



CITY COUNCIL STAFF REPORT



July 16, 2024

ITEM TITLE

Agreement: Prevailing Wage Consulting Services Agreement with Gafcon PM-CM LLC

Report Number: 24-0197

Location: No specific geographic location

Department: Public Works

G.C. § 84308: Yes.

Environmental Notice: The activity is not a "Project" as defined under Section 15378 of the California Environmental Quality Act State Guidelines. Therefore, pursuant to State Guidelines Section 15060(c)(3) no environmental review is required.

Recommended Action

Adopt a resolution approving the two-party agreement between the City and Gafcon PM-CM LLC ("Gafcon") for Prevailing Wage Consulting Services.

SUMMARY

The City received four proposals to provide prevailing wage consulting services to the City on May 12, 2024. A staff committee reviewed the proposals and selected Gafcon. Staff's recommendation is that Council approve the two-party agreement between the City and Gafcon.

ENVIRONMENTAL REVIEW

The Director of Development Services has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines because it will not result in a physical change in the environment. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

Not applicable.

DISCUSSION

On March 22, 2024, the City of Chula Vista issued a Request for Proposals (RFP), seeking a contractor to provide prevailing wage consulting services to the City. The RFP was posted and made available on PlanetBids. The RFP closed on April 12, 2024 and four proposals were received from the following vendors: Fountainhead Consulting Corporation, Gafcon Inc, TSG Enterprises, Inc., and Willdan. A review was conducted of all proposals which were determined to be responsive and an evaluation committee evaluated, scored, and ranked the responses based on the criteria of relevant experience, personnel, operations/qualifications, and cost.

The proposers were invited to meet with the evaluation committee and Gafcon ranked as the top vendor after these meetings.

Key provisions of the contract include, but are not limited to, the following:

- Labor compliance program (LCP) management, design, implementation and enforcement
 - Assist the City with all pre-job activities including review of contract language, verification of contractor/subcontractor eligibility
 - Hold preconstruction job-start meetings for contractors to cover Department of Industrial Relations (DIR) and labor compliance requirements
 - Review and validate contractor and subcontractor certified payroll records for labor compliance
 - Monitor uploading of certified payroll to the State eCPR system and notify all affected parties of contractors are out of compliance
 - Provide LCP reports to the City on a monthly, semi-annual, and annual basis
 - Complete and submit project closeout reports as recommended by the DIR/DLSE.
- Apprenticeship requirement monitoring and compliance
 - Review apprentices onsite for proper registration, tasks performed, correct ratios, and supervision
 - Collect, review, and audit applicable apprenticeship forms.
- Skilled and trained workforce monitoring and compliance
 - Ensure the prime contractor and all subcontractors meet the skilled and trained workforce requirements per the Public Contracting Code
 - Provide skilled and trained workforce reports to be used by the general contractor and any subcontractors
 - Collect and review reports and create and maintain a skilled and trained issues list, flagging any compliancy issues.

Term - The contract term is initially from July 9, 2024 to June 30, 2025. If Gafcon's work performance is satisfactory, the parties may mutually agree in writing to extend the contract for four (4) additional one (1) year periods. The annual optional renewals would be effective from July 1 to June 30 - the City's fiscal year. The City reserves the right to not renew the contract without penalty. If the parties agree to extend the contract for the option years, acceptable price increases may be agreed to and such increases would be no greater than 3.5% per year.

DECISION-MAKER CONFLICT

Staff has determined that the action contemplated by this item concerns prevailing wage consulting, and as such, does not create a disqualifying real property-related financial conflict of interest for any City Council member under the Political Reform Act (Cal. Gov't Code § 87100, *et seq.*).

Staff is not independently aware and has not been informed by any City Council member, of any other fact that may constitute a basis for a decision-maker conflict of interest in this matter.

CURRENT-YEAR FISCAL IMPACT

Staff is not requesting additional funds for this service at this time. These costs will be incorporated into the individual project costs and/or the operating budget of the departments using these services.

ONGOING FISCAL IMPACT

The expenses of the consulting services will be monitored by the Public Works department and any future expenses or contract renewals will be considered as part of the annual budget development process in future years.

ATTACHMENTS

1. Two-Party Agreement with Gafcon

*Staff Contact: Angelica Aguilar, Assistant Director of Public Works
Henry Argetsinger, Management Analyst*