

SERVICES AGREEMENT

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Homeless Encampment Clean Up Services (RFP No. 2158)

THIS SERVICES AGREEMENT is made and entered into on this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a Massachusetts corporation authorized to do business in the State of California (“Contractor”).

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Homeless Encampment Clean Up Services (RFP No. 2158) (“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 in effect for one (1) year from the date of execution of this Agreement, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), unless an increase is agreed to by the parties. 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. **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.

5. **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.

6. **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.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **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 11. 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.

9. **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.

10. **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.

11. **Insurance.**

11.1 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.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 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.

11.1.3 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.

11.1.4 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.

11.2 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.

11.3 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.

11.3.1 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.

11.3.2 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.

11.3.3 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.

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

a. 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.

b. 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.

12. **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.

13. **Non-Discrimination.** During Consultant's performance of this Agreement, Consultant 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, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. 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.

15. **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.

16. **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.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **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

City Manager’s Office
City of Riverside
Attn: Megan Stoye
3900 Main Street
Riverside, CA 92522

To Contractor

Clean Harbors Environmental Services
Attn: Frank Silva
7979 Palm Avenue
Highland, CA 92346

19. **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 of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **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 action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in 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.

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

23. **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.

24. **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.


[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

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a Massachusetts corporation authorized to do business in the State of California

By: _____
Interim City Manager

By:  _____
Name: Marc McReynolds
Title: Senior Vice President

Attest: _____
City Clerk

and

Certified as to Availability of Funds

By:  _____
Chief Financial Officer

By: Michael R. McDonald
Michael R. McDonald (Dec 7, 2022 08:33 EST)
Name: Michael R. McDonald
Title: Assistant Secretary

Approved as to Form:

By: Layla Sarwari
Layla Sarwari (Dec 7, 2022 10:21 PST)
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

The Contractor will provide all labor and expertise for conducting survey, documentation, clean up, removal and disposal services involving City homeless encampment projects on City property.

General Specifications/Project Description

1. **Overview:** As directed by the City, provide clean up services as follows:
 - a. Cleaning homeless encampment sites where one or more homeless persons have established a campsite. All property removal/relocation services will be performed in a manner consistent with City abatement procedures (Exhibit C), in compliance with all applicable laws, and generally within 72 hours of notice from the City.
 - b. Cleaning other sites where homeless or other persons have left behind biohazards or other waste with no encampment.
 - c. Sites are considered to contain a variety of material that may contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, and other items associated with homeless occupancy.
2. **Site Conditions:** Sites will be identified individually. The City will make an effort, when possible, to cluster sites. Sites may include under structures (i.e. bridges), vegetated ground cover, in the public right-of-way, open fields, park lands, or abandoned structures on city property.
3. **Biohazard Handling:** The Contractor's site supervisor and workers must be trained and certified in handling and disposal of hazardous materials. (HAZ – Hazardous Substance Removal Certification, Business and Professions Code: Division 3, Ch. 9. Contractors, Article 4. Classifications – 7058.7). Provide copies of any applicable training records, certifications, and licenses required to perform the work.
4. **Structure Demolition:** Some work may require removal of wood frame or other building structures. It is assumed such structures will be of relatively simple construction using "cast off" materials. The contractor will 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.
5. **Occupants:** All sites will be cleared.
6. **Payment:** Work shall be performed under a force account (time and material) contract. The contractor will provide documentation of employee hours, subcontract costs, equipment and material costs and disposal costs to the City.
7. **Prevailing Wages:** Prevailing wages are required on this project. The contractor will register with Department of Industrial Relations.

Contractor Duties and Responsibilities:

1. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, and removal of human waste using State approved handling and removal procedures for all material. Disposal shall be at a site permitted to accept such materials and approved by the City.

2. 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 leave a clean site.
3. Contractor will assign a Project Manager to provide all supervision and management of its crews and ensure all necessary safety procedures are followed.
4. Transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the property identification and classification of personal property may be found in Exhibit C – City Abatement Procedure.
5. Photograph the encampment site before and after cleaning and provide an electronic copy of each photograph to the City.
6. Provide the City with a clean-up report for each site, including total weight of debris removed.
7. Follow best practices work procedures to safety manage any hazardous materials found on the site, including urine, feces, solid personal hygiene items, syringes and other materials which could pose a health threat.
8. Trim shrubs and vegetation as required by the City as a deterrent measure for future encampments.
9. Immediately notify the site lead or Riverside Police Department personnel on site if a weapon is found.
10. Perform work in a timely and efficient manner and in a courteous and business-like manner at all times.
11. Properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

City Responsibilities:

1. 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.
2. Post “notice to vacate” signs at the work site prior to the commencement of each removal project, 72 hours in advance of the clean-up.
3. Post notice at each cleanup indicating contact information for reclaiming personal property.
4. Coordinate all necessary permits as required, such as Cal Trans or Fish and Game permits.
5. Provide security during the clean-up.

Safety and Training:

Safety and appropriate training/licensing are critical requirements for the selected contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

1. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.
2. Work may be performed in inclement weather. Jobsites 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.
3. 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.
4. Contractor shall conform to all applicable occupational safety and health standards, rules, regulation and orders established by the State of California. The Contractor shall provide all safety equipment, materials and will supply training as agreed. The Contractor shall provide employees with appropriate safety apparel.
5. 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 safety manage urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed.
6. Contractor shall provider copies of any training records and licenses required by the City upon request.

Pricing:

Include all contractor costs, including labor, fleet fuel, etc. Costs not included in the proposal will be at the contractor's expense for the following categories.

1. Site Clean Up Mobilization: Single mobilization for each site, with only one payment per site regardless of how many days a single clean up may require, to include all preside work set up times, site travel times, planning and other tasks to get the site ready to perform cleanup.
2. Site Cleanup Labor and Equipment: Includes prevailing wage labor and equipment necessary to perform all site clean-up operations.
3. Biohazard Technician: Includes prevailing wage labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees and photo documentation.
4. Biohazardous Material Disposal: Containment, transportation, and disposal of biohazard material per 40-gallon containment unit.
5. Non-Biohazardous Material Disposal. The City of Riverside has an agreement with Agua Mansa Transfer Station for trash disposal. Should Contractor wish to contract with a City Provider for non-biohazardous waste bins and disposal, the City has non-exclusive franchise agreements with Athens Waste, Burrtec Waste and CR&R, all operating under the same agreement terms.

EXHIBIT "B"
COMPENSATION

CATEGORY SELECTION AND COST SUMMARY

NO.	CATEGORY	DEPLOYMENT	YES/NO
1	STANDARD CLEAN-UP	NON-EMERGENCY	
2	STANDARD CLEAN-UP	EMERGENCY	
3	HAZARDOUS CLEAN-UP	NON-EMERGENCY	
4	HAZARDOUS CLEAN-UP	EMERGENCY	

DESCRIPTION	UNIT OF MEASURE	RATE
SITE CLEAN-UP MOBILIZATION	XXXX hourly	357.67
PREVAILING WAGE LABOR RATE - STANDARD	HOURLY	97.73 foreman or field tech
PREVAILING WAGE LABOR RATE - OVERTIME	HOURLY	125.95 foreman or field tech
BIOHAZARD TECHNICIAN - STANDARD	HOURLY	104.79 biohaz tech
BIOHAZARD TECHNICIAN - OVERTIME	HOURLY	157.19 biohaz tech
EQUIPMENT	HOURLY	40.00 Stakebody truck
EQUIPMENT	DAILY	320.00 Stakebody truck
BIOHAZARDOUS MATERIAL DISPOSAL	EACH	471.00 55g drum
NON-BIOHAZARDOUS MATERIAL DISPOSAL	EACH	at cost

EXHIBIT "C"

KEY PERSONNEL

