

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
TSG ENTERPRISES, INC. DBA THE SOLIS GROUP TO ADMINISTER AND  
ENFORCE THE CITY'S COMMUNITY WORKFORCE AGREEMENT**

THIS AGREEMENT is made and entered into on this 17<sup>th</sup> day of September, 2024 by and between the TSG Enterprises, Inc. DBA The Solis Group ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. On June 19, 2024, the City issued Request for Proposal No. 24-084, by which it sought a qualified consultant to provide professional services in administering and enforcing the City's Community Workforce Agreement (CWA).
- B. Consultant submitted a responsive proposal dated July 3, 2024 that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 24-084.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall perform the services described in the scope of work that was included in RFP No. 24-084 and that is attached as **Exhibit A**, and as further delineated in Consultant's proposal, which is attached as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

Not to exceed amount shall be determined by the level of construction activity via public works permits, from which the City will generate revenue to cover the cost of these services. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement.

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in **Exhibit C**. The total amount to be expended under this Agreement shall not exceed \$2,000,000 during the term of this Agreement, including any extension periods exercised under Section 3.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for a **three (3) year term** with the option for the City to grant up to **one (1) two (2) year** renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

### **4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## **7. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty

(30) days prior written notice to the City.

- iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief arises by reason of the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **11. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

#### **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This clause shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

## **21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714- 647-5635

To Consultant:

TSG Enterprises, Inc. dba. The Solís Group  
3452 E. Foothill Blvd., Suite 200  
Pasadena, CA 91107

Attn: ~~Lina Gerpe, Marketing Pursuit Lead~~

MIKE KOMSKY, COO



A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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[Signatures continued on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

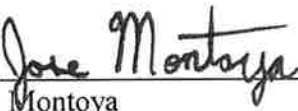
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nuñez  
City Manager

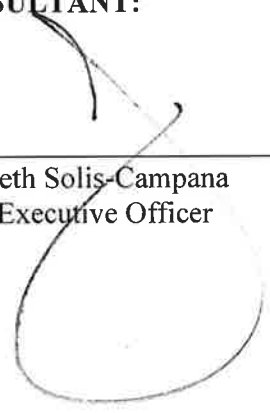
**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By:   
\_\_\_\_\_  
Jose Montoya  
Assistant City Attorney

\_\_\_\_\_  
Elizabeth Solis-Campana  
Chief Executive Officer



**RECOMMENDED FOR APPROVAL:**

**Nabil Saba** Digitally signed by Nabil Saba  
Date: 2024.08.26 13:14:49  
-07'00'

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## **EXHIBIT A**

# REQUEST FOR PROPOSALS NO. 24-084

FOR

## LABOR COMPLIANCE & COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES



### CITY OF SANTA ANA PUBLIC WORKS AGENCY

20 Civic Center Plaza  
Santa Ana, CA 92701

Sean Thomas *ST.*  
Project Manager  
(714) 647-5655

[Sthomas5@santa-ana.org](mailto:Sthomas5@santa-ana.org)

Approved for Release:

Nabil Saba, P.E.  
Executive Director  
Public Works Agency

**KEY RFP DATES:** *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:	Wednesday, June 19, 2024
Deadline for Request for Information:	Tuesday, June 25, 2024, 2:00 P.M.
Submittal Due Date:	Wednesday, July 3, 2024
Project Award Date:	Tuesday, August 20, 2024



## CITY OF SANTA ANA

### EXHIBIT I

### SCOPE OF SERVICES

#### **INTRODUCTION/BACKGROUND**

The Community Workforce Agreement (CWA) is an agreement between the City of Santa Ana (City), the Los Angeles/Orange Counties Building and Construction Trades Council, and affiliated local unions. The CWA became fully integrated into project specifications in September of 2017 and has since adopted a new agreement in June of 2023 (EXHIBIT III)

The City seeks proposals from capable and experienced firms to provide professional services in overseeing and monitoring labor compliance requirements, as well as administering and enforcing the obligations of the CWA to ensure that the benefits envisioned from it flow to all Parties, including the Contractors, crafts persons working under it, and the residents of the City.

The objective for Public Works Projects is to ensure that any and all Contractors adhere to the State of California Department of Industrial Relations (DIR) Labor Compliance and Prevailing Wage requirements. All workers performing any labor must be in accordance with the California State Labor Code. The aim of the CWA is to increase employment opportunities for workers who live in Santa Ana, Orange County, and Veterans, regardless of where they reside, increase training and employment opportunities for the City's construction trade students through apprenticeships, and to promote efficiency of construction operations performed for the City. The CWA applies to all of the City's Project Work performed by Contractor(s) of any tier that have contracts awarded for such work, for the development of the City's facilities which have been designated by the City for construction or rehabilitation.

Project Work covered by the CWA is defined and limited to all construction and major rehabilitation work for multi trade construction contracts exceeding seven-hundred and fiftythousand dollars (\$750,000), and all specialty contracts exceeding one-hundred thousand dollars (\$100,000). A goal of thirty (30) percent of total work hours shall be performed from workers residing within the areas defined in the CWA.

#### **DESCRIPTION OF WORK**

Provide all services, and support, required to actively monitor and enforce all Labor Compliance requirements and reporting. Provide all services, and support, required to actively administer and enforce the obligation of the CWA, ensuring that the benefits from it flow to all Parties.

#### **FIRM/CONTRACTOR RESPONSIBILITIES**

The selected firm shall provide professional administrative services that include, but are not limited to the following:

1. Act as the City's authorized representative and the liaison between the City, Contractors, and Local Unions, coordinating all CWA activities.
2. 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 Contractor in achieving the CWA goal.
3. Conduct Pre-Job Meeting between Contractor, Sub-Contractors, and appropriate Unions, informing all parties of their rights and obligations under the CWA.
4. Assist and guide Contractors during all phases of construction.
5. Assist and advise City staff in the preparation CWA sections of project Specifications and Bid Package.
6. Assist in review, and responses, to CWA related Requests for Information during bidding.
7. Collect, review, and verify all forms required by the CWA, prior to commencement of project work. Create and maintain a CWA Administration database.
8. Assist in interpretation, clarification, and application of the CWA.
9. Recommend enhancements of the CWA.
10. Investigate, supervise, and resolve CWA grievances.

11. Monitor and recommend enforcement measures to ensure compliance by Contractor, and Local Unions, with provisions of the CWA.
12. Organize monthly meetings with City staff, providing CWA update on City projects.
13. Prepare various monthly, quarterly, and annual reports detailing CWA / labor compliance activity.
14. Prepare a Project Closeout Report outlining obstacles, violations, services performed, and final percentages achieved by workforce type (Santa Ana, Orange County, Veterans and Non-Local).
15. Prepare an Annual report summarizing all CWA activity (planned, active, and completed projects), to present to City Council and residents of Santa Ana.
16. Author updates to CWA Compliance Packet to assist Contractors in complying with the CWA, as needed.
17. Author updates to CWA Policies and Procedures manual as a guide for CWA administration duties.
18. Train City staff, and those identified by the City, on implementation of CWA by developing educational material and presentations.
19. CWA orientation for Contractors, as needed.
20. Act as the City's authorized representative and the liason between the City, Contractors, and other agencies, coordinating all Labor Compliance activities.
21. Attend Pre-Bid and/or Pre-Construction meetings to provide an overview of the labor compliance requirements that the Contractor must follow.
22. Assist and advise City staff in the preparation of Labor Compliance section of project Specifications and Bid Package.
23. In accordance with the Caltrans Local Assistance Procedures Manual (LAPM), collect, review, and verify all Certified Payroll Reports (CPR) against the prevailing wage rates. Create and maintain a database to encompass all Labor Compliance.
24. Ensure Apprenticeship requirements are met per project Specifications.
25. Perform regular site interviews of Contractor's employees for wage rate verification in accordance with the Caltrans LAPM.
26. Prepare a Project Closeout Report outlining any deficiencies, any/all CPRs, interview records, claims, and any final Labor Compliance reports.
27. Train City staff, and those identified by the City, on implementation of Labor Compliance by developing educationa material and presentations.

## **CITY RESPONSIBILITIES**

The City will furnish copies of project Plans and Specifications. The City will make available any other material related to the Community Workforce Agreement and Labor Compliance.

## **PREVAILING WAGES**

The successful firm will be subjected to compliance, monitoring and enforcement by the State of California Department of Industrial Relations. 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.

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

Firm shall provide certified payroll to the Ciy upon invoicing. The City will not process invoices until certified payroll has been provided.

## **FEE PROPOSAL**

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

Proposer's Fee Proposal shall be submitted concurrently with the technical proposal, but in a separately sealed envelope, clearly labeled as "Fee Proposal." This shall include the firm's Standard Hourly Fee Schedule, inclusive of all anticipated applicable fees for the types of projects described in this RFP.

The proposer shall also submit another Fee Proposal to include classifications or services that can be provided by the proposer. This fee proposal should be included in the aforementioned envelope.

## **EXHIBIT B**

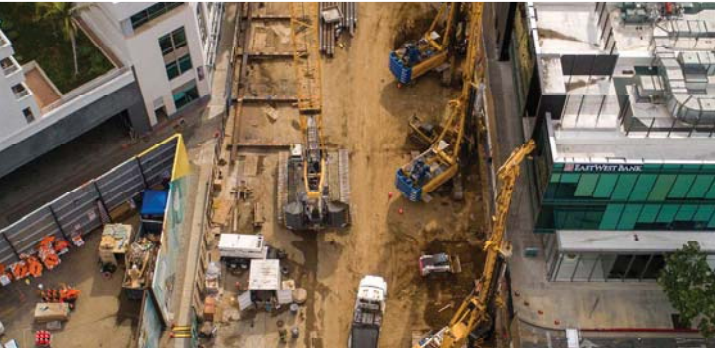
# PROPOSAL

Volume I: Statement of Qualifications

## LABOR COMPLIANCE & COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES



City of Santa Ana  
RFP No. 24-084  
July 3, 2024





## b. Services Provided

The City presents a well-developed general scope of services in the RFP; we concur with the City's scope of work and incorporate it herein. Our scope of services shall include, but are not limited to the following:

1. Act as the City's authorized representative and the liaison between the City, Contractors, and Local Unions, coordinating all CWA activities.
2. 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 Contractor in achieving the CWA goal.
3. Conduct Pre-Job meetings between Contractor, Sub-Contractors, and appropriate Unions, informing all parties of their rights and obligations under the CWA.
4. Assist and guide Contractors during all phases of construction.
5. Assist and advise City staff in the preparation of CWA sections of project specifications and bid packages.
6. Assist in review, and responses, to CWA related Requests for Information during bidding.
7. Collect, review, and verify all forms required by the CWA, prior to commencement of project work.  
Create and maintain a CWA Administration database.
8. Assist in interpretation, clarification, and application of the CWA.
9. Recommend enhancements of the CWA.
10. Investigate, supervise, and resolve CWA grievances.
11. Monitor and recommend enforcement measures to ensure compliance by Contractor and Local Unions, with provisions of the CWA.
12. Organize monthly meetings with City staff, providing CWA update on City projects.
13. Prepare various monthly, quarterly, and annual reports detailing CWA/labor compliance activity.
14. Prepare a Project Closeout Report outlining obstacles, violations, services performed, and final percentages achieved by workforce type (Santa Ana, Orange County, Veterans, and Non-Local).
15. Prepare an Annual Report summarizing all CWA activity (planned, active, and completed projects), to present to City Council and residents of Santa Ana.
16. Author updates to CWA Compliance Packet to assist Contractors in complying with the CWA, as needed.
17. Author updates to CWA Policies and Procedures manual as a guide for CWA administration duties.
18. Train City staff, and those identified by the City, on implementation of CWA by developing educational material and presentations.
19. Conduct CWA orientation for Contractors, as needed.
20. Act as the City's authorized representative and liaison between the City, Contractors, and other agencies, coordinating all labor compliance activities.
21. Attend Pre-Bid and/or Pre-Construction meetings to provide an overview of the labor compliance requirements that the Contractor must follow.
22. Assist and advise City staff in the preparation of the labor compliance section of project specifications and bid packages.



23. In accordance with the Caltrans Local Assistance Procedures Manual (LAPM), collect, review, and verify all Certified Payroll Reports (CPR) against the prevailing wage rates. Create and maintain a database to encompass all labor compliance.
24. Ensure Apprenticeship requirements are met per project specifications.
25. Perform regular site interviews of Contractor's employees for wage rate verification in accordance with the Caltrans LAPM.
26. Prepare a Project Closeout Report outlining any deficiencies, any/all CPRs, interview records, claims, and any final labor compliance reports.
27. Train City staff, and those identified by the City, on implementation of labor compliance by developing educational material and presentations.

A detailed description of our deliverables, implementation plan, and timeline in accordance to this scope of services can be found under Proposal Section e. Proposed Work Plan/Understanding of Need.

## **EXHIBIT C**

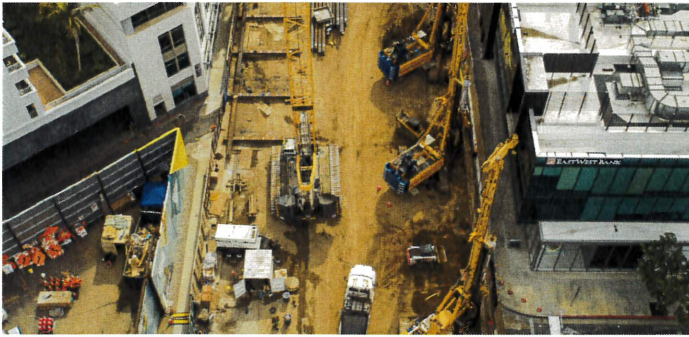
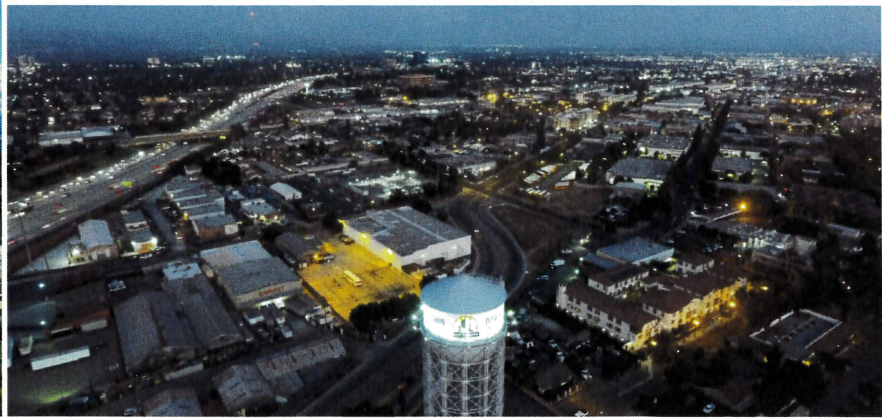
# PROPOSAL

Volume II: Cost Proposal

## LABOR COMPLIANCE & COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES



City of Santa Ana  
RFP No. 24-084  
July 3, 2024





## 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					
	2024	2025	2026	2027	2028
Principal Agent	\$220	\$225	\$225	\$230	\$230
Project Manager	\$149	\$154	\$154	\$159	\$159
Analyst	\$111	\$115	\$115	\$118	\$118
Site Interviewer	\$103	\$106	\$106	\$110	\$110

### Standard Pricing Methodology

We develop project-specific cost estimates by service (i.e., Labor Compliance Administration, CWA 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. If actual construction activities continue beyond the planned end of construction, we will continue providing all services at the same billing rates.

### Task and Team Hourly Effort

As requested in the RFP, on the following page we have included a table that outlines the tasks in the City's scope of services and provides an estimate of hours, per team member, for each given task.



City of Santa Ana - RFP No. 24-084  
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Professional Administrative Services

Task	Description of Task	Team Hourly Effort
1	Act as the City's authorized representative and the liaison between the City, Contractors, and Local Unions, coordinating all CWA activities.	Principal Agent: 1 hour Project Manager: 4 hours Analyst: 2 hours
2	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 Contractor in achieving the CWA goal.	(Project-Specific) Project Manager: 3 hours Analyst: 5 hours
3	Conduct Pre-Job meetings between Contractor, Sub-Contractors, and appropriate Unions, informing all parties of their rights and obligations under the CWA.	(Project Specific) Project Manager: 3 hours Analyst: 5 hours
4	Assist and guide Contractors during all phases of construction.	Project Manager: 2 hours Analyst: 3 hours
5	Assist and advise City staff in the preparation of CWA sections of project specifications and bid packages.	Project Manager: 3 hours Analyst: 1 hours
6	Assist in review, and responses, to CWA related Requests for Information during bidding.	Project Manager: 1 hour
7	Collect, review, and verify all forms required by the CWA, prior to commencement of project work. Create and maintain a CWA Administration database.	Project Manager: 2 hours Analyst: 6 hours
8	Assist in interpretation, clarification, and application of the CWA.	Project Manager: 4 hours
9	Recommend enhancements of the CWA.	Principal Agent: 1 hour Project Manager: 4 hours
10	Investigate, supervise, and resolve CWA grievances.	Project Manager: 6 hours Analyst: 10 hours
11	Monitor and recommend enforcement measures to ensure compliance by Contractor and Local Unions, with provisions of the CWA.	Project Manager: 3 hours
12	Organize monthly meetings with City staff, providing CWA update on City projects.	Project Manager: 2 hours
13	Prepare various monthly, quarterly, and annual reports detailing CWA/labor compliance activity.	(Monthly) Project Manager: 2 hours Analyst: 4 hours



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Task	Description of Task	Team Hourly Effort
14	Prepare a Project Closeout Report outlining obstacles, violations, services performed, and final percentages achieved by workforce type (Santa Ana, Orange County, Veterans, and Non-Local).	Project Manager: 1 hour Analyst: 2 hours
15	Prepare Annual Report summarizing all CWA activity (planned, active, and completed projects), to present to City Council and residents of Santa Ana.	Project Manager: 2 hours Analyst: 3 hours
16	Author updates to CWA Compliance Packet to assist Contractors in complying with the CWA, as needed.	Project Manager: 2 hours Analyst: 2 hours
17	Author updates to CWA Policies and Procedures manual as a guide for CWA administration duties.	Project Manager: 2 hours Analyst: 2 hours
18	Train City staff, and those identified by the City, on implementation of CWA by developing educational material and presentations.	Project Manager: 4 hours Analyst: 8 hours
19	Conduct CWA orientation for Contractors, as needed.	Project Manager: 2 hours Analyst: 4 hours
20	Act as the City's authorized representative and liaison between the City, Contractors, and other agencies, coordinating all labor compliance activities.	Project Manager: 2 hours Analyst: 1 hour
21	Attend Pre-Bid and/or Pre-Construction meetings to provide an overview of the labor compliance requirements that the Contractor must follow.	(Project-Specific) Project Manager: 3 hours Analyst: 5 hours
22	Assist and advise City staff in the preparation of the labor compliance section of project specifications and bid packages.	Project Manager: 3 hours Analyst: 1 hours
23	In accordance with the Caltrans Local Assistance Procedures Manual (LAPM), collect, review, and verify all Certified Payroll Reports (CPR) against the prevailing wage rates. Create and maintain a database to encompass all labor compliance.	(Monthly) Project Manager: 2 hours Analyst: 5 hours
24	Ensure Apprenticeship requirements are met per project specifications.	Project Manager: 1 hour Analyst: 2 hours
25	Perform regular site interviews of Contractor's employees for wage rate verification in accordance with the Caltrans LAPM.	Site Interviewer: 2 hours
26	Prepare a Project Closeout Report outlining any deficiencies, any/all CPRs, interview records, claims, and any final labor compliance reports.	Project Manager: 1 hour Analyst: 2 hours
27	Train City staff, and those identified by the City, on implementation of labor compliance by developing educational material and presentations.	Project Manager: 4 hours Analyst: 8 hours



## Sample Project Cost

To best illustrate our pricing methodology, below are pricing tables for several sample projects of varying sizes that are broken down by team member, include both CWA administration and labor compliance, and assumed to be billed on a Time and Materials basis.

Project Description		Construction Value	Duration (including 2-months of closeout activities)
Concrete Improvements		\$4,810,000	8
Role	Billing Rate	Estimated Number of Hours	Monthly Estimate
Principal Agent	\$185	1	\$185
Project Manager	\$149	3	\$447
Analyst	\$111	7	\$777
Site Interviewer	\$103	2	\$206
Estimated Total Cost (Monthly)			\$1,615
Life of Project Cost Estimate			\$12,920

Project Description		Construction Value	Duration (including 2-months of closeout activities)
Library Renovation		\$26,158,246	14
Role	Billing Rate	Estimated Number of Hours	Monthly Estimate
Principal Agent	\$185	1	\$185
Project Manager	\$149	5	\$745
Analyst	\$111	12	\$1,554
Site Interviewer	\$103	2	\$206
Estimated Total Cost (Monthly)			\$2,690
Life of Project Cost Estimate			\$37,660

Project Description		Construction Value	Duration (including 2-months of closeout activities)
Field, Stadium, and Pool Renovation		\$72,000,000	20
Role	Billing Rate	Estimated Number of Hours	Monthly Estimate
Principal Agent	\$185	1	\$185
Project Manager	\$149	10	\$1,490
Analyst	\$111	19	\$2,109
Site Interviewer	\$103	2	\$206
Estimated Total Cost (Monthly)			\$3,990
Life of Project Cost Estimate			\$79,800