

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
FOR ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT
FOR THE CITY OF MORENO VALLEY**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and TSG Enterprises, Inc. dba The Solis Group, a California corporation hereinafter described as "Consultant." This Agreement is made and entered into as of this _____ day of _____ (Month) 202__ (“Effective Date”).

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

DESCRIPTION OF PROJECT

1. The Project is described as Professional Consultant Services for Administrating the Community Workforce Agreement.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a fee of \$150,000 per year for the total aggregate "Not-to-Exceed" amount of \$750,000 over the entire five-year term of this agreement in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 31, 2030**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent Consultant and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary Consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subconsultant to also comply with the requirements of this Section 13.

14. Indemnification.

(a) Design Professional Services.

To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing design professional services, Consultant shall indemnify, defend, and hold harmless the City, the Moreno Valley Community Services District (“CSD”), and the Moreno Valley Housing Authority (“Housing Authority”), their officers, officials, employees, agents and volunteers from any and all liability, claims, demands, damages, costs (including reasonable attorney's fees), or injuries to any person (including injury to Consultant's employees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants, or anyone under its control in the performance of professional services under this Agreement. This indemnity obligation specifically does not apply to liability arising from (1) the sole negligence, (2) active negligence, or (3) willful misconduct of the City, CSD, or Housing Authority.

(b) Non-Design Professional Services and Construction Work.

For all services that are not design professional services and for any construction-related work, Consultant shall indemnify, defend, and hold harmless the City, CSD, and Housing Authority, their officers, officials, employees, agents and volunteers from any and all liability, claims, demands, damages, costs (including reasonable attorney's fees), injuries to any person (including injury to Consultant's

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

employees), stop payment notices, direct and indirect job site losses, and losses of any kind arising from or connected with the performance of the work, including but not limited to defective workmanship, non-compliance with Contract Documents, or damage to adjacent properties. This indemnity obligation does not apply to liability arising from the sole negligence or willful misconduct of the indemnified parties.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Consultant as an independent Consultant of City and agents and employees of Consultant, and not as agents or employees of City. Consultant and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Consultant to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Consultant shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Consultant or City files an appeal or court challenge, Consultant and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subconsultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subconsultants, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subconsultant.

(f) Where determined applicable by the City, Consultant will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT

business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance:

1. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, sub-contractor, or any person acting for the Consultant or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT

- \$1,000,000 per accident for bodily injury and property damage

3. Employer's Liability (Worker's Compensation)

- \$1,000,000 each accident for bodily injury
- \$1,000,000 disease each employee
- \$1,000,000 disease policy limit

4. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

5. Professional Liability (Errors and Omissions):

- \$1,000,000 per occurrence/ claim
- \$2,000,000 policy aggregate.

6. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT

primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions

Other Insurance Provisions:

The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- 2) The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- 3) Consultant’s insurance coverage shall be primary and no contribution shall be required of City.

The Workers’ Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

- 1) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT

- 2) Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
- 4) A copy of the claims reporting requirements must be submitted to City for review.
- 5) These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Consultant shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

- 1) Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
- 2) Additional Insured endorsement for auto liability coverage
- 3) Waiver of Subrogation for workers compensation coverage
16. The waiver by either party of a breach by the other of any provision of this Agreement

shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Prevailing Wage Requirements.

(a) Consultant and all subconsultants shall comply with California Labor Code §§ 1720-1861 regarding payment of prevailing wage rates for covered work. Consultant shall pay not less than prevailing wage rates as determined by the Director of Industrial Relations. Consultant shall post applicable wage determinations at each project site.

(b) For contracts over \$30,000, Consultant shall comply with apprentice employment requirements under Labor Code § 1777.5. Consultant shall be responsible for compliance with apprentice requirements by all subconsultants.

(c) Consultant shall maintain accurate payroll records in compliance with Labor Code § 1776, including employee names, addresses, social security numbers, work classifications, straight time and overtime hours worked, and actual wages paid. Consultant shall certify and submit payroll records to the City or Division of Labor Standards Enforcement upon request.

(d) Consultant acknowledges that failure to pay prevailing wages will subject Consultant to penalties under Labor Code §§ 1775 and 1813. The City may withhold contract payments to cover unpaid wages and penalties.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

(e) Pursuant to Labor Code § 1725.5, Consultant and all subconsultants performing covered work must be registered with the Department of Industrial Relations (DIR). Consultant shall verify subconsultant DIR registration prior to subcontracting. This Project is subject to DIR compliance monitoring and enforcement.

(f) Consultant shall include these requirements in all subcontracts for covered work and ensure subconsultant compliance.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

24. The City and the Consultant agree, that to the extent permitted by law, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties, both during the term of this Agreement and after its expiration or termination; provided, however, that nothing in this Section shall restrict the City's ability to disclose records as required by the California Public Records Act (Government Code § 6250 et seq.) or other applicable law.

25. (a) Consultant shall comply, and require its subconsultants to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subconsultant that, after a due diligent inquiry, Consultant and the respective subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subconsultants to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subconsultants performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subconsultants shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subconsultants to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

in all subcontracts entered into by Consultant for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- a) Consultant shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Consultant violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and Consultant may terminate the Agreement, as provided the General Conditions.
- c) Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by Consultant.)
- d) Consultant shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) Consultant shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- j) Consultant shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) Consultant shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

29. Waiver of Civil Code Section 1542 and CalPERS-Related Disclosures.

Consultant expressly waives any and all rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Consultant's waiver is intended to extend to any and all claims, known or unknown, arising out of or relating to this Agreement, including but not limited to any claims of entitlement to benefits under the California Public Employees' Retirement System (CalPERS) arising from alleged misclassification as an employee. Consultant acknowledges that it has had the opportunity to seek the advice of legal counsel

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
ADMINISTRATING THE COMMUNITY WORKFORCE AGREEMENT**

regarding the meaning and effect of this waiver.

Consultant further agrees to disclose in writing to the City the identity of any persons performing services under this Agreement who are retirees receiving CalPERS retirement benefits, prior to such persons performing any work. Consultant shall ensure compliance with all applicable CalPERS rules, laws, and regulations regarding post-retirement employment.

30. Authority to Execute.

Each person signing this Agreement represents and warrants that he or she has full authority to bind the party on whose behalf the signature is made, and that all necessary approvals for such execution have been obtained.

SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

TSG Enterprises, Inc. dba The Solis Group

BY: _____
Brian Mohan, City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

<p style="text-align: center;"><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____ City Attorney</p> <p>_____ Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____ Public Works Director/City Engineer</p> <p>_____ Date</p>

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant Proposal
Exhibit "C" – City Services
Exhibit "D" – Terms of Payment

EXHIBIT A

City's Request for Proposal

DRAFT

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES
FOR ADMINISTRATING THE COMMUNITY WORKFORCE PROGRAM
FOR THE CITY OF MORENO VALLEY**

I. INVITATION

The City of Moreno Valley is requesting for proposals (RFP) to obtain Professional Consultant Services for Administrating the City's Community Workforce Program (CW Program).

The City seeks to select a firm to provide the City's CW Program services under a contract term of up to five years contract term, subject to City Council approval. The Consultant shall provide said services on an as-needed basis, with total annual compensation up to \$150,000.

Interested parties may register and download copies of the RFP package and submit proposals electronically (in PDF format) via the City's online bidding system located at <http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>.

Proposals will be accepted until **2:00 p.m. on December 4, 2025**.

Proposers are solely responsible for "on time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible for familiarizing themselves with the online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service to successfully submit their proposals. Failure of the proposers to successfully submit electronic proposals shall be at the proposers' sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City nor PlanetBids makes any guarantee as to the timely availability of assistance or any assurance that any given problem will be resolved by the proposal submission deadline.

All Request for Information (RFI) regarding this RFP must be submitted through the online bidding system noted above no later than **2:00 p.m. on November 20, 2025**.

II. PROJECT DESCRIPTION

The City's Community Workforce Program is designed to forge a partnership between the City of Moreno Valley and the San Bernardino/Riverside Building and Construction Trades Council ("Building Trades Council") as well as other independent labor groups (i.e. Southwest Regional Council of Carpenters) with a goal to create construction jobs for local residents on Public Works projects valued at \$1 million or more. The Program is envisioned to expand the City's ongoing job creation efforts for the City's Public Works projects. The Program is intended to develop skilled workers in the construction industry by capitalizing on opportunities available in larger City-funded Public Works projects.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR COMMUNITY WORKFORCE PROGRAM

In June 2021, the City Council has initiated and moved forward with the Program. A key component of the Program is the Community Workforce Agreement (CWA). The CWA is intended to be applied to eligible City of Moreno Valley Public Works projects to set goals of hiring local residents working in skilled crafts and trades. The CWA identifies which types of City Public Works construction projects would be subject to the agreement and is for a period of five years from the effective date. The CWA was approved by the City Council on July 7, 2020, and recertified on June 17, 2025.

III. SCOPE OF SERVICES

This RFP is to obtain Professional Consultant Services for Administrating the City's Community Workforce Program (Program). The CWA outlines the need for an independent third party contractor to conduct the duties and assignments of the CWA Administrator as outlined in the CWA.

The selected consultant, as the CWA Administrator will be required to perform all work to administer the Program on the assigned projects which are subject to the CWA pursuant to the requirements outlined in the CWA.

Required services include, but not limit to:

- Serve as the CWA Administrator to administer and enforce the CWA.
- Serve as the City's liaison for Contractors, Consultants, and other persons regarding to the CWA.
- Monitor the contractor's and consultant's compliance with the CWA.
- Assist, as the authorized representative of the City, in developing and implementing the CW program.
- Process, handle, and keep records of all documents and forms, especially the of assent required for CWA of the assigned projects.
- Verify and document the contractor meeting goal set for the total work hours performed on City Public Works projects subject to the CWA by local residents, as well as Veterans.
- Verify and document the contractor meeting goal set for the career placement of disadvantaged and at-risk youth, low income and under/unemployed residents, women, minorities, and veterans.
- Assist City in coordination with the Trade Council for issues related to CWA.
- Perform analysis to measure the success of the Program and CWA.
- Assist the City in coordination with the Trade Council members, and contractors to promote training opportunities to encourage application from Moreno Valley residents.
- Attend the Pre-Job Conference and/or CWA related meeting per City request.
- Participate in dispute procedure. Provide recommendations to resolve conflict / dispute related to CWA per City request.

Additional assignments and task may be required of the CWA Administrator pursuant to the

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR COMMUNITY WORKFORCE PROGRAM

requirements outlined in the City's CWA.

IV. SUBMITTAL REQUIREMENTS

The Consultant's Proposal shall be no more than 20 pages. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, and appendices. Resumes and all required forms shall be attached in the appendices.

The Consultant's Proposal should include:

- a. **Statement of Qualifications:** Provide a Statement qualifications including experience of the Consultant firm for CWA Administration for all applicable City projects. Emphasize the specific qualifications and experience from similar works/projects for the Consultant CWA Administrator (Consultant) and key team members including references. Experience with other local governmental agencies should be highlighted. Identify and provide detailed information for the Consultant's qualifications, track record and relevant experience. Information on the back-up personnel in the event of the key personnel not available to provide the contracted services for certain period during the contract duration. Back-up personnel's qualifications are to be presented for evaluation.
- b. **Understanding of Scope of Services:** This section should clearly convey clear understanding of the nature of the work, identification of major issues, and proposed solutions thereof.
- c. **Approach to Provide the Required Services:** This section provides the Consultant's proposed approach to successfully provide the services required by this RFP. Include an organization chart showing proposed relationship among Consultant team/staff as well as any other parties that may have a significant role in completing services.
- d. **Staffing Plan:** This section assigns key personnel who serves as the administrator and is expected to remain in service until completion of the contract. This section also discusses the staffing plan and back up personnel to ensure continuous service delivery.
- e. **Rates and Reimbursable Requirements:** Provide the Consultant's hourly rate schedule. The rates shall be firm fixed hourly rates for the term of the contract.
- f. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process.

The Consultant's Proposal shall include the following statements:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES
FOR COMMUNITY WORKFORCE PROGRAM**

- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A statement, in a single and separate section of the proposal, with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this RFP.
- E. A statement of professional qualifications and experience in administrating CWA. Include the names, qualifications and proposed duties of the Consultant's proposed organization chart to be assigned to provide these services; a listing of recent similar CWA Administration services completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
- F. A copy of the Consultant's firm fixed hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments.
- G. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of reports, analysis or similar evidence of attainment of the Agreement objectives.
- H. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other protected class.
- I. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- J. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to the assigned project. All relevant records shall be retained for at least three years.
- K. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- L. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- M. A statement that the Consultant offers and agrees to assign to the City all rights, title, and

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR COMMUNITY WORKFORCE PROGRAM

interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

N. Required forms:

- a. Non-Collusion Declaration
- b. Exhibit 10-Q – Disclosure of Lobbying Activities

V. PAYMENT TO CONSULTANT

- A. The City will pay the Consultant for work completed as identified in the Payment Schedule and as reviewed and approved by the City.
- B. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Invoices shall specifically identify job titles, project specific numbers, person-hours, and costs incurred by each task and shall include all necessary supporting documents.
- C. Reimbursement costs such as mileage, printing, telephone, photographs, postage, and delivery, are to be included in the hourly rates, and no separate/additional reimbursement will be allowed.

VI. INSURANCE

The consultant shall comply to the insurance requirements as included in the Agreement for Professional Consultant Services.

VII. Public Employees Retirement Law (CalPERS)

The consultant shall comply to the Public Employees Retirement Law (CalPERS) requirements as included in the Agreement for Professional Consultant Services.

VIII. Managing Federal and State Funded Projects

As part of the proposals (RFP) to obtain Professional Consultant Services for Administrating the City's Community Workforce Program (CW Program), the Consultant may be assigned to manage certain federal and state funded projects under FHWA, HUD, FEMA, and/or State Bills (SB). The work and/or services to be provided by the Consultant shall comply with all pertinent local, State, and Federal laws and regulations. The Consultant, therefore, shall be legally able to perform services for Federal or State funded projects.

The Consultant shall also be required to submit the Disclosure of Lobbying Activities (Exhibit 10-Q) as included in this RFP along with the proposal.

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES
FOR COMMUNITY WORKFORCE PROGRAM**

IX. INDEMNIFICATION

The consultant shall comply to the indemnification requirements as included in the Agreement for Professional Consultant Services.

X. TERMINATION FOR CONVENIENCE OF THE CITY

The consultant shall comply to the termination clauses as included in the Agreement for Professional Consultant Services.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of these services is that of an independent contractor. The personnel performing said services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. DISCLOSURE

The Political Reform Act and the City's Conflict of Interest Code require that Consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall in no way be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. Contract awarded in connection with this solicitation will be made to the consultant who, in the opinion of the City, is best qualified to provide these services.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR COMMUNITY WORKFORCE PROGRAM

XIV. SELECTION CRITERIA

The Proposals will be rated/ranked according to the following criteria:

1. **General Experience and Qualifications (25 points)**—Information about the company; ability to furnish required insurance and meet stipulations of the City’s “boiler plate” agreement; details about similar CWA Administrating services provided by the firm, including key staff and reference information (preferably with municipal agencies).
2. **Experience of Key Personnel (50 points)**—Background of key personnel assigned as CWA Administrator and backup personnel; qualifications and abilities; familiarity with CWA; experience working with Trades Council, Unions as well as other independent labor groups; experience on comparable CWA applicable projects and length of service with the firm; relevant licenses and/or certifications; experience with programs similar in nature to this CWA Administrating project;
3. **Understanding of Scope of Services (25 points)**—Understanding of CWA Administrating services; discussion of major issues and potential conflicts and how the Consultant plans to address them; management approach and organization necessary to complete the work.

Proposals failing to provide sufficient information to accurately assess the qualifications of the proposed key personnel/staffing and failing to comply with requirements and conditions of the RFP and the Agreement for Professional Services will not be given further consideration.

XV. ATTACHMENTS

- Attachment 1 - Community Workforce Agreement
- Attachment 2 - Letter of Assent
- Attachment 3 - City Agreement for Professional Consultant Services
- Attachment 4 - Non-Collusion Declaration
- Attachment 5 - Disclosure of Lobbying Activities (Exhibit 10-Q)

EXHIBIT B

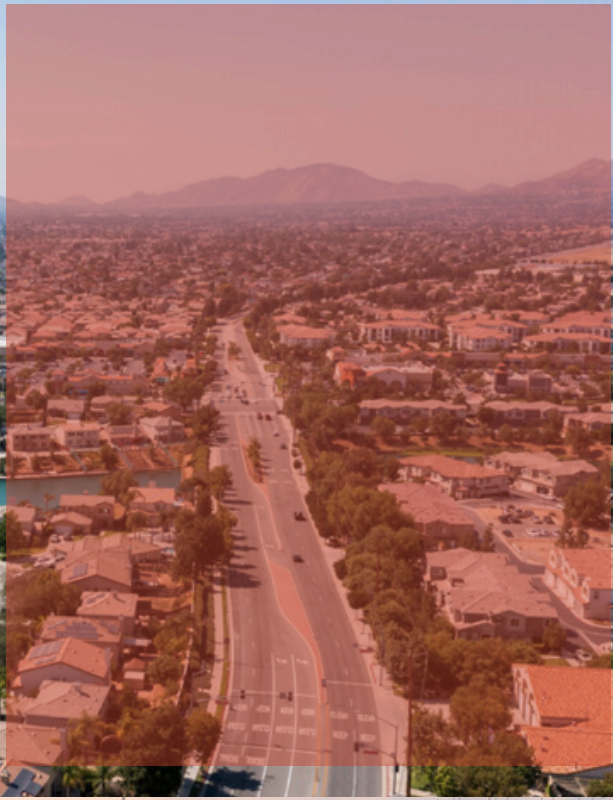
CONSULTANT'S PROPSAL

DRAFT



MORENO VALLEY
WHERE DREAMS SOAR

December 4, 2025

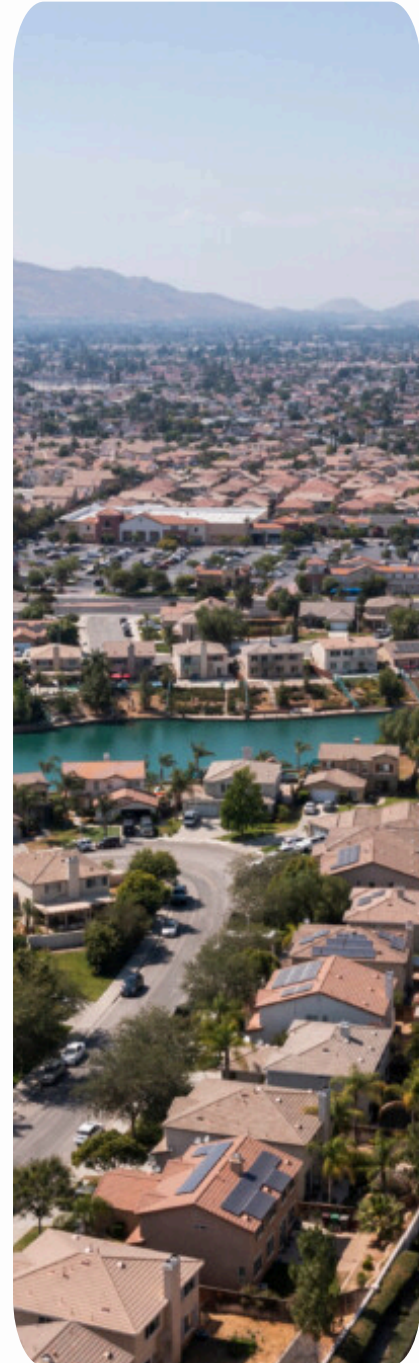


City of Moreno Valley Request for Proposals Professional Consultant Services for Administrrating the Community Workforce Program



Table of Contents

➤	Statement of Qualifications	1
➤	Understanding of Scope of Services	4
➤	Approach to Scope of Services	5
➤	Staffing Plan	11
➤	Rates and Reimbursable Requirements	13
➤	Additional Relevant Information	14
➤	Additions or Acceptions to the City's Request for Proposal	14
➤	Appendix - Staff Resumes and Statements of Concurrence	





Cover Letter

Capital Projects Department
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553

**RE: Request for Proposal (RFP) for Professional Consultant Services
for Administering the Community Workforce Program**

The Solís Group (TSG) is pleased to submit our proposal in response to the request of Professional Consultant Services for Adminstrating the City of Moreno Valley's (City) Community Workforce Program (CW Program). We appreciate the opportunity to demonstrate our capabilities in supporting the City's critical public works initiatives.

Founded in 1992, TSG has over 33 years of experience delivering labor compliance, program management, and workforce monitoring services.

TSG has a long and productive history supporting the City of Moreno Valley. Since 2020, we served the City as its On-Call CWA Consultant, providing contractor support and labor-management coordination. Our past partnership strengthened our understanding of the City's priorities, unique local-hire goals, and the operational expectations associated with implementing a successful Community Workforce program.

As demonstrated in our prior work with the City and our extensive experience with public agencies across California and beyond, TSG is committed to delivering expert advice, accurate and timely reporting, and a staff that is courteous and responsive.

Sincerely,

Elizabeth Solís-Campana
CEO

Firm Information

TSG Enterprises, Inc. dba
The Solís Group

Corporate Headquarters:
3452 E Foothill Blvd, Suite 200
Pasadena, California 91107

Phone:

(626) 685-6989

Fax:

(626) 685-6985

Principal Contact:

Elizabeth Solís-Campana

Email:

elizabeths@thesolisgroup.com

Proposal Contact:

Gonzalo Armijos,
Vice President of Business
development

Email:

garmijos@thesolisgroup.com

TSG is a cerified S/M/DBE.



STATEMENT OF QUALIFICATIONS

TSG is a program/project management firm providing professional support services for public agency construction programs. Our experts work directly with owners and contractors alike to best-serve the specific needs of each client. Since 1992, our clients have relied on us because of our flexibility, quality of service, and stakeholder support.

Our firm is one of the early pioneers in helping owners with the management and enforcement of CWAs, Labor Compliance Programs, and local hire/small business utilization programs. We bring the technical expertise along with the political savvy to know that facilitating cooperation between people is what drives our success.

The Solís Group (TSG) is a proven CWA Administrator with demonstrable success in administering CWAs and achieving local hire program goals for cities like Moreno Valley. We are optimally suited to provide the suite of inter-related services required for this assignment.

TSG has supported many public agencies in CWA administration and local hire programs on both small construction projects and large-scale programs, with 25 CWAs in the last five years alone, shown in the following table. Furthermore, the table also provides a current reference for each of our listed projects. Our depth of experience managing and interpreting CWAs enables us to offer an informed perspective on tackling core issues, minimizing project disruptions, and 'hitting the numbers.'

Jeremy Turner will be your CWA Administrator and is supported by Analyst Adam Solís-Castillo and Site Interviewer Olga Schriefer. Each of our project managers and their team of analysts and field support staff form a 'pod.' This means that the proposed staff work together routinely across many clients in the same reporting relationships and with similar responsibilities. Jeremy and Adam are designated as key personnel and will be available for the duration of the contract and shall not be removed or replaced without the prior written concurrence of the City. The alternate personnel will be Issac Hernandez as CWA Administrator and Analyst Matthew Comorre.

30+

Years In Business

200+

Public Agencies Served

2000+

Projects Completed

28

Employees as a certified
M/W/S/DBE

We are optimally suited to provide the full suite of services to successfully implement the City's CW Program:

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

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 those listed in the City's scope of work.

Every assignment has provided us with insight on how to best operate under varying circumstances between the individual communities, the ever changing construction workforce, and the contractors active in different markets. Each has given us experience across each stage – from negotiation to implementation to administration and reporting – along with staff training and best practices programs to enable owners to be proficient in managing CWAs with in-house staff.

Our qualifications to 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.

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

Client Name	Year	Value	Services		
			CWA Administration	Jobs Coordination	Labor Compliance
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 Santa Ana**

Sean Thomas
Senior Civil Engineer
Phone: (714) 647-5655
sthomas5@santa-ana.org

TSG is providing Community Workforce Agreement (CWA) Administration and Labor Compliance Monitoring services for the City of Santa Ana's ongoing capital improvement program. In addition to educating contractors on CWA requirements and establishing TSG as the primary go-between for project stakeholders, we ensure proper effort is focused on meeting the City's local hire targets. This includes certifying workers and connecting them with the opportunities that best match their skills.

 **City of Anaheim**

John Martin
Construction Contracts Administrator
Phone: (714) 765-5157
jmartin@anaheim.net

TSG is providing Community Workforce Agreement (CWA) Administration, Local Hire, 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.

 **Long Beach Unified School District**

David Miranda
Assistant Superintendent
Phone: (582) 997-7570
dmiranda1@lbusdschools.net

TSG was selected to implement the District's newly adopted Community Workforce Development Agreement, with an emphasis on local hire, labor compliance, and enforcement of Skilled & Trained Workforce laws. Our responsibilities include developing protocols to blend the new CWDA requirements into the District's existing bond program management processes. The District's CWDA has unique local hire provisions including coordinating with a dedicated union representative to provide District students the opportunity to gain pathways into careers in the trades, and training programs for the District's existing facilities maintenance workers

UNDERSTANDING OF SCOPE OF SERVICES

TSG's City of Moreno Valley Presence and Experience

TSG has a comprehensive and practical understanding of the City's CW Program and the operational requirements associated with serving as the CWA Administrator. Our firm previously supported the City under its 2020 On-Call CWA Consultant Services contract, during which we assisted in interpreting the CWA, educating contractors, coordinating with the City's project managers and council, facilitating dispute resolution, and supporting the implementation of the City's local hiring goals. This prior partnership provided our team with firsthand knowledge of the City's expectations, internal workflows, and the unique characteristics of Moreno Valley's public works program—experience that directly benefits the current assignment.

We understand that the City established the CW Program to expand job creation opportunities for local residents, veterans, disadvantaged and at-risk youth, low-income and under-/unemployed residents, women, and minorities. The CWA was adopted to execute these goals and ensure that Public Works projects valued at \$1 million or more generate economic benefit for Moreno Valley residents. As outlined in the RFP, the Administrator plays a critical role in advancing this mission by administering, enforcing, documenting, and measuring all CWA-related activities and serving as the City's liaison to contractors, consultants, labor organizations, and community stakeholders.

TSG recognizes and has navigated the core issues associated with administering CWAs. These include educating contractors unfamiliar with union referral systems, coordinating expectations between non-union contractors and the Building Trades, supporting apprenticeship pipeline development, ensuring proper documentation, and maintaining a consistent presence throughout pre-job conferences, construction activities, and closeout. Our prior service to Moreno Valley has shown that early outreach, proactive communication, and immediate response to emerging issues are essential to minimizing disputes and ensuring smooth project delivery.

APPROACH TO SCOPE OF SERVICES

We will come prepared on day one with our research, relationships, and lessons learned. The backbone of our services to the City include:

- Managing and interpreting the CWA
- Educating contractors (prior to work and ongoing) and facilitating communication
- Monitoring via our regular, highly visible onsite presence
- Mediating contractor dispute/delinquencies and effectively managing their resolution
- Enhancing stakeholder relationships with the Trades, contractors, and City staff
- Establishing accurate appraisals of manpower throughout the region
- Reporting to the City's CWA Administrator and project managers, and City Council
- Managing staff member assignments to provide cost efficiencies

Based on our experience, the core responsibilities for the CWA Administrator are best achieved through a focus on the following:

Managing & Interpreting the CWA

Through our analysis of the City's CWA, we identified several unique elements that may require additional attention during implementation or can be leveraged to ensure the program's success for stakeholders. Some of these aspects are:

- Applicability of the CWA to a diverse portfolio of relatively small projects requiring special attention to ensure cost efficient administration.
- The first tier of the Local Hire requirement only consists of four zip codes in Moreno Valley which will require additional attention to ensure proper documentation.
- Core Employees are required to be Riverside County Residents, which from our experience will require additional attention due to the challenge this can present for non-union contractors

Contractor Education

We know that CWAs can be confusing to contractors. We believe in educating contractors up front and involving interested stakeholders early. We will ensure that all stakeholders have a full understanding of the City's CWA. For example, at the Port of Long Beach, our project manager published a formal letter to a potential subcontractor confirming that non-union contractors were allowed on CWA-covered projects because the general contractor had told them the job was union only. Our action prevented potential issues and future misunderstandings.

Communication

Without a firmly enforced, clearly communicated policy prior to the Pre-Job Conference, a prime contractor may show up ill-informed – unable to answer important questions from union agents. To prevent this, we use a standard Pre-Job Form requiring the prime contractor to disclose tasks and subcontractor contact data before a Pre-Job Conference is scheduled. Regular communication with contractors and unions, coupled with routine monitoring of targets, results in early identification of problem areas and allows us an opportunity to identify and resolve potential issues before they become significant.

Prevailing Wage Rate Clarification for Contractors

Potential prevailing wage issues may arise if contractors are unfamiliar with public works contracts. Some contractors may not have experience working on public works projects, so our team provides guidance and support to ensure their workers receive the proper wage payments. Our team also makes sure that contractors are educated on the difference between state and federal classifications for prevailing wage.

Issue Resolution

We understand that high visibility on the job site is a key component. We are frequently approached by onsite workers who want to share potential issues, because of this we are often aware of issues before the unions or contractors. We position ourselves as the "first call", allowing us to resolve many disputes early. We resolve disputes early by addressing technical questions about CWA requirements with a simple phone call or face-to-face discussion with the contractor.

Union Relationships

Our firm has built strong professional connections with all levels of union organizations from the Business and Dispatch Agents to the Apprenticeship Coordinators and Trust Fund Administrators. We work with the Building Trades Council on resolving jurisdictional disputes, and have relationships at the national, state and local levels of key Trades Councils.

Monitoring and Reporting

A key element of any successful program is monitoring and reporting the results. Throughout our history of providing CWA administration services for similar programs, we have developed proprietary processes for monitoring, summarizing, and reporting key data. Most importantly, our process includes concise, easy-to-understand reports for the City Council and the public.

IMPLEMENTATION

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.

Program Creation & Implementation

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.

Program Creation & Implementation Continued

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.

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 CWA compliance into overall contractor compliance oversight.
- Preparing monthly activity reports for City review, with logs of issues addressed.

Outreach and Training

TSG has extensive experience in developing and implementing outreach and contractor training programs to expand the pool of qualified firms available to bid on projects. TSG conducts contractor pre-qualification programs, provides contractor assistance in obtaining XBE certification, and offers information on bonding, insurance, and tax credit opportunities for contractors. Some ways we implement these programs includes:

- Expanding the pool and diversity of bidders through outreach to firms certified with other agencies and expanding contractors' networks to reach certified minority women and LGBTQ+ firms that may meet the requirements for agency projects through emails, informational events, and direct phone campaigns.
- Monthly virtual informational meetings – engaging contractors and subcontractors through informational events will help get an understanding of barriers to bidding agency projects that may currently exist and appropriate mitigations.
- Use of direct surveys – giving contractors/subcontractors a forum to ask questions and express concerns will assist in understanding obstacles they face or needs that aren't being met allowing for processes improvements.
- Expand Subcontractor network – Outreach to create strong subcontractor base for awarded projects – Outreach efforts consistently reach the prime contractors for bids but once awarded, its up to contractors to find and subcontract with small businesses. We can create and keep database of qualified firms and facilitate effective communication between primes and potential subcontractors.
- Track contracts and subcontracts for all firm types and identify which certified business type are underrepresented, in addition to required monitoring efforts for Small, Regional and Disabled Veterans Business Enterprises.

STAFFING PLAN



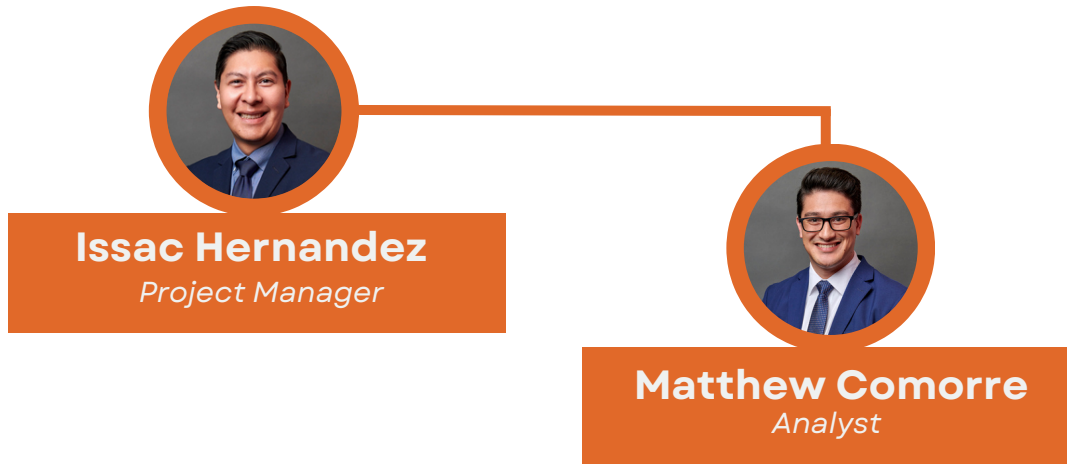
Our team of labor management specialists collectively have over 25 years of industry experience in CWA implementation and are immediately available for assignment. The services for this contract will be provided by team members in our corporate headquarters in Pasadena, CA.

Jeremy Turner will serve as the CWA Administrator for the City's CW Program. As the previous Administrator for the City since 2020, Jeremy has a deep understanding of the City's needs. With over ten years of experience, he is well-versed in the intricacies of CWAs and provides the City with a tenured staff member ready to answer any questions and resolve critical concerns. Jeremy's varied experience with municipalities, school districts, counties, and transportation agencies makes him a trusted advisor to both clients and staff.

Our support staff include Adam Solís-Castillo and Olga Schriefer. Adam is a seasoned Analyst, with six years of experience providing contractor education and explaining the intent of the CWA, local hire, and prevailing wage requirements to ensure the fulfillment of contractual obligations. He also previously provided support to the City's CW Program as an Analyst.

With over eight years of experience at TSG, Olga Schriefer is the Senior Site Interview Coordinator. She specializes in the performance of on-site interviews to identify work classifications, corroborate payment of prevailing wages and aggregate verifiable data relative to the tracking of local/targeted worker and apprentice utilization.

ALTERNATE PERSONNEL



Issac Hernandez will serve as the CWA Administrator and the City's primary point of contact. With over six years of policy and program development, administration, and reporting experience for CWA programs, Issac has developed a strong reputation for his hands-on management style and commitment to accuracy. He has worked on public works programs managing the TSG team and overseeing data collection and analysis for use in local, state, and/or federal compliance programs. Issac ensures clear lines of communication and serves as the link between the owner, general contractors, subcontractors, local work source centers, and community-based organizations regarding compliance program requirements.

Supporting Issac is Analyst Matthew Comorre. He has direct experience participating in contract compliance investigations including prevailing wage, local-hire and disadvantaged-worker programs. He is responsible for auditing and tracking contractor document submittals. He assists TSG project managers in this key role by efficiently completing these day-to-day tasks on schedule.

RATES AND REIMBURSABLE REQUIERMENTS

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					
	2025	2026	2027	2028	2029
Principal	NC	NC	NC	NC	NC
VP/Ops	\$225	\$225	\$230	\$230	\$235
Senior Project Manager	\$190	\$190	\$195	\$195	\$200
Project Manager 2	\$179	\$179	\$184	\$184	\$189
Project Manager 1	\$154	\$154	\$159	\$159	\$164
Senior Analyst	\$126	\$126	\$130	\$130	\$134
Analyst	\$115	\$115	\$118	\$118	\$121
Site Interviewer	\$106	\$106	\$110	\$110	\$114

Project Specific 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.

ADDITIONAL RELEVANT INFORMATION

No additional information.

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

TSG has no additons or exceptions to the City's Request for Proposal.

A construction site at sunset. A large tower crane is on the right, with a red flag on top. The sky is a mix of blue and orange. In the foreground, there is a building under construction with extensive scaffolding and rebar. A concrete slab is being lowered by a crane in the middle ground. The word "APPENDIX" is centered in the image.

APPENDIX

STATEMENTS OF CONCURRENCE

- A. TSG hereby states that the City of Moreno Valley's Request for Proposals (RFP) for Professional Consultant Services to administer the Community Workforce Program is incorporated in its entirety into our Proposal.
- B. TSG acknowledges the City's RFP and our Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and City of Moreno Valley.
- C. TSG confirms the Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the our Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- G. TSG will document and provide the results of the work to the satisfaction of the City. This may include preparation of reports, analysis or similar evidence of attainment of the Agreement objectives.
- H. TSG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- I. TSG confirms all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- J. TSG shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to the assigned project. All relevant records shall be retained for at least three years.
- K. TSG will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- L. TSG will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- M. TSG offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to TSG, without further acknowledgement by the parties.

Jeremy Turner CWA Administrator

“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



Professional Overview

- 10+ years of experience overseeing CWA administration for public works projects across California.
- Comprehensive perspective gained by advancing through nearly every role at TSG – from Analyst to Vice President of Operations.
- Provides executive-level oversight, ensuring compliance programs meet and exceed agency goals.
- Skilled at bridging perspectives of owners, contractors, unions, and workforce stakeholders.
- Known for strategic leadership, proactive problem-solving, and high-level contract management.

Core Competencies

- Labor relations & dispute resolution
- Contractor & union stakeholder engagement
- Policy development & program implementation
- High-level contract negotiations & representation
- Council/board-level compliance reporting
- Mentor-ship and staff leadership

Value Adds

- Success in developing CPR review and reporting procedures
- Skilled at coordinating wage inspections with minimal disruption
- Trusted to represent agencies in DIR/Labor Commissioner hearings
- Experienced in certifying compliance prior to contractor payment approvals
- Proactive in resolving wage deficiencies with corrective action plans
- Effective at educating contractors during pre-bid and Pre-Construction meetings
- Strong communicator balancing stakeholder and agency objectives
- Trusted advisor ensuring program transparency and accountability



Project Experience

City of Anaheim

City-Wide Community Workforce Agreement Administration

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. Conducts compliance education at Pre-Bid and Pre-Construction meetings, reviews areas of concern in the administration of the CWA, makes recommendations for enforcement actions, prepares weekly activity reports, and assists in the preparation of CWA status reports presented to City Council

City of Buena Park

On-Call City-Wide Community Workforce Agreement Administration

TSG oversees labor compliance and Community Workforce Agreement (CWA) administration for the City of Buena Park's Public Works projects. Jeremy coordinates with City staff and contractors to monitor certified payrolls, conduct contractor education, and ensure compliance with CWA requirements.

City of Irvine

City-Wide Community Workforce Agreement Administration, Anaheim, CA

TSG provides CWA administration and labor compliance as the City implements its CWA as part of its Capital Improvement Program. Jeremy works alongside City staff to ensure contractors remain compliant from pre-construction through close-out, managing all labor-related issues and workforce compliance activities.

City of Moreno Valley

On-Call Community Workforce Agreement Consultant Services

As CWA Administrator for the City's CW Program, Jeremy was responsible for services including grievance processing, community outreach for Local Resident, Veteran, and local Graduate workers, and labor compliance enforcement. He maintained clear lines of communication and provided the necessary coordination between the City, contractors, and community-based organizations.

City of Santa Ana

City-Wide Community Workforce Agreement Administration

TSG is providing Community Workforce Agreement Administration and Labor Compliance Monitoring services for the City of Santa Ana's ongoing capital improvement program. In addition to educating contractors on CWA requirements and establishing TSG as the primary go-between for project stakeholders, we ensure proper effort is focused on meeting the City's local hire targets. This includes certifying workers and connecting them with the opportunities that best match their skills.

Adam Solis-Castillo
Analyst



Professional Overview

- 6+ years of experience supporting CWA Administration for major public works programs throughout California.
- Skilled at document tracking, certified payroll report (CPR) auditing, and contractor follow-up to ensure timely submittals and compliance.
- Provides proactive contractor outreach and education to promote understanding of labor code requirements and minimize potential violations.
- Provides dependable technical and administrative support to senior project staff, contributing to the consistency, accuracy, and transparency of program reporting.

Education

Graduate of Pasadena
High School

Core Competencies

- Certified Payroll & Document Auditing
- Prevailing wage & PLA/CWA support
- Wage deficiency reporting & corrective actions
- Reporting, Data Analysis & Records Management
- Contractor and Subcontractor Outreach

Value Adds

- Builds positive working relationships with contractors and agency representatives.
- Proactively identifies and resolves compliance deficiencies to prevent delays.
- Detail-oriented in maintaining secure compliance documentation.
- Ensures transparency and accountability across all project documentation.
- Provides accurate and timely compliance data supporting monthly, quarterly, and annual reporting deliverables.
- Serves as a reliable liaison between contractors and project managers, ensuring consistent communication and timely resolution of compliance issues.
- Demonstrates steady professional growth, technical proficiency, and a strong commitment to maintaining public agency compliance standards.

Project Experience

City of Anaheim

City-Wide Community Workforce Agreement Administration

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. Conducts compliance education at Pre-Bid and Pre-Construction meetings, reviews areas of concern in the administration of the CWA, makes recommendations for enforcement actions, prepares weekly activity reports, and assists in the preparation of CWA status reports presented to City Council

Anaheim Elementary School District

Measure G Bond & Modernization Program

TSG serves as the Administrator and Project Labor Coordinator for the District's Community Benefits Agreement (CBA), and implements the Labor Compliance and Local Hire Programs. We are responsible for monitoring contractors' compliance with the CBA, conducting CBA kick-off meetings, auditing contractors' paperwork, and producing delinquent document and non-compliance notices. TSG prepares local hire reports tailored for use by District staff and for the Board, advises contractors and union representatives on prevailing wage and CBA requirements, and oversees grievance proceedings.

Cerritos Community College District

Facilities Bond Construction & Modernization Program

TSG is the PLA Administrator and Labor Compliance Program Manager for Cerritos Community College District. We are responsible for addressing collective bargaining agreements, administering stabilization agreements with LA/OC Building and Construction Trade Council, scheduling and facilitating pre-job conferences and compliance meetings, facilitating grievance/dispute resolution, and sustaining compliance under the local hire program.

City of Moreno Valley

On-Call Community Workforce Agreement Consultant Services

As CWA Administrator for the City's CW Program, Jeremy was responsible for services including grievance processing, community outreach for Local Resident, Veteran, and local Graduate workers, and labor compliance enforcement. He maintained clear lines of communication and provided the necessary coordination between the City, contractors, and community-based organizations.

Olga Schriefer

Senior Site Interview Coordinator



Professional Overview

- Over 8 years of experience in conducting on-site worker interviews, verifying classifications and wage determinations, and tracking apprentice and targeted worker participation in accordance with PLA, CWA, and DIR requirements.
- Provides proactive, solutions-oriented field support that strengthens program transparency, supports audit readiness, and ensures adherence to all State and Federal labor standards.
- Recognized for accuracy, responsiveness, and professionalism in identifying potential underpayments or documentation issues and coordinating timely corrective actions with contractors, union representatives, and agency staff.

Core Competencies

- Field Interviews & Worker Classification Verification
- PLA/CWA Administration & Workforce Tracking
- Contractor & Worker Relations
- Wage Deficiency Investigation & Resolution
- Field Documentation & Data Reporting
- OSHA & Rail Safety Certified

Value Adds

- Conducts consistent and thorough field interviews ensuring real-time verification of worker wages, classifications, and apprentice utilization.
- Serves as a trusted field liaison, facilitating communication between contractors, unions, and agency representatives to prevent disputes and ensure compliance.
- Identifies and mitigates potential violations early, minimizing project disruptions and maintaining workforce morale.
- Offers bilingual field support and clear communication, fostering collaboration and accessibility across all project participants.
- Demonstrates strong situational awareness and adherence to safety protocols during all site activities.

Education

OSHA-10
LACMTA Rail Safety
Metrolink Rail Safety
Transportation Worker
Identification Credential
(TWIC)

Project Experience

City of Anaheim

City-Wide Community Workforce Agreement Administration

Olga works closely with contractors to support the City's CWA objectives by conducting site interviews to ensure enforcement. TSG Project manager Jeremy conducts compliance education at Pre-Bid and Pre-Construction meetings, reviews areas of concern in the administration of the CWA, makes recommendations for enforcement actions, prepares weekly activity reports, and assists in the preparation of CWA status reports presented to City Council.

Coast Community College District

Measure M Facilities Bond & Modernization Program

TSG has a long history of managing the Coast Community College District's labor compliance program and monitoring District-oriented local hiring by its contractors. In recent years, we provided PLA Administration, labor compliance, and local hire services for the Planetarium Project, under a pilot PLA for the District. We are under contract to implement the PLA and related programs, including local hire compliance, contractor education, and providing technical assistance to the district for developing first-time PLA protocols.

City of Hesperia Public Works Department

Recycled Water Line Replacement Project

TSG provided labor compliance services to the City for their recycled water line replacement project.

City of Irvine

City-Wide Community Workforce Agreement Administration, Anaheim, CA

TSG provides CWA administration and labor compliance as the City implements its CWA as part of its Capital Improvement Program. Jeremy works alongside City staff to ensure contractors remain compliant from pre-construction through close-out, managing all labor-related issues and workforce compliance activities.

City of Santa Ana

City-Wide Community Workforce Agreement Administration

TSG is providing Community Workforce Agreement Administration and Labor Compliance Monitoring services for the City of Santa Ana's ongoing capital improvement program. In addition to educating contractors on CWA requirements and establishing TSG as the primary go-between for project stakeholders, we ensure proper effort is focused on meeting the City's local hire targets. This includes certifying workers and connecting them with the opportunities that best match their skills.

Issac Hernandez

Project Manager 1

"I find fulfillment in ensuring that the rules are respected and rights upheld. With every obstacle overcome and challenge embraced, I am reminded of the profound positive impact that our work can have on empowering individuals, fostering trust, and shaping a brighter future within our construction industry."

Education

Bachelor of English, UCLA



Professional Overview

- 6+ years of experience providing CWA administration, labor compliance monitoring, reporting, and enforcement services for major public works projects across California.
- Proven expertise in coordinating wage inspections, auditing contractor submittals, and monitoring prevailing wage compliance for transit, education, municipal, and healthcare capital improvement programs.
- Experienced in developing standardized reporting procedures for certified payroll reports (CPRs), collaborating with contractors and agencies to ensure compliance with state and federal regulations.
- Skilled in representing agencies in compliance investigations and hearings, and in preparing corrective action plans to resolve wage or reporting deficiencies.
- Proactive problem-solving that protect public agencies and keep projects moving forward.

Core Competencies

- CWA administration
- Prevailing wage & apprenticeship enforcement
- Local hire & workforce program administration
- Contractor & union relations
- Compliance hearing support (DIR, Labor Commissioner)
- Corrective action planning & resolution
- Pre-bid & pre-construction compliance education

Value Adds

- Direct experience in third-party compliance monitoring for public agencies.
- Skilled in developing and implementing reporting systems tailored to client requirements.
- Strong record of enforcement support and representation before compliance agencies.
- Bilingual (English/Spanish) enhances communication with diverse workforce and contractors.

Project Experience

Hensel Phelps/County of Los Angeles Department of Public Works Harbor UCLA Medical Center Replacement Program

TSG provides local hire, apprentice hire, targeted worker hire, XBE hire, community outreach and labor compliance support on the five-year, \$1.7 billion Medical Replacement Program construction project will provide opportunities to both the small business community and workers alike. Issac is overseeing efforts to attract potential small, minority, women, and disabled veteran businesses and community workers through outreach events, registration systems, and outreach campaigns to maximize opportunities for the community.

El Rancho Unified School District Facilities Improvement and Modernization Program

TSG provides Community Workforce Agreement (CWA) and Labor Compliance Program administration for the District's bond-funded facilities improvement and modernization projects. Issac assists with implementation of the CWA, ensuring all contractors and subcontractors meet prevailing wage, skilled and trained workforce, and apprenticeship requirements.

City of San Mateo Clean Water Program

TSG is providing labor compliance monitoring services to the City of San Mateo's Clean Water Program, which will upgrade the City's wastewater collection and treatment system and ultimately contribute to a cleaner San Francisco Bay. We are responsible for all state and federal monitoring requirements, including review of contractor CPRs, site interviews, and reporting of violations to the California DIR as appropriate.

San Gabriel Valley Council of Governments Grade Separation Project,

TSG is monitoring labor compliance on this grade separation project. TSG ensures subcontractors are in compliance with prevailing wage laws and regularly communicates all stakeholders to ensure that subcontractors are not penalized. Issac is acting as the Labor Compliance Coordinator throughout the life of this project.

Inland Empire Utility Agency Program Wide Labor Compliance Services

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.

Matthew Comorre Analyst I



Professional Overview

- Emerging professional with over 1 year of experience supporting third-party labor compliance monitoring, reporting, and enforcement for public agency construction projects.
- Skilled at document tracking, certified payroll report (CPR) auditing, and contractor follow-up to ensure timely submittals and compliance.
- Provides administrative and analytical support to project managers, assisting with data reconciliation, contractor communication, and report preparation.
- Demonstrates strong organizational skills, attention to detail, and a commitment to maintaining accurate records that ensure compliance with State and Federal prevailing wage laws.
- Contributes to program efficiency through dependable follow-through, collaboration, and proactive problem-solving.

Education

Bachelors of Science,
Business Administration:
Systems & Operations
Management,
California State University,
Northridge

Core Competencies

- Document tracking & compliance auditing
- Prevailing wage & PLA/CWA support
- Wage deficiency reporting & corrective actions
- Record-keeping & compliance documentation
- Quality Assurance & File Management
- Database & Reporting System Utilization

Value Adds

- Hands-on experience in certified payroll tracking and auditing.
- Provides timely compliance reports to clients and project managers.
- Detail-oriented in maintaining secure compliance documentation.
- Demonstrates continued growth and reliability through mentorship from senior team members and hands-on field exposure.

Project Experience

LINXS Joint Venture LAX Automated People Mover (APM) Labor Compliance Services

TSG serves LAX providing labor compliance monitoring services for the \$1.6 billion LAX APM project. TSG is responsible for ensuring all contractors (100-200 at any given time) comply with applicable prevailing wage laws and related statutes.

City of Alhambra Various Projects

TSG provides Labor compliance services on various capital improvement projects, including wastewater, public facilities, and transportation infrastructure projects. Responsibilities include monitoring CPRs, site interviews, and contractor adherence to local hire objectives.

City of Garden Grove Various Projects

TSG provides PLA Administration services on various capital improvement projects for the City, including LCP administration and implementation of local hire objectives. As an Analyst, Matthew is responsible for supporting City staff to ensure contractors remain compliant and assisting in report preparation.

El Rancho Unified School District Facilities Improvement and Modernization Program

TSG provides Community Workforce Agreement (CWA) and Labor Compliance Program administration for the District's bond-funded facilities improvement and modernization projects. Issac assists with implementation of the CWA, ensuring all contractors and subcontractors meet prevailing wage, skilled and trained workforce, and apprenticeship requirements.

Foothill De Anza Community College District Facilities Improvement and Modernization Program

TSG provided labor compliance and PLA administration for modernization, bond, and construction programs, ensuring contractor compliance and support with DIR audits and workforce participation goals.

EXHIBIT C

**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$150,000 per year for the total aggregate not-to-exceed amount of \$750,000 over the entire five-year term of this agreement.**
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org.
Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Consultant Name, Mailing Address, and Phone Number
 - B. Invoice Date

- C. Consultant Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Liquidated Damages for Non-Performance. The Consultant shall complete all work within the required timeframes, schedules, and performance intervals as set forth in this Agreement, the Scope of Work, or as directed by the City. If the Consultant fails to meet these performance obligations, the City may assess liquidated damages in the amount of **1% of the total contract price per working day for each working day the deficiencies remain uncorrected.**

The Consultant acknowledges that actual damages resulting from such delays would be difficult to ascertain and agrees that this amount represents a reasonable pre-estimate of the City's costs and impacts due to non-performance. Such liquidated damages shall be deducted from progress payments. If the remaining unpaid contract price is insufficient to cover the full amount, the Consultant shall be responsible to pay the difference.

The City retains the right to issue a Change Order reducing the contract price, require acceleration of performance at the Consultant's expense, or pursue any other legal remedy, including collection from the Consultant, its insurance, or surety. The City shall provide written notice to the Consultant before assessing liquidated damages. Liquidated damages shall not be assessed for delays caused by the City or circumstances beyond the Consultant's reasonable control.

Neither the City's failure nor delay in deducting liquidated damages from payments due to the Consultant, nor City's failure or delay in notifying Consultant of the accrued liquidated damages, shall be deemed a waiver of City's right to enforce this section. The imposition of liquidated damages shall not limit City's ability to seek additional remedies for Consultant default, including termination of this Agreement if non-performance persists.

8. Consultant Compensation and Rate Adjustment. Consultant's compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Consultant makes its performance contingent upon a rate increase, the Consultant commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.

DRAFT