

AMENDED AND RESTATED ENCAMPMENT CLEAN-UP AND TRASH REMOVAL SERVICES AGREEMENT

DEANGELO BROTHERS, LLC

THIS AMENDED AND RESTATED ENCAMPMENT CLEAN-UP AND TRASH REMOVAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and DEANGELO BROTHERS, LLC., a Pennsylvania limited liability company authorized to do business in California and doing business as “DBI Services” (“Contractor”), with respect to the following facts:

RECITALS

A. On June 19, 2019, City and Contractor entered into a Services Agreement for Homeless Encampment Clean-Up Services (“Original Agreement”) wherein Contractor was to provide encampment clean-up services for a pilot period of six weeks.

B. Pursuant to the Original Agreement, upon the completion of a pilot period and subject to City Council consideration, the City may extend the Original Agreement, based upon acceptable performance by the Contractor, acceptable fees, and subject to the same terms and conditions of the Original Agreement.

C. The City is pleased with the performance of the Contractor.

D. Parties now desire to amend and restate the Original Agreement, to increase the contract price and extend the term.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

AGREEMENT

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Encampment Clean-Up and Trash Removal Services (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services a Contract Price not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**, plus any change order authority authorized pursuant to Resolution No. 23256, as amended from time to time, or otherwise approved by City Council. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule

attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **Extra Materials.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services and materials actually rendered.

5. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

**Office of Homeless Solutions
City of Riverside
Attn: Moises Lopez
3900 Main Street
Riverside, CA 92522**

To Contractor

**DeAngelo Brothers, LLC
Attn: T. Kevin Scrivner
Assistant General Manager
1459 South Cucamonga Avenue
Ontario, CA 91761**

6. **Prevailing Wage.** If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

7. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

8. **Standard of Performance.** While performing the Services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

9. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

10. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 13. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

11. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

12. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

13. **Insurance.**

13.1 **General Provisions.** Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

13.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 11 hereof.

13.1.2 **Ratings.** Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

13.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

13.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

13.2 **Workers' Compensation Insurance.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

13.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

13.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's

liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

13.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

13.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

13.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-Contractors, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

13.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Contractor's activities.

13.5 **Subcontractors' Insurance.** Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or

loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

14. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

15. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

16. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

17. **City's Right to Employ Other Contractors.** City reserves the right to employ other Contractors in connection with the Project. If the City is required to employ another Contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

18. **Accounting Records.** Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

19. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor, except as otherwise directed by City's Contract Administrator. Nothing furnished to Contractor which is otherwise known to the Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper,

television or radio production, website, or other similar medium without the prior written consent of the City.

20. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Contractor shall be and remain the property of City. Contractor shall not release to others information furnished by City without prior express written approval of City.

21. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

22. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

23. **General Compliance With Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Contractor represents and warrants that Contractor has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Contractor further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

24. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

25. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

26. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final

written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

27. **Offsets.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Contractor owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Contractor. Notice of such withholding and offset, shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

28. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Contractor and its permitted successors and assigns, and shall not be assigned by Contractor, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

29. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all

provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

30. **Nondiscrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

31. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

32. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

33. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

34. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

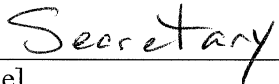
CITY OF RIVERSIDE, a California charter city and municipal corporation

DEANGELO BROTHERS, LLC, a Pennsylvania limited liability company authorized to do business in California and doing business as "DBI Services"

By: _____
City Manager

By:  _____
Joseph G. Ferguson
[Printed Name]

Attest: _____
City Clerk

 _____
Secretary
[Title]

Certified as to Availability of Funds

By:  _____
Chief Financial Officer

By: _____

[Printed Name]

[Title]

Approved as to Form:

By:  _____
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

A. Contractor's Duties and Responsibilities:

1. Services Generally. As directed by the City, Contractor shall provide clean-up services at sites where persons have left biohazards, garbage, general debris, human waste, temporary shelter, or other items associated with human occupancy on City property. Clean-up Services shall include surveying sites, collecting debris, dismantling temporary structures, removing trash, and removing human waste using State-approved handling and removal procedures.
2. Structures. Contractor shall provide structure demolition services, including the removal of relatively simple structures of wood frame or "cast off" materials. Contractor shall consult with the City's contract manager if more complex building types are involved, or if potential health threats such as asbestos may be present.
3. Hazardous Waste. Contractor shall follow best practices for work procedures to safely manage any hazardous materials found on the site, including urine, feces, solid personal hygiene items, syringes, and other materials that could pose a health threat. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws. Contractor shall ensure that all supervisors and workers are trained and certified in the handling and disposal of hazardous material, including possession of Hazardous Substance Removal Certification (Business and Professions Code: Division 3, Ch. 9. Contractors, Article 4. Classifications - 7058.7).
4. Disposal. Contractor shall dispose of materials in accordance with all removal procedures. Disposal shall be at a site permitted to accept such materials and approved by the City.
5. Vegetation. Contractor shall trim shrubs and vegetation as required by the City.
6. Personal Property. Once the City has identified an item as personal property, Contractor shall transport the identified property to a site designated by City for storage, as directed by City.
7. Timeliness. Contractor shall perform such clean-up services at an identified site within 72-hours of the City notifying Contractor of its need for services at the site. City will identify sites individually but will make an effort to cluster sites when possible.
8. Manner of Performance. Contractor shall perform work in a timely, efficient, courteous, and business-like manner at all times.
9. Compliance with Abatement Procedures and Regulations. Contractor shall provide Services in a manner consistent with City abatement procedures, as attached hereto and incorporated herein as Attachment 1 to this Exhibit A, and in compliance with all other

applicable laws.

10. Supply All Materials. Contractor shall supply all labor, materials, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and to leave a clean site.
11. Project Manager. Contractor shall assign a Project Manager to provide all supervision and management of its crews and to ensure that all necessary safety procedures are followed.
12. Photographs. Contractor shall photograph the site before and after cleaning and provide an electronic copy of each photograph to the City.
13. Clean-up Reports. Contractor shall provide the City with a clean-up report for each site, including the total weight of debris removed and any other information requested by City.
14. Weapons. Contractor shall immediately notify the site lead or Riverside Police Department personnel on site if a weapon is found.
15. Occupants. Contractor shall not access the site until City personnel has cleared the site of all occupants. At no time is the Contractor expected to interact with occupants or put its employees at risk.
16. Certifications. Contractor shall provide the City with copies of any applicable training records, certifications, and licenses required to perform the work. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.
17. OSHA. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California. The Contractor shall provide employees with appropriate safety apparel. Contractor shall be OSHA-certified to operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment. Contractor shall be trained in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat, must wear personal protective equipment, and must follow other established protocols.
18. Safety. Work may be performed in inclement weather. Sites can be in heavy foliage, steep embankments, next to train tracks, by creeks and lakes, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary for each site. Contractor shall provide all safety equipment and materials and will supply training as agreed.
19. Payment. Contractor shall performed all work under a force account (time and material)

contract. Contractor shall provide documentation of employee hours, subcontract costs, equipment and material costs and disposal costs to the City.

20. Prevailing Wages. Contractor shall comply with prevailing wage laws and regulations. Prevailing wages are required on this project. Contractor shall register with Department of Industrial Relations.

B. City's Duties and Responsibilities:

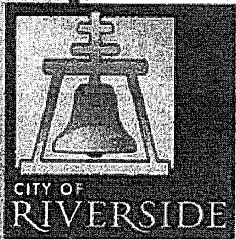
1. Property Identification. City shall identify, sort, tag, and catalogue all items to be retained as personal property.
2. Coordination. City shall coordinate with Contractor on a site-by-site basis to determine the work order for each encampment clean-up. The work order will establish the site start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite lead.
3. Posting. City shall post a Notice to Vacate at the work site prior to the commencement of each removal project, in advance of the clean-up. Each notice shall indicate contact information for reclaiming property.
4. Permits. City shall coordinate all necessary permit, such as permits for Cal Trans or Fish and Game.
5. Security. City shall provide security during the clean-up.

ATTACHMENT 1

MEMORANDUM

Community Development

Code Enforcement Division



DATE: 03/08/13

TO: Al Zelinka, Community Development Director

FROM: Gary Merk, Code Enforcement Division Manager

RE: ABATEMENT OF PROPERTY FROM THE RIGHT-OF-WAY/PUBLIC PROPERTY

PURPOSE: To establish a procedure pertaining to the removal and subsequent disposal of items, personal belongings, trash, debris and other structures, objects or property from the public right-of-way or other publicly owned lands that the City believes may not have been *intentionally abandoned*.

GOAL: To provide due process and lawfully abate property that has been placed on public property

PROCEDURE: Pursuant to RMC 9.04.400 (G) – Conduct on Public Property/Public Nuisance Declared; staff will handle cases of property left standing in the public right-of-way as follows:

Upon receipt of complaint, Code Enforcement will verify that the property is on public property. If it is on private property, Code Enforcement will utilize the standard code enforcement process for the abatement of outdoor storage or trash/debris from private property.

If the property is located on public property, Code Enforcement will first attempt to locate the owner of the property in the direct vicinity and allow them to immediately remove the property. If no responsible party can be located and the property appears to be *intentionally abandoned*, it can be removed and disposed of immediately by Public Works.

If Code Enforcement determines that it has not been *intentionally abandoned*, staff will post a "Notice of Pending Removal" in a conspicuous place on or around the property and photo-document the property and the Notice placed thereon. This Notice shall allow a minimum of **48 hours** for the removal of the property.

Code Enforcement will return to the location on or after the removal deadline. If the property is still present, Code Enforcement will make a determination whether or not the property is abandoned and should be disposed of. If so, photo-documentation of the property must be obtained after which Public Works can remove and dispose of the property.

If the Officer determines that there may be items of value, whether abandoned or not, Code Enforcement shall contact Public Works to remove and store the property for **90 days** at **2880 Hulen Pl., Riverside, CA**. Code Enforcement shall post a "Notice of removal" in a conspicuous place at the site from which the property was removed. Code Enforcement shall also thoroughly photo document all of the property to be removed prior to removal by Public Works. In addition, Code shall complete an inventory tag for the property including the case number, date of removal and location of removal and provide it to Public Works to be attached to the property.

If property is identified after hours, the reporting agency, including RPD, should contact 311 or Code Enforcement directly. Code will respond the next business day and follow the above procedure for disposition of the property.

Once Public Works has transported the property to Hulen Place, CDD/Outreach staff will store the property for **90 days** prior to disposal. In addition, CDD/Outreach will release property to subjects that appear to reclaim their property if the subject can clearly identify the property as theirs. CDD/Outreach staff will notify Code Enforcement via e-mail to GMerk@Riversideca.gov whenever property has been destroyed or released and reference the particular case number on the inventory tag.

If the property constitutes an immediate threat to public health/safety, staff is authorized to contact Public Works or a private contractor to immediately remove the property in order to mitigate the threat to public health, safety or welfare.

EXHIBIT "B"

COMPENSATION

Pricing will be as follows for straight time, minimum of 4 hours per day, maximum 8 hours per day, Monday through Friday:

- Minimum crew make-up – 3 employees with stake bed or dump truck - \$163.00
- Additional employee, including hand tools -- \$60/hour
- Pickup truck - \$30.00/hour
- Additional stake bed or dump truck - \$45.00/hour
- Skid steer, small, remote controlled - \$50.00/hour
- Skid steer -- \$50.00/hour
- Front end loader - \$50.00/hour
- Disposal fees – pass through cost with receipts provided
- Other equipment as may be identified will be priced at cost plus 20% with receipts provided. **CONTRACTOR SHALL FIRST OBTAIN APPROVAL FROM CITY BEFORE OBTAINING/USING ANY OTHER EQUIPMENT. CITY SHALL NOT BE CHARGED FOR ANY EQUIPMENT THAT IT DID NOT APPROVE.**

EXHIBIT "C"

KEY PERSONNEL

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well with one another, our clients, and all stakeholders in the areas our projects are located. These qualities further ensure the success of this contract.

This project will be managed out of DBi's Regional Office located at 1459 South Cucamonga Avenue, Ontario, CA 91761. The office phone number is 800-278-1880 or 909-786-4860. The office fax number is 909-786-4865. Though we do not anticipate using subcontractors at this time, should the need arise after the pilot program, we may utilize R. A. Atmore and Sons for additional crew members or equipment. DBi and R. A. Atmore have worked together for the past 10 years.

KEY STAFF/PROJECT PERSONNEL

JESSE RAZO – Division Manager/Project Manager – 323-423-7577

Jesse has over 15 years of experience in the industrial services industry and is an integral part of the DBi team. He has extensive experience in production and operational oversight and widespread knowledge of transportation infrastructure services including but not limited to GPS/GIS systems, asset maintenance, stormwater system maintenance, and weed abatement. He has been the on-site lead on many projects including, NVDOT Roadside Asset Evaluation/Noxious Weed Mapping/Weed Abatement, Aera Energy Oil Lease Site Mapping/Weed Abatement, and Target Stormwater System Mapping and Maintenance. His knowledge of and familiarity with various technologies makes him the perfect choice for our most technical projects. Jesse will closely monitor production, progress and quality on this project. He will ensure all deadlines are met by managing our overall equipment, fleet, and team of personnel.

Jesse will oversee:

- Management, field supervision and field technician training
- Schedule development and monitoring
- Compliance audits
- Communication with City Management including:
 - Pre-job meetings
 - Coordination with City and Police personnel
 - Follow up progress meetings

ALEXANDRA ZARAGOSA – Supervisor/Primary Point-of-Contact – 909-214-0238

Alexandra will manage the cleanup crews throughout the project area. She will make certain that all safety requirements are carried out and all safety measures are always followed.

Alexandra will oversee:

- Quality Control, including Work in Progress Inspections and Work Completed Inspections
- Maintain the daily work summary
- Communicate work plans to crews
- Conduct random safety inspections

KEVIN SCRIVNER – Assistant General Manager - Regional Support – 909-545-4988

Kevin has over 40 years of experience in the Industrial Services industry and has spent the past 20 years in a management position at DBi. He will provide executive oversight for the program and will devote

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time to assist the project manager and principal-in-charge as needed. His background includes 30 years management experience and overseeing contracts in all the service areas provided by DBi.

BRIAN GRIFFITH – National Business Development Manager, Cleaning Management - Corporate Support

Brian has over 20 years of experience in transportation infrastructure maintenance and cleaning management. Brian is currently the National Business Development Manager for DeAngelo Brothers, LLC based out of our World Headquarters in Hazleton, Pennsylvania. His responsibilities entail providing management and expert assistance to the Management Staff throughout the United States in sales, customer service, budgeting, training, job productivity, operations, bidding, writing proposals, and safety.

As a nationwide provider of cleaning management services, DBi has additional management, supervisory, and labor depth available beyond the resources proposed to ensure we meet the project schedule and budget. All technicians working on this project will have appropriate HazMat handling certifications.

E. EXPERIENCE AND REFERENCES

We would like to offer the following relevant specific project references, which illustrate the depth of experience we can bring to this project.

UNION PACIFIC RAILROAD

Service Years: 2014 to present

Contact: Terry Morris

Address: 10031 Foothills Boulevard, Roseville, CA 95678

Phone: 916-671-2912

Scope of Work: Approximate monthly cleanup of homeless encampments along the railroad property in Oakland, San Jose and the bay area. Coordinate with UPRR Department of Public Safety and city officials. Crew make up varies but is typically 2 technicians with a dump truck and skid steer. The work takes one week to complete each month. We have been successfully performing this work for the last four years.