

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
THE SOLIS GROUP INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 17th day of April, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and THE SOLIS GROUP INC., a California corporation (entity information) (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional administrative services under a Community Workforce Agreement, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their 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 or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on April 16, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

The Solis Group Inc.

City of Costa Mesa

3452 E. Foothill Blvd., Suite 200
Pasadena, CA 91107
Tel: (626) 685-6989
Attn: Angelina Gerpe

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633
Attn: Seung Yang

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and

employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000, *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any

of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Seung Yang
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



**REQUEST FOR PROPOSAL
NO. 23-14**

FOR

**COMMUNITY WORKFORCE AGREEMENT (CWA)
PROFESSIONAL ADMINISTRATIVE SERVICES**



Public Works

CITY OF COSTA MESA

Released on January 25, 2023

**REQUEST FOR PROPOSAL
FOR
COMMUNITY WORKFORCE AGREEMENT (CWA)
PROFESSIONAL ADMINISTRATIVE SERVICES**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for community workforce agreement (CWA) professional administrative services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix C** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine. The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- I. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any

interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

II. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	January 25, 2023
Deadline for Written Questions	January 31, 2023 at 10:00 a.m.
Responses to Questions Posted	February 6, 2023
Proposals are Due	February 8, 2023 at 3:00 p.m.
Interviews (if needed)	February 27-March 2, 2023 (one day TBD)
Approval of Contract	TBD

**All dates are subject to change at the discretion of the City.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with five (5) years of experience, within the last 8 years, providing services equivalent or similar to the services identified in **Appendix A – Scope of Work**.
- Proposer must have a Project Manager/designated point of contact assigned to the Contract with prior experience working with a similar municipality.
- Proposer must have an office located in a radius of **25 miles** from the City and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.
- Proposer will be required to abide by the prevailing wage laws as required by state law, **Appendix C**.
- Proposer is required to respond in a timely manner to all correspondence and requests from the City, which includes but no limited to the following: e-mails, mailed letters, phone calls, text messages, faxes, meetings, etc. Timely manner is within 24 hours or less, or otherwise agreed upon with the City.

A. GENERAL INSTRUCTIONS AND PROVISIONS

- 1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of

technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Appendix A - Scope of Work**, of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work, Appendix A.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 1. Identify the members of the staff who will be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

2. Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include standard hourly fee schedule, inclusive of all anticipated applicable fees for the types of projects described in this RFP and include classifications or services that can be provided by the proposer. The proposer shall also submit another Cost Proposal for anticipated CWA services for a project with a \$1 million or higher construction value that invoices multiple subcontractors such as a fire station remodel. This fee proposal should be included in the aforementioned cost file.

Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix D** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

Content of Proposal: The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file.
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **3:00 p.m. (P.D.T) on February 8, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **January 31, 2023 at 12:00 P.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** - Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Method of Approach ----- 40%**
2. **Qualifications of Experience of the Firm ----- 35%**
3. **Key Personnel ----15%**
4. **Cost Proposal ---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

1. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
2. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
3. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral

interview. Interviews, if held, are tentatively scheduled for the week of **February 27, 2023** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's

request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex-Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- **Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix D**.
- **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of work to be performed, the schedule for completion of the services, compensation, and other

pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix D**.
- **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information

APPENDIX A

SCOPE OF WORK

Background Information:

On February 1, 2022, during its regularly scheduled meeting, the Costa Mesa City Council approved a Community Workforce Agreement (CWA) between the City and the Los Angeles/Orange Counties Building and Construction Trades Council, and affiliated local unions. The CWA is also known as a Project Labor Agreement (PLA) in other jurisdictions. The approved CWA is attached.

The City is requesting proposals from qualified, competent, and experienced consultants to provide professional services in managing, administering, and enforcing the obligations and requirements of the CWA and to ensure that the benefits resulting from it flow to all Parties, including the residents of the City, Contractors, crafts persons working on behalf of Contractors, and high priority groups outlined in the agreement (e.g. Veterans, Disabled Workers, etc.).

The CWA aims to promote the efficiency of construction operations performed by the City and to ensure the timely and economical completion of projects covered in the CWA. Additionally, the goal of the CWA is to increase opportunities in the construction trades through local hire and apprenticeship programs for high school graduates, Costa Mesa and Orange County residents, Veterans, and Disadvantaged Workers regardless of where they reside.

The CWA applies to the City's Projects awarded for such work outlined in Attachment F.

Project Work covered by the CWA is defined and limited to all construction and major rehabilitation work for multi-trade construction contracts as listed in Attachment "F" (Project List). A goal of thirty-five (35) percent of total work hours shall be performed from workers residing within the areas defined in the CWA.

The selected CWA administrator will coordinate the agreement for all projects covered by the CWA, perform all duties, and meet all responsibilities. The CWA administrator shall focus on four (4) core responsibilities: (1) managing labor relations; (2) coordinating the CWA's innovative workforce development and employment programs; (3) monitoring and reporting on the efficacy of the CWA; and (4) monitoring, reporting, and enforcing labor compliance, payroll requirements and local hire goals/metrics for each category listed in the CWA as follows: Costa Mesa residents & Veterans (35%) and Transitional Workers (10%).

Work Description:

Provide all services, management, and support, required to actively and completely administer, enforce and monitor all the obligations of the CWA, ensuring that the benefits envisioned from it apply to all Parties.

The work shall include but is not limited to the following:

1. Perform CWA project management and coordination.
2. Conduct periodic meetings with City hired contractors, project managers and staff.
3. Execute labor compliance and administration services.
4. Implement CWA administration and management throughout the course of each project listed on Attachment F.

5. Provide deliverables and reports.
6. Perform on-site field interviews and observations as needed or as requested by City of Costa Mesa.
7. Develop contractor performance evaluations.
8. Post-construction services and finalize audits for all regulatory agencies such as the City of Costa Mesa.

Firm/Consultant Responsibilities:

The selected firm/consultant(s) shall provide professional administrative services that include, but are not limited to the following:

- Development of CWA administration structure and program implementation.
- Act as the City's authorized representative and the liaison among the City, Contractors, and Local Unions, thereby coordinating all CWA activities.
- Attend Pre-Bid and/or Pre-Construction meetings to provide an overview of the CWA, responsibilities outlined within the CWA, and resources available to assist Contractors in achieving the CWA's goals and objectives.
- Conduct Pre-Project meetings among Contractor, Sub-Contractors, and appropriate Unions, informing all parties of their rights and obligations under the CWA.
- Assist and oversee Contractors during all phases of construction to ensure compliance with the City's goals.
- Assist and advise City staff in the preparation of CWA sections related to project Specifications and Bid Package for projects.
- Assist in reviewing, and responding, to CWA-related Requests for Information (RFIs) during bidding.
- Collect, review, and verify all forms required by the CWA, prior to commencement of project work. Create and maintain a CWA Administration database for the City, with pertinent information and metrics for each target population.
- Assist in interpretation, clarification, and application of the CWA.
- Assist in the identification of Workforce Development and Employment Programs for Local Students, Residents, and Veterans. This includes the development of an apprenticeship and pre-apprenticeship program.
- Recommend enhancements or improvements to the CWA process and administration.
- Investigate, supervise, and resolve all CWA grievances for the various parties including contractors, City staff, labor groups and or workers.
- Monitor and recommend enforcement measures to ensure compliance by Contractors, and Local Unions, within the provisions of the CWA.
- Organize monthly meetings with City staff, providing CWA updates on City projects and areas of focus.
- Prepare various monthly, quarterly, and annual reports detailing CWA activities.
- Prepare a Project Closeout Report outlining obstacles, violations, services performed, and final percentages achieved by workforce type (Costa Mesa, high school graduates, Veterans, Orange County, and Non-Local) for each project within 90 days.
- Prepare an Annual report summarizing all CWA activities (planned, active, and completed projects), to present to City Council and residents of Costa Mesa.
- Develop a CWA Compliance Packet and Checklist to assist Contractors in complying with the CWA, as deemed necessary.

- Author a formal CWA Policies and Procedures manual as a guide for CWA administration duties.
- Train City staff, and those identified by the City, on the implementation of the CWA by developing educational material and presentations.
- Conduct CWA orientations for Contractors, as needed.

City Responsibilities:

The City will furnish copies of project Plans and Specifications. The City will make available any other material related to the CWA.

Prevailing Wages:

The successful firm will be subjected to compliance, monitoring and enforcement by the State of California Department of Industrial Relations (DIR). The firms are required to inform themselves fully of the conditions relating to labor under which the work will be performed. In accordance with the California State Labor Code, prevailing wage rates apply per the following link:

<http://www.dir.ca.gov/public-works/publicworks.html>

The selected firm/consultant(s) shall provide certified payroll(s) to the City upon invoicing. The City will not process invoices until certified payroll(s) have been provided.

**ATTACHMENT F
PROJECT LIST**

Fire Station 2 - Reconstruction
 Fire Station 4 - Living Quarters Remodel
 Fire Station 4 - Training Ground Improvements
 Police Department - Emergency Operations Center & Property Evidence Facility
 Police Substation - Upgrades
 Brentwood Park – Improvements
 Davis School Field & Lighting - Design & Construction
 Fairview Developmental Center Sports Complex
 Fairview Park - CA-ORA-58 Fill Removal, Cap & Restore Native Habitat
 Fairview Park - Master Plan Implementation
 Fairview Park - West Bluff Restoration
 Kaiser Lighting and Turf
 Lindbergh Park - Expand Park
 Parsons - Lighting and Turf
 Shalimar Park Expansion
 Smallwood Park Reconstruction Project
 TeWinkle Park - Lakes Repairs
 Newport Boulevard Landscape Improvements - 19th St. to Bristol St.
 Adams Ave.- Harbor Blvd. To Santa Ana River
 Cherry Lake Storm Drain System - Phase I, II & III
 Cherry Lake Storm Drain System - Phase IV & V
 Citywide Storm Drain Improvements
 Citywide Street Improvements
 Westside Storm Drain Improvements
 Adams Avenue Bicycle Facility- Fairview Rd. to Harbor Blvd.
 Bristol St. / Sunflower Ave. - Intersection Improvement (Add 3rd NBL)
 Eastside Traffic Calming (Cabrillo St., 18th St., 22nd St.)
 Fairview Rd./ Wilson St. - Improvements (Add EBT, WBT)
 Greenville-Banning Channel Pt. 2 (Santa Ana River Trail to South Coast Dr.)
 Harbor Blvd. / Gisler Ave. - Intersection Improvements (Add SBR)
 Harbor Blvd. / South Coast Dr. - Intersection Improvement (Add EBR)
 Harbor Blvd./ Adams Ave. - Intersection Improvements (Add NBL, NBR)
 Mission- Valencia Multi-Modal Access and Circulation Improvements
 Newport Boulevard Widening - From 19th St. to 17th St.
 Paularino Channel - Multipurpose Trail
 SR-55 Frwy. N/B / Baker St. - Intersection Improvement (Add NBL, EBL)
 West 17th St. Widening - (Newport Boulevard to Placentia Avenue)
 Wilson Street Widening - from College Ave. to Fairview Rd

**APPENDIX B
PREVAILING WAGE**

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.
3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.
4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.
7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents



VENDOR APPLICATION FORM
FOR

RFP No. 23-14 COMMUNITY WORKFORCE AGREEMENT (CWA)
PROFESSIONAL ADMINISTRATIVE SERVICES

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: TSG Enterprises, Inc. dba The Solis Group

Contact Person for Agreement: Mike Komsky

Title: COO E-Mail Address: mkomsky@thesolisgroup.com

Business Telephone: (626) 685-6989 Business Fax: (626) 685-6985

Corporate Mailing Address: 3452 E Foothill Blvd, Ste 200

City, State and Zip Code: Pasadena, CA 91107

Contact Person for Proposals: Gary A. Hamm

Title: Executive Director, Business Development E-Mail Address: ghamm@thesolisgroup.com

Business Telephone: (626) 685-6989 Business Fax: (626) 685-6985

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Elvira Elizabeth Diez Solis	CEO, Corporate Board Member	(626) 685-6989
Mike Komsky	COO, Authorized to sign contracts	(626) 685-6989
Andrew Solis-Castillo	Analyst 2, Corporate Board Member	(626) 685-6989

Federal Tax Identification Number: 95-4728049

City of Costa Mesa Business License Number: None

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-14 COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL ADMINISTRATIVE SERVICES** at any time after **JANUARY 25, 2023**.

Elvira Elizabeth Diez Solis

Signature

Date: February 8, 2023

Elvira Elizabeth Diez Solis
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **JANUARY 25, 2023** with a City Councilmember concerning informal **RFP No. 23-14 COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL ADMINISTRATIVE SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

COMPANY PROFILE & REFERENCES**Company Legal Name:**

Company Legal Status (corporation, partnership, sole proprietor etc.): TSG Enterprises, Inc. dba
The Solis Group

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 3452 E Foothill Blvd, Ste 200, Pasadena, CA 91107

Website Address: thesolisgroup.com

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: ghamm@thesolisgroup.com

Length of time the firm has been in business: 30 years

Length of time at current location: 24 months (30 years located in Pasadena, CA)

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 95-4728049

Regular Business Hours: Monday - Friday 8am - 5pm

Regular holidays and hours when business is closed: TSG recognizes and is closed on all Federal and State holidays.

Contact person in reference to this solicitation: Gary A. Hamm

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: ghamm@thesolisgroup.com

Contact person for accounts payable: Mike Komsky

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: mkomsky@thesolisgroup.com

Name of Project Manager: Jeremy Turner

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: jturner@thesolisgroup.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Anaheim
Contact Name: Brenda Medina
Contract Amount: \$115,076
Email: BMedina@anaheim.net
Address: 200 S Anaheim Blvd, Anaheim, CA 92805
Brief Contract Description: CWA Administration, Local Hire Tracking, Labor Compliance
Telephone Number: (714) 765-5157

Company Name: City of Moreno Valley
Telephone Number: (951) 413-3116
Contact Name: Melissa Walker
Contract Amount: \$127,823
Email: Melissaw@moval.org
Address: 14177 Frederick St, Moreno Valley, CA 92553
Brief Contract Description: PLA Administration, Labor Compliance

Company Name: Port of Long Beach
Telephone Number: (562) 714-4816
Contact Name: Adriana Ramirez
Contract Amount: \$2,142,549
Email: Adriana.Ramirez@polb.com
Address: 415 W Ocean Blvd, Long Beach, CA 90802
Brief Contract Description: PLA Administration, Labor Compliance, Local Hire Tracking

Company Name: Los Angeles County Department of Public Works
Telephone Number: (626) 458-6987
Contact Name: Imad Abboud
Contract Amount: \$3,000,000
Email: IAbboud@dpw.lacounty.gov
Address: 900 S Fremont Ave, Alhambra, CA 91803
Brief Contract Description: Labor Compliance

Company Name: Rancho Santiago Community College District
Telephone Number: (714) 480-7510
Contact Name: Carri Matsumoto
Contract Amount: \$503,284
Email: Matsumoto_Carri@rscdd.edu
Address: 2323 N Broadway, Santa Ana, CA 92706
Brief Contract Description: PLA Administration, Labor Compliance, Local Hire Tracking



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None.				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TSG Enterprises, Inc. dba The Solis Group
Bidder/Applicant/Proposer

Elvira Elizabeth Diez Solis
Signature

February 8, 2023
Date

Elvira Elizabeth Diez Solis, CEO
Printed Name/Title



ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL
ADMINISTRATIVE SERVICES
RFP NO. 23-14



Public Works
CITY OF COSTA MESA

Addendum Released on February 6, 2023

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

- **Delete** Minimum Requirement, Proposer must have an office located in a radius of 25 miles.
- **Replace** with Minimum Requirement, Expectations will be that the consultant will be responsive to City's needs and requests for meetings.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Signature **Date**

Company Name

Typed Name and Title

Address

City **State** **Zip**

EXHIBIT B
CONSULTANT'S PROPOSAL

PROPOSAL

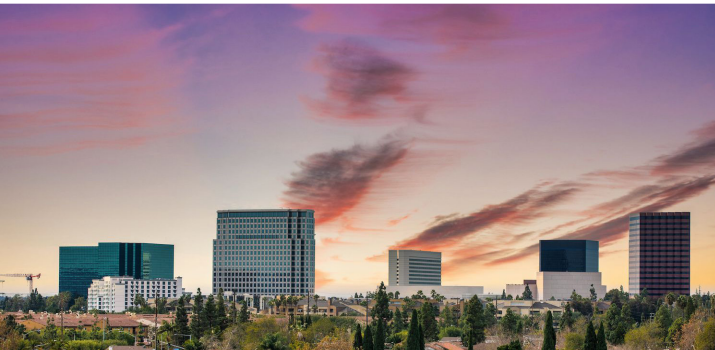
Vol I: Technical Proposal

ATTACHMENT 1

COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES



City of Costa Mesa
No. 23-14
February 8, 2023





Cover Letter

Stephanie Urueta
City of Costa Mesa
Public Works
77 Fair Drive
Costa Mesa, CA 92628

RE: Proposal to Provide Community Workforce Agreement Professional Administrative Services

Dear Stephanie Urueta:

The Solís Group (TSG) is pleased to submit our proposal for Community Workforce Agreement (CWA) Professional Administrative Services to the City of Costa Mesa (City). TSG is a known leader in the management of similar programs for public agencies throughout California. A summary of our proposal follows.

Background & Project Summary Section

We understand the City is working on improving its construction program and the overall landscape for the community of contractors and workers alike. Through this CWA, the City aims to increase opportunities in the construction trades through local hire and apprenticeship programs for high school graduates, Costa Mesa and Orange County residents, Veterans, and Disadvantaged Workers regardless of location.

Method of Approach

Our approach to labor management has been developed through years of experience in service to public agencies. In this section we present our experience working with agencies in CWA implementation and administration.

- We have successfully worked on 28 CWA assignments in the last six years alone. Out of these, 21 were first-time CWAs in which we supported agencies through initial implementation.
- Our highlighted references include: the City of Anaheim, the City of Moreno Valley, and the Los Angeles County Department of Public Works (LACDPW).

Qualifications & Experience of the Firm

TSG provides best-value services and unmatched success in delivering similar services to public agencies across Southern California. We will provide the same level of seamless service to the City.

- We are a minority- and woman-owned business with 30 years of demonstrated success in the implementation and administration of CWA programs.
- We have extensive experience working with the LA/OC Building Trades, as well as direct experience in the region working for the cities of Anaheim, Buena Park, Garden Grove, and Santa Ana.

Financial Capacity

TSG is financially secure and able to perform services upon contract award. Additional data is available upon request.



Key Personnel

Jeremy Turner, Vice President of Field Operations, brings over 10 years of related industry experience and expertise to the City, far exceeding the minimum requirement. He has direct experience working with municipalities, including the cities of Anaheim, Buena Park, Garden Grove, and Moreno Valley.

Jeremy is supported by Issac Hernandez, Senior Analyst. With over four years of industry experience, Issac excels at educating contractors on CWA requirements and ensuring compliance is achieved. He will be responsible for handling the day-to-day tasks associated with this assignment.

Both Jeremy and Issac are key personnel and will be available for the duration of the contract. Their resumes are found in this section.

Cost Proposal

As required by the RFP, our Cost Proposal has been submitted under separate cover.

Disclosure

TSG has no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of the aforementioned positions.

Sample Professional Service Agreement

TSG has no exceptions to RFP and the Sample Professional Service Agreement.

Checklist of Forms to Accompany Proposal

As required by the RFP, the forms included in Appendix D and Addendum No. 1 are found under this section.

I am duly authorized to bind TSG to the terms of the proposal and look forward to supporting the City on this assignment.

Sincerely,

Elvira Elizabeth Diaz Solis
Elizabeth Solis
CEO



Jeremy Turner
Vice President of Field Operations



Issac Hernandez
Senior Analyst



ATTACHMENT 1

City of Costa Mesa No. 23-14
Community Workforce Agreement Professional Administrative Services



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Sample Professional Service Agreement	20
Checklist of Forms to Accompany Proposal	20



Background & Project Summary Section

The City presents a well-developed general scope of work in the RFP; we concur with the City’s scope of work and incorporate it in its entirety by reference. In February 2022, the City Council approved the CWA between the City, Los Angeles/Orange Counties Building and Construction Trades Council, and the affiliated unions. The City aims to increase opportunities in the construction trades through local hire and apprenticeship programs for high school graduates, Costa Mesa and Orange County residents, Veterans, and Disadvantaged Workers regardless of their location.

This program is about more than the new CWA requirements for projects. We understand the City is working on improving its construction program and the overall landscape for the community of contractors and workers alike. TSG has supported agencies, contractors, and construction managers to successfully guide them through this transition. Compliance is taking on a new meaning from the current norm - contractors will need to learn to navigate union registration and referral systems, participate in developing the local workforce, and pay fringe benefits differently. Communicating to the City and the contractor community that a trust fund delinquency is not just a labor compliance issue anymore—it can be a grievance costing the contractor damages. Payroll reports are not just a sign of wage compliance—they are how you track jobs flowing back into the community.

Based on previous successes, we will complete a policies and procedures manual for CWA implementation and integrate it with labor compliance procedures before projects are advertised for bids. We will also complete a

compliance manual for contractors, with forms, instructions, and a summary of key CWA provisions.

TSG will establish regular meetings to set up a healthy, collaborative relationship between labor and management. This ensures unions can access TSG staff for any issues and contractors are held accountable for CWA obligations, such as the development and dispatch of targeted and disadvantaged workers.

TSG will communicate with the Building Trades on interpretation issues and field questions concerning jobsite issues. Proactively aiming to minimize disputes, TSG will keep unions informed on work performed and contractors informed of their rights and obligations.

We make it clear to all unions that a simple phone call can lead to satisfactory action, eliminating the need for a formal grievance. As a firm-wide policy, TSG attempts to resolve all issues at the lowest possible level. Our proposed methodology has proven to be successful on similar projects tailored for this assignment.





Method of Approach

TSG is an unbiased advisor to both unions and contractors. If unions perceive us to be pro-contractor or vice versa, our ability to collaboratively solve problems is impeded. Instead, we act as a true independent source of information and support for both. Since our efforts to mediate and facilitate are always unbiased, the result is very few disputes going the full course of the grievance procedure.

TSG speaks with International Union representatives about jurisdictional assignments, prepares background data for CWA arbitrators, negotiates letters of understanding on interpretation of CWA provisions, and communicates CWA interpretations to contractors and unions at Joint Administrative Committee meetings, all with the intention of maintaining a collaborative CWA.

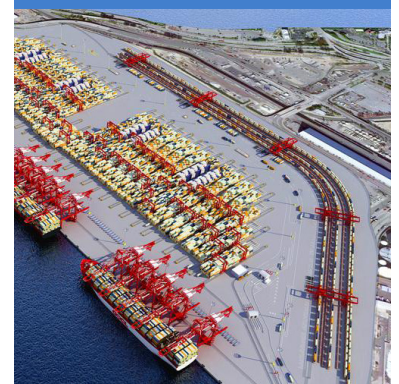
Training, Compliance, and Liaison

To be effective at creating career opportunities for local residents and disadvantaged workers, all stakeholders need to do their part. The Building Trades will be the source of referred labor through the CWA and the contractors are the gatekeepers to indenture new workers into apprenticeship programs. To build and maintain effective relationships, the Building Trades Council, Business Agents, Dispatch Agents, Apprenticeship Coordinators, Trust Fund Administrators, contractors, and contractor organizations like the Associated General Contractors of California, will need to work together to bring career opportunities to the community.

Implementing a program that introduces contractors to the expectations of a CWA is a critical step in creating a symbiotic relationship between the contractors and the building trades. Without a firmly enforced, clearly communicated training policy prior to award, a prime contractor may show up ill-informed—unable to answer questions from union agents as pre-construction activities begin. To prevent this, TSG uses a proactive approach to inform contractors beginning with a community bootcamp with potential bidders after a CWA is introduced, so stakeholders are exposed to the benefits, requirements, and challenges of working under a CWA. TSG also uses Job-walks, pre-award meetings, post award meetings, and pre-job conferences to ensure contractors understand requirements and expectations.

We will complete a training schedule and policies and procedures manual for CWA administration and integrate it with labor compliance procedures before projects are advertised for bid. We will also complete a compliance manual for contractors to use as a guide, with necessary forms and instructions, and a short summary of key CWA provisions.

Although unions generally understand their obligations not to strike or picket, TSG ensures the idea of zero project delays is well communicated and incorporated as a key CWA provision. For example, when a non-signatory union set up a picket line near a Port of Long Beach (POLB) Longshoremen Project, TSG immediately contacted on site unions to remind them that their members were obligated to continue work regardless of the picket. As a result, they understood their obligations and work continued uninterrupted.





TSG believes strongly in educating contractors up front and involving interested stakeholders. We will ensure that all builders in the field—regardless of their position in the program—have a full understanding of the City’s CWA and compliance program requirements, including:

- Tracking ongoing and upcoming projects and establishing access to project data.
- Adopting and continuing systems, preparing templates of project forms, and distributing to contractors.
- Setting up submittal schedules such as certified payroll reports and local hiring utilization reports.
- Regular checks for project progress and expected completion dates in case of project schedule changes.
- Providing the construction managers with monthly status reports and invoice payment recommendations, integrating PLA compliance into overall contractor compliance oversight.
- Preparing monthly activity reports for City review, with logs of issues addressed.

Records Retention

TSG follows a strict protocol to ensure all required documents are uploaded securely, and any paper files are organized and locked when not in use. There are several document retention options in addition to paper files, including LCPTracker, Elations, and eMars. All three may be used to collect, verify, and manage certified payrolls and related labor compliance documents. TSG also utilizes Dropbox, which provides a secure folder for contractors to upload the required items. These are all proven options that keep data secure and confidential.

Quality Assurance

TSG maintains internal quality control procedures to ensure a high level of professional service in our advice and work products. Our quality control system consists of two key elements, as discussed below:

1. Periodic team meetings to review budget and schedule. Our team jointly tackles unresolved issues and note lessons learned on the project. Lessons learned are disseminated to the entire firm and our team members and clients benefit from this collaborative effort.
2. Peer-to-peer review at the Project Manager level. Performed for all written work products before they are published, peer reviews are an important part of our quality control.

Our Project Manager reviews all data entry and other work products from TSG staff including:

- Project tracking logs
- Workforce tracking entries
- Any flagged project issues
- Site interviews performed
- Expended vs. remaining project budgets

When projects involve specific funding windows with their own unique requirements, TSG tracks those goals and deadlines using a separate but parallel path that allows our Project Manager to quickly determine whether requirements are being met or need further communication with the contractor or vendor. A complete copy of TSG’s QA/QC Manual is available upon request.



TSG QA/QC Process



On-Site Presence

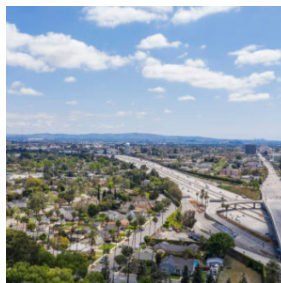
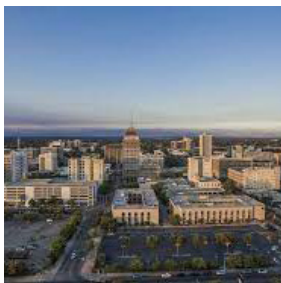
TSG understands the steps necessary to effectively establish lines of communication on and off-site. The administration of the City’s CWA requires certain tasks to be performed on-site. Apart from collaborative meetings with the City’s management and local organizations, TSG will be on-site to attend Union Assignment Meetings, pre-construction meetings, and participate in labor management meetings as needed. Early construction meetings with contractors and union representatives will help us build the positive relationships that make a project successful. On a monthly basis, TSG will interview workers on-site to confirm wage and union registration compliance as a supplemental task to reviewing submitted certified payroll and union registration documentation. Visits to the site will confirm contractors have fulfilled their obligations to post signage related to prevailing wage and safety programs. TSG confirms activities with on-site personnel for the contractor and City to keep information current and lines of communication open.

Technology plays a big role in our communication on assignments. The introduction of virtual meetings over the past two years has given us an option other than face-to-face meetings. It has simplified coordinating meetings by removing barriers that existed for small contractors and firms with limited capacity to attend in-person meetings. Virtual meetings have also introduced a level of accountability and information management, as meetings can be recorded and reviewed when needed. TSG has successfully implemented a standard virtual meeting practice to run pre-job conferences, pre-construction meetings, and status meetings.

We are committed to be responsive to the City’s expectations and needs as best fulfilled through on-site presence as needed. We will respond to the City’s requests for service within 24-hours or less.

TSG’s Municipal Clients

Anaheim
 Alhambra
 Buena Park
 Carson
 Corona
 El Monte
 Fresno
 Garden Grove
 Hesperia
 Lawndale
 Long Beach
 Montebello
 Monterey Park
 Moreno Valley
 Ontario
 Palmdale
 Pasadena
 Perris
 San Mateo
 Santa Ana
 Santa Barbara
 Santa Paula
 Victorville
 Yuba City

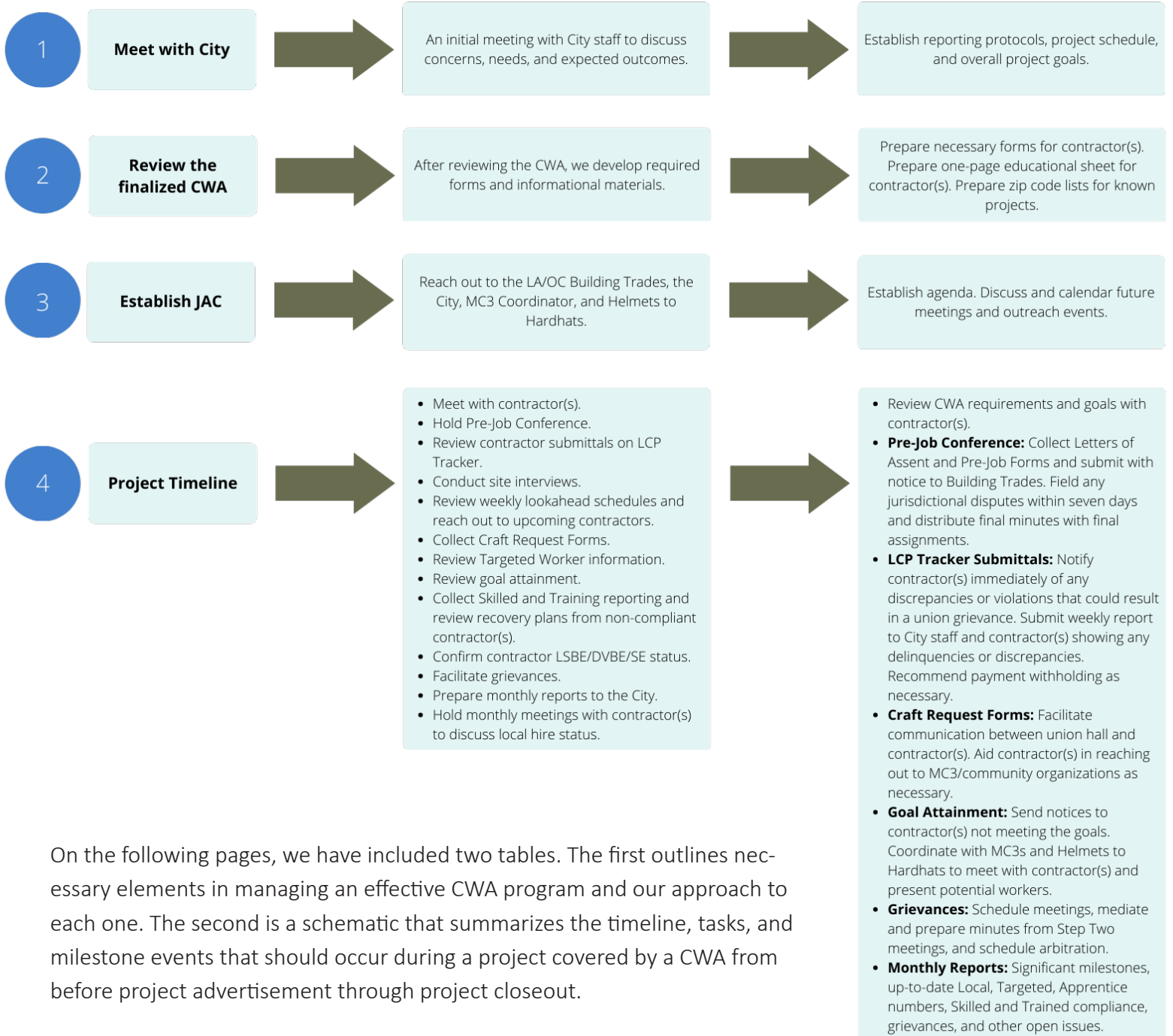




CWA Program Exploration

We include this exploration of our approach that illustrates the intricacies, steps, and challenges often associated with CWA programs. Below is a program-level implementation plan that details the necessary steps to accomplish the scope of work required under this assignment.








CWA IMPLEMENTATION PLAN




On the following pages, we have included two tables. The first outlines necessary elements in managing an effective CWA program and our approach to each one. The second is a schematic that summarizes the timeline, tasks, and milestone events that should occur during a project covered by a CWA from before project advertisement through project closeout.



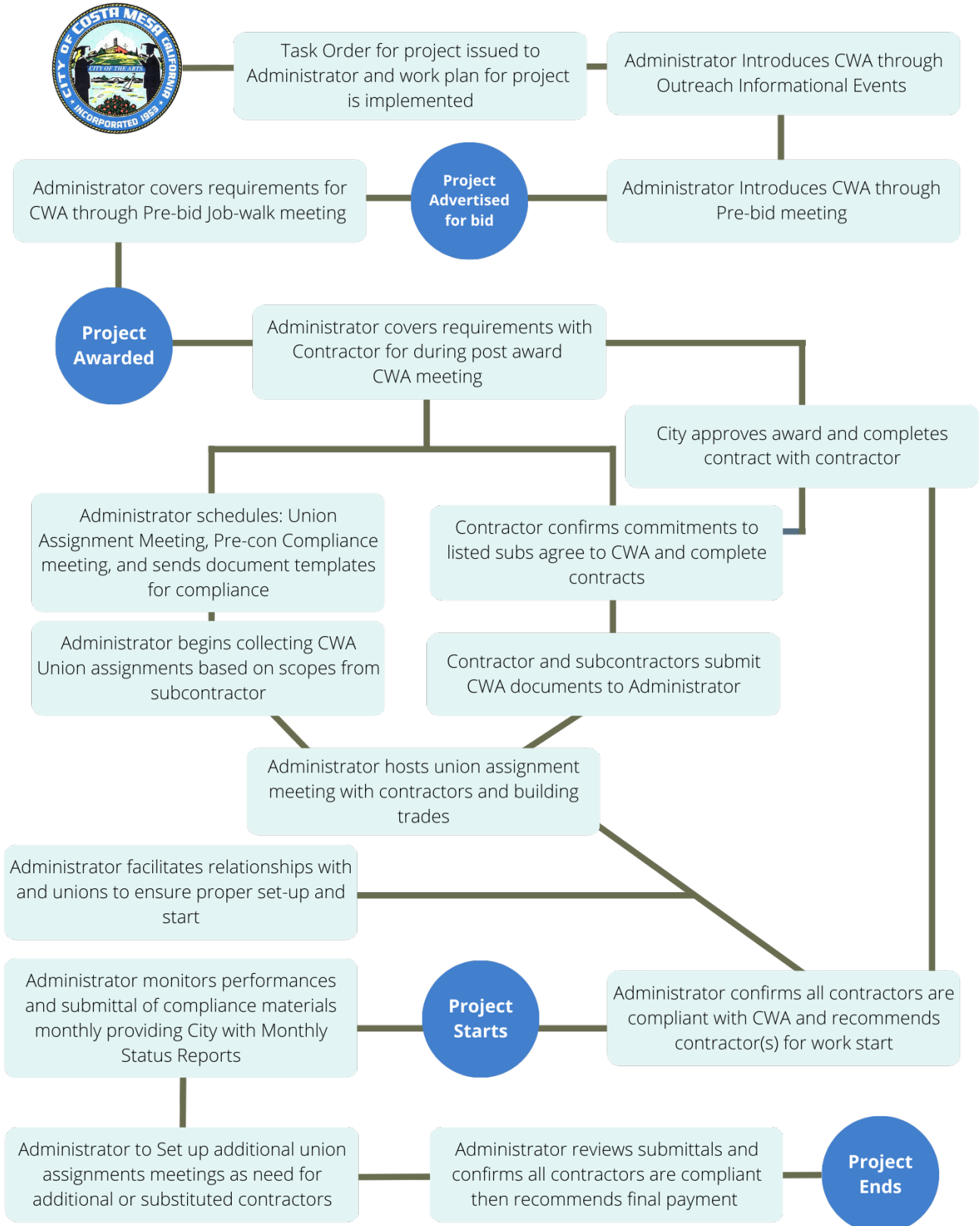
TYPICAL CWA ADMINISTRATION ELEMENTS

- 01**  **Education**
Administrator communicates with contractors pre-bid, post award, pre-construction, and throughout the life of a project to convey requirements and expectations of the City's CWA.
- 02**  **Community Bootcamp**
Administrator conducts a community bootcamp with potential bidders, so stakeholders are exposed to the benefits, requirements, and challenges of working under a CWA, recurring throughout the life of the project.
- 03**  **Pre-Construction Meeting**
Administrator conducts a pre-construction meeting with all contractors to establish requirements per project, and distributes informational packets communicating the same. This education process continues as needed throughout the life of the project.
- 04**  **Post-Award Training**
Administrator conducts post-award training so the contractor has a clear understanding of CWA requirements and navigating union assignments and worker referrals. Training includes the approach to indenturing workers into apprenticeship programs and interfacing with union hiring halls and community-based organizations that counsel construction worker candidates.
- 05**  **Pre-Job Conferences**
Administrator conducts pre-job conferences to establish craft assignments and contractor compliance with union referral and payment provisions. In addition, Administrator reaches out to unions and establishes awareness of CWA requirements and gathers updates on workforce availability.
- 06**  **Data Collection/Workforce Tracking**
Creating a submittal schedule that coincides with the City's manuals developed for the CWA provides a structure for collecting data, tracking goals, evaluating progress, and forecasting attainment.
- 07**  **Reporting**
Reporting is used to assess workforce capacity, keep the City informed on CWA administration activities, and as a measurement for compliance. Administrator will typically submit the following reports:

 - Project-specific monthly report summarizing CWA activities; noting potential irregularities, grievances, or other union issues; detailing issues under investigation and compliance violations; and recommended actions.
 - Quarterly report detailing all of the above-mentioned data in addition to utilizing City residents, disadvantaged workers, and apprentices. It will also cover all efforts to achieve City CWA workforce goals.
- 08**  **Enforcement Mechanisms**
Compliance is measured by document submittals, trust fund payments, and performance under CWA policies for local and disadvantaged hiring and quantifiable utilization goals. Routine audits of CWA documents like the Core Employees List and craft request forms are included in compliance submittals, along with requirements under State and Federal prevailing wage regulations. Recommendations for retention releases and contractor payments are made monthly, reinforced by compliance reporting to ensure contractors have the proper time and understanding to apply corrective action to ensure compliance by project end.
Escalation for non-compliance consist of communication with the contractor for voluntary compliance, formal request for a corrective action plan, formal notice of non-compliance, recommendation for withholding, and recommendation for substitution, if necessary.



CWA Implementation Flowchart





Qualifications and Experience of the Firm

Company Overview

TSG is a program/project management firm providing professional CWA administration services for public agency programs. Our experts work directly with owners and contractors alike - solving problems by providing tailored solutions for each project. Since 1992, our clients have relied on us because of our flexibility, quality of service, and stakeholder support.

We specialize in the implementation and administration of CWAs, workforce development and small business utilization, labor compliance programs (LCPs), and community and contractor outreach. Our approach to labor management has been developed through 30 years in service to municipalities like the City. We come prepared on day one with our research, relationships, and lessons learned to layout the initial groundwork necessary to ensure the City’s program is successful.

Our firm is one of the early pioneers in helping owners with the management and enforcement of CWAs, LCPs, and related programs. We have an effective, balanced, and practical approach to the administration and enforcement of CWAs and LCPs. Acting as a DIR-certified Third-Party Labor Compliance Program has given us the knowledge, skills, and internal protocols to implement labor management efficiently. Our team has developed positive working relationships with DIR staff and the City will benefit in time and cost savings from our experience.

Support to the Communities We Serve

TSG has historically contributed to the communities we serve through formal charitable gifting programs such as the TSG industry-oriented events such as MAGIC Camp and company-employee activities. Our charitable giving has centered around identifying specific needs in specific communities, such as: school supplies and related resources for children from families facing food insecurity, sponsorship of all-girls training camps for introductions to careers in the trades, and providing transportation support for families with an incarcerated parent to maintain the child-parent relationship. In 2022, our employees produced quarterly events in support of local care for the unhoused by putting together and distributing care packages of food, clothing, and toiletries in Los Angeles.

Firm Information

**TSG Enterprises, Inc. dba
The Solís Group**

3452 E Foothill Blvd, Suite 200
Pasadena, California 91107

Phone: (626) 685-6989

Fax: (626) 685-6985

Est. 1992 California Corporation

Principal Contact:

Elizabeth Solis, CEO

Phone: (626) 685-6989

Email: elizabeths@thesolisgroup.com

Proposal Contact:

Gary A. Hamm, Executive Director,
Business Development

Phone: (626) 685-6989

Email: ghamm@thesolisgroup.com

TSG is a certified SBE and DBE and has been in business under the same name for 30 years.

Our services include:

- CWA/PLA Administration
- Labor Compliance
- Jobs Coordination
- Contractor Outreach



Firm Experience

We are optimally suited to provide the full suite of services to successfully implement the City’s CWA:

1. CWA Implementation
2. Labor Management
3. Workforce Development/Jobs Coordination

Our depth of experience in CWAs enables us to offer a unique perspective on tackling core issues, minimizing project disruptions, and ‘hitting the numbers.’ To the right is a partial list of clients for which we perform identical services to what the City is requesting.

Each assignment has provided us with insight on how to best operate under varying circumstances - the individual communities, the ever-changing construction workforce, and the contractors active in different markets. Our qualifications to support the City include key skill sets in:

- Managing, interpreting, and balancing community-facing programs.
- Educating contractors and facilitating communication.
- Monitoring contractor performance via a highly visible onsite presence.
- Mediating contractor dispute/delinquencies and managing their resolution.
- Reporting to the City, Project Manager, and Board.
- Managing staff member assignments to provide cost-efficiencies to the City.

To be further responsive to the RFP, we have included more in-depth narratives surrounding our work with three select clients on the following pages. Supplementary client information is available upon request.

Financial Capacity

TSG is financially secure and able to perform services upon contract award. Additional data is available upon request.

**TSG Experience with
CWA Administration
(Trailing Six Year Period)**

			Services		
			PLA Administration	Jobs Coordination	Labor Compliance
Client Name	Year	Value			
1. City of Anaheim	Current	N/A	✓	✓	✓
2. Anaheim ESD	Current	\$77M	✓	✓	
3. Anaheim UHSD	Current	\$83M	✓	✓	
4. Azusa USD	Current	\$92M	✓	✓	✓
5. Bassett USD	2018	\$3.3M	✓	✓	✓
6. Cerritos CCD	Current	\$350M	✓	✓	✓
7. Chula Vista ESD	Current	\$136.5M	✓	✓	✓
8. Coachella Valley USD	Current	\$33.6M	✓	✓	✓
9. Coast CCD	Current	\$698M	✓	✓	✓
10. CRA-LA	2015	\$1.9B	✓	✓	✓
11. El Monte UHSD	Current	\$148M	✓	✓	✓
12. Exposition Line Phase 2	2018	\$1.5B	✓	✓	✓
13. Fremont USD	Current	\$650M	✓	✓	
14. Honolulu Area Rapid Transit	2021	\$10B	✓		
15. Long Beach CCD	Current	\$1.47B	✓	✓	✓
16. Long Beach USD	Current	\$1.5B	✓	✓	✓
17. Montebello USD	2019	\$300M	✓	✓	✓
18. City of Moreno Valley	Current	N/A	✓	✓	✓
19. Mountain View SD	Current	\$12M	✓	✓	✓
20. Port of Long Beach Middle Harbor	2015	\$800M	✓	✓	✓
21. Port of Long Beach Port-Wide PLA	Current	\$731M	✓	✓	✓
22. Rancho Santiago CCD	Current	\$198M	✓	✓	✓
23. Rio Hondo CCD	Current	\$245M	✓	✓	✓
24. San Bernardino CCD	Current	\$470M	✓	✓	✓
25. City of Santa Ana	Current	N/A	✓	✓	✓
26. Santa Ana USD	Current	\$16M	✓	✓	✓
27. West Basin MWD	Current	\$50M	✓	✓	✓
28. Whittier City SD	Current	\$58M	✓	✓	✓



City of Anaheim

City-Wide Community Workforce Agreement Administration, Anaheim, CA

TSG is providing CWA administration, workforce development, and labor compliance monitoring services for the City of Anaheim Public Works Capital Improvement Program. TSG works closely with City staff on a portfolio of projects, coordinating the CWA’s innovative workforce development and employment programs in addition to handling all labor compliance matters from pre-construction through close-out.

As the designated coordinator, we are responsible for:

- Recording the hours spent administering the CWA.
- Submitting weekly activity reports to the City’s CWA Administrator.
- Assisting in the preparation of status reports of the CWA directly given to the City Council.
- Implementing best practices related to the CWA.
- Maintaining files and databases of the CWA.

We assist with compliance education at Pre-Bid and Pre-Construction meetings, assist with reviewing areas of concern in the administration of the CWA, and make recommendations of enforcement actions.

Early in our assignment with the City, we worked with a contractor that was relatively new to public works and CWAs. We worked closely with this contractor to ensure they were properly set up and in contact with the unions. We also assisted in answering a number of questions regarding DAS forms and requirements, preventing them from having any serious apprentice violations.

Since most of the City’s projects fall within the \$1 million to \$2 million range, we are particularly diligent to ensure they are as cost-conscious and time-efficient as possible.

To date, projects are meeting their workforce development goals and no grievances have been filed.

Periods of Performance:
2020 - Current

Total Project Cost:
\$20 Million

Total TSG Fee:
\$115,076

Services Provided:
CWA Administration, Labor Compliance, Local Hire

Reference Information:
Brenda Medina
Contract Administrator
BMedina@anaheim.net
(714) 765-5157



City of Moreno Valley

Project Labor Agreement Administration, Moreno Valley, CA

TSG is providing Project Labor Agreement (PLA) administration and labor compliance as the City implements its first-time PLA. TSG works alongside City staff on a portfolio of projects to ensure contractors remain compliant with the PLA and handle all labor compliance matters from pre-construction through close-out.

Since this is the first time the City has adopted a PLA, there was a heightened attentiveness when we began the assignment. The City expressed concern in wanting to confirm everything was being done correctly, on-time, and on-budget. As an experienced PLA Administrator with over 20 first-time PLA assignments under our belt, we were able to reassure the City that the program was being implemented smoothly.

One aspect of this PLA is requiring regular community outreach events that are sponsored by the City and the Building Trades. We have successfully assisted in planning and attending two outreach events.

On two of the first projects, a contractor ended up declaring bankruptcy partway through construction. This caused an upheaval of issues to occur. We guided the City, Unions, and workers through the process of replacing the contractor and reestablishing compliance with the PLA. Because of our action, we were able to correct any outstanding underpayments and continue construction with little difficulty.

To date, we have worked on 11 projects for the City. Below, we have included a small sample of them.

Project Name	Project Cost	TSG Fee
Pavement Rehab Local Streets	\$2,240,965	\$10,030
Citywide Pavement Rehab	\$4,150,000	\$26,316
Rehab for Various Streets	\$1,900,000	\$17,100
SR-60 Moreno Beach IC Ph2	\$21,000,000	\$41,408

Periods of Performance:
2020 - Current

Total Project Cost:
\$102 Million

Total TSG Fee:
\$127,823

Services Provided:
PLA Administration,
Labor Compliance

Reference Information:
Melissa Walker
Acting Public Works Director/
City Engineer
melissaw@moval.org
(951) 413-3116



Los Angeles County Department of Public Works (LACDPW) On-Call Master Labor Compliance Contract, Los Angeles, CA

TSG has served as a primary contractor to LACDPW since 2010, monitoring a portfolio of 25 projects totaling approximately \$600 million, and was awarded a new contract in 2018 to continue supporting the agency with labor compliance monitoring. TSG has monitored compliance with state and federal prevailing wage laws, Section 3, and developed and implemented LACDPW’s LCP.

TSG is responsible for administering labor compliance enforcement services for state or locally funded projects.

Those responsibilities include collecting contractor documentation such as:

- Certified payroll records and fringe benefit statements.
- Auditing data against applicable program policies and on-site employee interview reports.
- Conducting apprentice state registration verification and utilization tracking.
- Providing solutions for contractor issues.

Our team collates audited prime and subcontractor data and supplies LACDPW with monthly status reports of contractor compliance with both the Davis-Bacon requirements and California Labor Code. For all projects awarded prior to January 2012, TSG provided LCP services as a DIR-approved third-party LCP Administrator. For federally-funded projects, TSG is responsible for monitoring the contractor’s proper use of federal wage determination, as well as the contractors’ compliance with Davis-Bacon and related acts.

Some of the projects under TSG’s on-call contract include the SR-126 Interchange Improvement, Vermont Avenue, Sepulveda Feeder, High Desert Multi-Ambulatory Care Center, Castaic Sports Pool Complex, and Florence Avenue Streetscape Improvements Phase 2. TSG has direct Office of Statewide Health Planning and Development (OSHPD) experience on two projects in this portfolio, the Martin Luther King Medical Campus and Olive View Medical Center.

Periods of Performance:
2010 - Current

Total Project Cost:
\$600 Million

Total TSG Fee:
\$3,000,000

Services Provided:
Labor Compliance

Reference Information:
Imad Abboud
Senior Civil Engineer
IAbboud@dpw.lacounty.gov
(626) 458-6987



Key Personnel

Jeremy Turner Vice President of Field Operations

“Because I’ve walked in everybody’s shoes at TSG, I understand what it takes to do the work. That not only enables me to manage budgets and schedules, it also allows me to better explain the job and any issues to contractors, unions, trades, and our all-important clients.”

Education

Bachelor of Arts, Sociology, San Diego State University

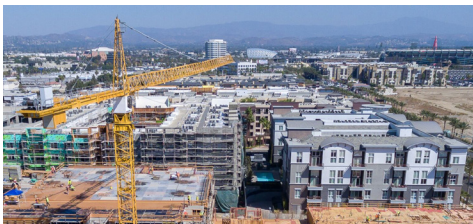
Project Organization and Leadership, Cal Tech Center for Management Education



With a decade of industry-specific experience, Jeremy exceeds the City’s minimum requirement of five years. He is proficient in all aspects of CWA administration and ready to provide program management oversight and guidance to City staff. His expertise lies in the development and implementation of public agency compliance programs including CWA administration, workforce development programs, LCPs, and DBE/SBE programs. Jeremy embraces his role as the bridge between the agency and contractors. His unique skillset brings a new perspective to compliance program management that will benefit the City. His experience working as a member of the contractor’s project team, as well as working as an owner’s representative in a program management oversight role, has given him insight into how to manage a compliance program that will be successful and exceed program goals.

Jeremy provides expert knowledge in labor relations, dispute resolution, contract interpretation, and labor compliance. He is proactive and collaborative in his approach and able to anticipate and effectively address emerging challenges and opportunities on assignments. Jeremy’s proficiency in communicating with involved stakeholders and his cooperative approach to enforcement has proven successful in resolving disputes and maintaining compliance throughout his tenure.

Jeremy has an extensive and varied portfolio of clients, including municipality, transit, education, and water districts. He has direct experience working for municipalities, such as the cities of Anaheim, Buena Park, Garden Grove, and Moreno Valley. Additionally, through his experiences with agencies like the Los Angeles County Department of Public Works, Anaheim Elementary School District, and the Port of Long Beach, Jeremy has a structured approach to servicing on-call programs, which will prove beneficial to the City.



Email: jturner@thesolisgroup.com

Phone Number: (626) 685-6989

Years at TSG: 10+



Project Experience

City of Anaheim

City-wide Community Workforce Agreement Administration, Anaheim, CA

Jeremy works closely with City staff, the City's CWA Administrator, and contractors to support the City's CWA objectives on covered Project Work under the Capital Improvement Program. Regarding compliance monitoring, Jeremy assists with compliance education at Pre-Bid and Pre-Construction meetings, assists with reviewing any areas of concern in the administration of the CWA, and makes recommendations of enforcement actions. Jeremy is responsible for submitting weekly activity reports to the City's CWA Administrator, assisting in the preparation of CWA status reports presented to the City Council, implementing best practices related to the CWA, and maintaining compliance files and worker databases under the CWA.

Port of Long Beach

Middle Harbor Redevelopment Program, Port-wide PLA, Long Beach, CA

TSG is the administrator for projects under the Port-Wide PLA, providing PLA administration, jobs coordination and labor compliance services. TSG previously served as the Port's PLA administrator for the Middle Harbor Redevelopment Program Phase 1, a \$1.3 billion modernization program, their first program constructed under a PLA. Jeremy initially served as an analyst providing technical expertise to staff in the performance of all compliance monitoring and enforcement responsibilities for nine concurrent projects. Jeremy assisted with the development of the policies and procedures manual, contract interpretations, grievance processing and dispute resolutions, and training of Port staff on PLA administration. As PLA Administrator of the Port-wide PLA, his team performs all PLA and labor compliance functions in addition to targeted/disadvantaged worker outreach, and veterans' outreach through the Helmets to Hardhats program and the Veterans Initiative.

Anaheim Elementary School District

Measure G General Obligation Bond Construction and Modernization Program, Anaheim, CA

Jeremy is the Project Labor Administrator/Coordinator responsible for Community Benefits Agreement (CBA) administration, labor compliance, workforce development program management, and skilled and trained workforce compliance for the District's \$77 million bond program. Jeremy works closely with the District, contractors, and local unions to ensure all projects comply with applicable labor regulations and CBA requirements.

Cerritos Community College District

Facilities Bond Construction & Modernization Program, Cerritos, CA

Jeremy is the PLA Administrator and Labor Compliance Program Manager for Cerritos Community College District. His responsibilities include addressing collective bargaining agreements, administering stabilization agreements with Los Angeles/Orange County Building and Construction Trade Council, scheduling and facilitating meetings, facilitating grievance/dispute resolution, and sustaining compliance under the workforce development program.



Issac Hernandez

Senior Analyst

As a Senior Analyst, Issac supports contractors through his deep knowledge of the programmatic requirements of each assignment. He is effective at explaining the intent of the CWA and its requirements to provide contractors with the insight and resources they need to fulfill their contractual obligations. He has direct experience participating in contract compliance investigations including prevailing wage, targeted worker, and disadvantaged worker programs. He audits and tracks contractor document submittals, as well as manages our site interviewer staff in the completion of field worker interviews.

Issac is an expert on tackling retroactive projects and the unique challenges they present. He maintains constant communication with contractors to keep close control of the close-out process on these assignments. His extensive experience with retroactively performing labor compliance on projects at the Inland Empire Utilities Agency has made him efficient in completing retro work in a timely manner and on budget.



Education

Bachelor of English,
University of California,
Los Angeles

PROJECT EXPERIENCE

Coast Community College District

Measure M Facilities Bond Construction & Modernization Program, Costa Mesa, CA

Responsible for performing daily tasks associated with PLA, local hire, and LCP administration. TSG is the PLA and LCP Administrator for this \$698 million construction bond program. Issac’s activities include reviewing contractor submittals including CPRs, Statements of Compliance, Fringe Benefit Statements, and employer training fund contributions; conducting CPR audits; preparing required audit reports; and coordinating with adjudicating and enforcement agencies on behalf of the District.

Chula Vista Elementary School District

Prop E Bond Modernization Program, Chula Vista, CA

Responsible for performing daily tasks associated with PLA, local hire, and LCP administration. TSG has served as the PLA and Labor Compliance Program Administrator for this \$26 million construction bond program, including assisting the District in meeting all bond funding requirements.



Anaheim Union High School District

Measure H General Obligation Bond Construction and Major Rehab Program, Anaheim, CA

Performs daily tasks associated with PLA, local hire, and LCP administration. TSG serves as the PLA and Labor Compliance Program Administrator for this construction bond program, including assisting the District in meeting all bond funding requirements. As the District's first PLA Administrator, one of our main priorities is ensuring local residents are utilized on District projects. TSG staff also provide contractor education, monitoring, and monthly reporting on the compliance status of all ongoing District projects.

Los Angeles County Metropolitan Transportation Authority

Purple Line Extension Phase II, Los Angeles, CA

TSG is currently providing labor compliance monitoring services for LA Metro's Purple Line Extension Phase II project. This \$1.37 billion project will run from the future Wilshire/La Cienega Station to Century City. As a direct consultant to LA Metro, we perform all services required to monitor contractor compliance with the California Labor Code, Code of Federal Regulations, and Metro's own Labor Compliance Program.

Orange County Sanitation District (OCSD)

Newhope-Placentia Trunk Sewer Replacement, Phases A & B, Orange County, CA

TSG provides LCP services including assisting OCSD in developing and implementing its LCP in accordance with California Labor Code Section 1771.5, Federal Davis-Bacon, and related acts. This program includes retroactive and ongoing document monitoring and review, audits, investigations, site visits and worker interviews, and monthly reporting. In addition, TSG has or is also preparing and obtaining DIR approval of the LCP Policies and Procedures Manual; providing ongoing contractor education; conducting full labor compliance monitoring and enforcement; and managing and preparing monthly and close-out reporting. This program involves both CWSRF and Prop-84 funding and TSG is assisting OCSD in meeting all funding requirements.

Inland Empire Utility Agency (IEUA)

Program-Wide Labor Compliance Services, Inland Empire, CA

TSG is providing monitoring and enforcement of all applicable labor code requirements, including educating contractors and coordinating any formal actions taken by government agencies or the IEUA. To date, IEUA's program includes retrofit and new construction for 25 task orders over the past five years. On an IEUA retro project, we had to complete our work within two weeks after construction was finished, as the project had federal funding and IEUA needed evidence that the project met the requirements. Issac was able to successfully accomplish this task through persistent communication and leveraging his existing positive relationships with contractors.



Cost Proposal

Not applicable to TSG.

Disclosure

TSG has no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of the aforementioned positions.

Sample Professional Service Agreement

TSG has no exceptions to the RFP and Sample Professional Service Agreement.

Checklist of Forms to Accompany Proposal

As required by the RFP, the below forms are included following this page:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution
7. Addendum No. 1



ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL
ADMINISTRATIVE SERVICES
RFP NO. 23-14



Public Works
CITY OF COSTA MESA

Addendum Released on February 6, 2023

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

- **Delete** Minimum Requirement, Proposer must have an office located in a radius of 25 miles.
- **Replace** with Minimum Requirement, Expectations will be that the consultant will be responsive to City's needs and requests for meetings.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Elvira Elizabeth Diez Solis February 8, 2023
Signature **Date**

Elvira Elizabeth Diez Solis, CEO
Typed Name and Title

TSG Enterprises, Inc. dba The Solis Group
Company Name

3452 E Foothill Blvd, Ste 200
Address
Pasadena, CA 91107
City State Zip

EXHIBIT C
FEE SCHEDULE

PROPOSAL

Vol II: Cost Proposal ATTACHMENT 1 COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES

City of Costa Mesa
No. 23-14
February 8, 2023





Cost Proposal

TSG’s rates cover all direct labor, overhead, fringe benefits and profit, and expenses such as travel (mileage, parking, etc.) and communication (postage, reports, telephone, etc.). Our standard billing rates are presented in the table below.

TSG Standard Rate Schedule					
	2023	2024	2025	2026	2027
Principal	NC	NC	NC	NC	NC
VP/Ops	\$220	\$220	\$225	\$225	\$230
Sr. Project Manager	\$185	\$185	\$190	\$190	\$195
Project Manager 2	\$174	\$174	\$179	\$179	\$184
Project Manager 1	\$149	\$149	\$154	\$154	\$159
Senior Analyst	\$122	\$122	\$126	\$126	\$130
Analyst	\$111	\$111	\$115	\$115	\$118
Site Interviewer	\$103	\$103	\$106	\$106	\$110

Standard Pricing Methodology

We develop project-specific cost estimates by service (i.e., Labor Compliance Administration, PLA Administrator Services, etc.) based on the following factors:

- Construction Value
- Planned Construction Duration
- Number of Prime contracts to be monitored
- Estimated number of subcontracts to be monitored

Utilizing actual staff hours required to perform on similar past work, we develop estimates of the total average monthly staff hours necessary to provide monitoring for projects of similar size, duration, and construction team composition. We issue monthly invoices for a lump-sum amount calculated as the total fixed-fee for the project, divided by the sum of the planned construction duration plus two months for closeout activities. If actual construction activities continue beyond the planned end of construction, we will continue providing all services for the monthly lump-sum fee.



Sample Project Pricing

The list of anticipated CWA-covered projects presented in the RFP is typical of portfolios for which we have provided CWA administration services for other local municipalities. In response to the City’s requested sample project pricing, below we summarize a recent real-world price proposal for a municipal project. This project involved the remodel of an existing fire station, had a construction value of \$3 million, a construction duration of 12 months, and it was anticipated that approximately 30 subcontractors would be active on the project.

Our proposed services on the project included CWA administration, labor compliance, and jobs coordination; it also included a skilled and trained workforce compliance and reporting requirement that may or may not apply to individual City of Costa Mesa projects. The table below reflects our proposed pricing.

Services to be Provided: CWA Administration, Labor Compliance, Jobs Coordination				
Project Description	Construction Value	Duration <i>(including two months of closeout activities)</i>	Lump Sum Monthly Invoice	Life of Project Cost Estimate
Fire Station Workforce Privacy Project	\$ 3,000,000	14	\$ 2,822	\$ 39,508

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.