

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND SMITH & ENRIGHT LANDSCAPING, INC.**

Removal of Unlawful Campsites, Bulky Items, And Personal Property

THIS AGREEMENT is executed this 17th day of November, 2021, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Smith & Enright Landscaping, Inc., a California corporation (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Removal of Unlawful Campsites, Bulky Items, and Personal Property. Scope of work is further discussed in Attachment B, consistent with City procedure and processes.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence December 1, 2021 and shall terminate on November 30, 2024. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
4. **Payment.** City hereby agrees to pay Contractor on a time and materials basis for the services rendered to the City, based upon the labor and equipment rates provided in Attachment B, after receiving a detailed cost estimate prior to beginning each job. The cost of this contract shall not exceed \$250,000 per year.
Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations including those outlined in Attachment C. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

DocuSigned by:
Kimbley Craig 3/22/2022 | 5:55 PM PDT
E554E94F4CE64C8...
Kimbley Craig
Mayor

APPROVED AS TO FORM:

DocuSigned by:
Christopher A. Callihan 3/22/2022 | 4:53 PM PDT
DF600E62871844E...
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

SMITH & ENRIGHT LANDSCAPING, INC.

DocuSigned by:
Selena Herrin 3/22/2022 | 4:53 PM PDT
313BC21CA58A4C5...
By (Printed Name): Selena Herrin
Its (Title): General Manager

Attachment A**Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment B

Attachment C**DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE****Labor Law Requirements**

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form). **Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.**
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's**

Electronic Certified Payroll Reporting (“eCPRs”) database (<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR’s website at: <http://www.dir.ca.gov/wpnodb.html>.
7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers’ Compensation:** Contractors and subcontractors must be properly insured for Workers’ Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

2 & 3. Executive Summary & Technical Response

Upon receiving a notice from the City to proceed with a homeless camp cleanup, Smith & Enright will survey the site and then create a schedule to give to the City for approval. This schedule will outline the dates of the various stages of the cleanup. At this time Smith & Enright will provide a not to exceed cost of the cleanup.

Smith & Enright will determine the type of equipment and size of crew needed to complete the cleanup.

S&E will photograph the cleanup before and after and provide these photographs to the City.

The contents of the camp will be sorted. Personal property will be bagged and labeled and transported to the city's storage site. The remaining items will be sorted and transported to the proper disposal site.

Upon completion of the cleanup S&E will provide the City of Salinas with the proper documentation that will comply with the City's requirements.

S&E has cleaned up homeless camps in many different locations. Each camp provides its own challenges. Some are contaminated with human waste and some are littered with drug paraphernalia. There are camps on the sidewalk and some are hidden behind walls or are deep in brush. Most all require the cleanup of hazardous waste. The safety of our employees is of great concern. Our specialized crew has completed bloodborne pathogen trainings, are vaccinated for Hep A&B and use personal protective equipment appropriate for each job. S&E has the experienced crews, supporting office staff and proper equipment to efficiently execute homeless camp cleanups.

S&E Team

Selena Herrin, Project Manager

- Receives and coordinates task orders with city staff.
- Responsible for whole process and job completion

Rich Alcalá, Field Supervisor

- Will meet onsite with city staff to determine time & approximate cost to complete
- Schedule and coordinate cleanup, working with posting times if necessary.
- Oversee crew, making sure they have proper PPE, supplies and equipment to complete the job safely and efficiently.
- Prepares required documentation with photographs
- Knowledgeable in hazardous waste disposal

Diana Arechiga, Project Administrator

- Supports staff with collecting documentation, communication and invoicing

Field Crew

- Performs cleanup with appropriate equipment. If necessary, a skid steer loader and operator can be available depending on size of cleanup
- Bloodborne pathogen training received
- Wears appropriate PPE
- Team Members on Field

Porfirio Cotoneto – Operating Engineer

Ramon Sanchez – Operating Engineer

Mauricio Moreno

Jose Villa

Luis Valdez

Francisco Avilez

Cipriano Zamudio

Miguel Vargas

Homeless Encampment Fee Schedules

Hourly Rates:

Yearly Increase	21/22	22/23	23/24*
Supervisor Hrly Rates:	\$80.00	\$85.00	\$90.00
Laborer Group 3 Hrly Rates	\$115.00	\$120.00	\$125.00
Operating Engineer Hrly Rates	\$150.00	\$155.00	\$160.00
Admin Fee Per Site	\$20.00	\$25.00	\$30.00
Senior Tree Trimmer	\$135.00	\$140.00	\$145.00
Tree Trimmer	\$120.00	\$125.00	\$130.00

Daily Rental Rates:

Groundsperson	\$105.00	\$110.00	\$115.00
Truck & Trailer Rental	\$305.00	\$310.00	\$315.00
Skid Steer Loader Rental	\$620.00	\$630.00	\$640.00
Boom Truck & Chipper Rental	\$1,400.00	\$1,415.00	\$1,430.00

Note: The numbers above are anticipating the yearly increases the DIR will implement. They have not released the year 23/24. I expect it to be in the range of what we have projected. If for some reason, it is a much higher rate, we ask that we implement the increase plus 55%.

4. Proof of Insurability

Certificates will be provided by agreement date

5. Description of Entity Status

C Corporation

James Smith
Richard Enright

President
CFO

6. Contact Information

Selena Herrin
Email: Selena@smithenright.com
Cell: (831) 970-8346

General Manager

ATTACHMENT A STATEMENT OF WORK

1 GENERAL

1.1 DEFINITIONS

1.1.1 City: City of Salinas

1.1.2 Encampment:

The unauthorized perhaps illegal establishment, temporary or not, of one or more living spaces consisting of tarps, and other non-traditional housing materials, on public or private property where said living space is the primary residence of one or more persons.

1.2 OVERVIEW

1.2.1 As directed by City, Contractor shall provide turnkey homeless encampment site clean-ups as described herein, with the goal to keep waterways, parks and public space free of encampments to protect the environment and provide safe use of public areas.

2 CONTRACTOR DUTIES AND RESPONSIBILITIES

2.1 Contractor shall clean-up encampment sites as assigned by City. Preparation for cleanups shall include surveying sites, scheduling cleanups with City staff, planning for cleanups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Cleanups shall include collecting and sorting of debris, separating out personal property (defined in Exhibit A-1), shopping carts, e-waste, mattresses etc., and dismantling temporary structures, removing trash, cutting weeds, clearing paths, pruning trees and shrubs, and disposing of all debris at the Salinas Valley Solid Waste Authority, Transfer Station, or other acceptable disposal site. Contractor shall dispose of materials excluded from disposal (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.

2.2 Contractor shall supply all labor, materials, tools, heavy machinery, and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be in heavy foliage, poison oak, steep embankments, next to train tracks, by creeks and rivers, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.

2.3 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean-up. . Additional specific instructions will be given at the work location.

2.4 Contractor shall post City provided "notice to vacate" signs at the work site prior to the commencement of each removal project as established in the work-scope and as directed by City staff. Depending on circumstances this posting may occur 24-hours from the date of the cleanup, or two-weeks prior to the clean-up. Contractor shall photograph posted notices to document time and location of posting.

2.5 Contractor shall be responsible for the supervision/management of its crew and ensure all

necessary safety procedures are followed. This individual will also serve as the City contact for all projects.

2.6 Contractor shall provide bags and tags and identify and tag certain items as "personal property". Such items include but are not limited to items in good repair such as tents, backpacks, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment A 1 to this Statement of Work. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each cleanup indicating contact information for reclaiming personal property.

2.7 Contractor shall photograph the encampment site before and after the cleanup to document the condition of the site and the date of the cleanup. Photographs of cleanup will be provided to the City electronically after completion of the cleanup.

2.8 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.

2.9 Contractor shall immediately contact the City Police Department in the event that weapons are found at the encampment.

2.10 Contractor shall trim shrubs and vegetation as required in the work order as an encampment deterrent measure provided that such abatement is consistent with any permits required to perform cleanups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.

2.11 Contractor shall work with City representatives to obtain, maintain, and comply with all permits required to perform cleanups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.

2.12 Contractor shall be familiar with the areas and verify with the City designated representative that the jobsite is within the City's jurisdiction. Encampments may be located on properties shared by the City or other agencies. The Contractor is expected to be familiar with the area and verify the jobsite is within the City's jurisdiction. In the event that access to the jobsite is restricted, Contractor shall coordinate entry with the City.

2.13 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.

2.14 In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.

2.15 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.

2.16 City reserves the right to cancel any given project if the City, deems in its sole discretion, that there are unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least 24 hours' notice of any project cancellation.

2.17 Contractor shall perform work in a timely and efficient manner and conduct themselves in a courteous and business-like fashion at all times.

2.18 Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

3 CITY RESPONSIBILITIES

3.1 City shall issue a work order and provide a minimum one week notice to the Contractor prior to the start time of a clean -up project and issue maps and property boundary information as appropriate.

3.2 City shall provide security during the posting of the "notice to vacate" and for the duration of the clean-up.

3.3 City shall provide a representative to serve as a point of contact in writing, approving, and issuing work orders, and addressing any Contractor issues or questions that may arise during a clean-up.

3.4 City shall provide training and written instructions as required for the Contractor to help identify, sort, tag, and catalogue what will be retained as personal property.

4 SAFETY AND TRAINING

4.1 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.

4.2 Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.

4.3 Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, 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.

4.4 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.

4.5 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 required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

4.6 Contractor shall be trained annually 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, soiled 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. The Contractor will coordinate disposal of these wastes and syringes with City staff and consistent with Section 2.18.

4.7 Contractor shall provide copies of any training records and licenses required by the City upon request.

Attachment A1

Guidelines for Property Identification

Unless an item is trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage.

If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored.

Examples of items to take to storage: *The following are examples of items that could be considered personal property and will be stored:*

- ID/Social Security cards
- Medications
- Birth Certificates
- Tents
- Pots & Pans
- Radios & Electronics
- Photos/Photo Albums
- Tax/medical records
- Intact Bicycles
- Jewelry
- Purses/backpacks/briefcases
- Eyeglasses
- Books
- Tools
- Stoves & Generators

Examples of items that are trash or pose a threat to public health or safety and will not be stored: *The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:*

- Dirty or Soiled: items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats, or other vectors
- Perishable: open food or personal products that will spoil or rot in storage
- Contaminated: items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
- Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
- Broken or Disassembled: items that are broken, damaged, or stripped of parts (i.e. electronics stripped for copper, flat tires, torn up clothes)
- Weapons: weapons will be turned over to the SPD

- Obvious Trash: Food/beverage wrappers, tissue/paper napkins, open household product containers

All medications and controlled substances will be turned over to the PD for storage

**Attachment B
Proposal Certification**

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN BLUE INK IN THE APPROPRIATE SPACE BELOW

Prospective Operator's Company Name	Smith & Enright Landscaping, Inc
Address	540 Work St Suite C, Salinas, CA 93901
Telephone Number	831-758-6766
Facsimile Number	831-758-5589
E-mail Address	selena@smithenright.com
Contact Person Name and Title	Selena Herrin
	General Manager

PROSPECTIVE CONTRACTOR REPRESENTATIONS

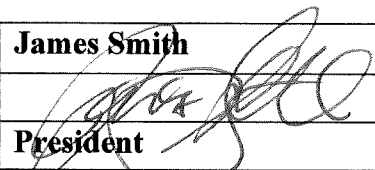
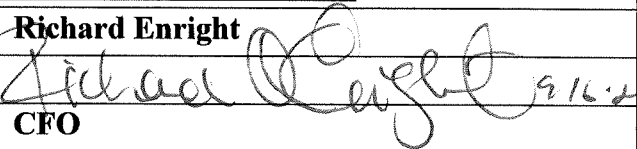

1. Prospective operator did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Prospective operator in regard to the amount, terms, or conditions of this Proposal.
2. Prospective operator certifies that neither the Prospective operator nor its principals are presently disbarred, suspended, proposed for disbarment or suspension, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agent, any California state agents, or any local governmental agency.
3. Prospective operator did not receive unauthorized information from any City staff member or official during the Proposal period, except as provided for in the Request for Proposal package, formal addenda issued by the City, or the Pre-Proposal Conference.
4. Prospective operator hereby certifies that the information contained in the Proposal and all accompanying documents is true and correct.
5. Please check the appropriate box below:
 - If the Proposal is submitted by a contractor, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the Proposal shall so state.
 - If the Proposal is made by a partnership, the full names and addresses of all members and the addresses of the partnership, the full name and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - If the Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the Proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the Proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each contractor.

By signing below, the submission of a bid shall be deemed a representation and certification by the prospective operator that they have investigated all aspects of the Request for Proposals, that they are aware of the applicable facts pertaining to the Request for Proposals process, its procedures and requirements, and that they have read and understood the Request for Proposals.

All signatures should be in blue ink.

Authorized Representative Name (print name)	James Smith
Authorized Representative Name (sign name)	 9-16-21
Authorized Representative Title, if any (print title)	President
Complete Additional Signatures Below as Required Under Number 5 Above	
Authorized Representative Name (print name)	Richard Enright
Authorized Representative Name (sign name)	 9-16-21
Authorized Representative Title, if any (print title)	CFO
Authorized Representative Name (print name)	Selena Herrin
Authorized Representative Name (sign name)	 9-17-21
Authorized Representative Title, if any (print title)	General Manager

Attachment C Proposal Questionnaire

All information requested in this Questionnaire shall be furnished by the Prospective operator and shall be submitted with the Proposal. Statements shall be complete and accurate and, in the form, requested. Omission, inaccuracy, or misstatement may be cause for the rejection of a Proposal.

1. Please confirm, by checking the box that follows this paragraph, that the Prospective operator:
 - a. Owns sufficient equipment required to perform the work as specified in the Request for Proposals.
 - b. Has a requisite amount of experience in the successful completion of project.
 - c. Is eligible to enter into an Agreement with the City of Salinas.

YES

2. If a corporation, answer the following:

- | | |
|---|-------------------|
| a. When incorporated? | November 10, 1997 |
| b. In what state? | CA |
| c. Authorized to do business in California? | YES |
| d. If so, what date? | 1984 |

3. If NOT a corporation, answer the following:

- | | |
|--------------------------------------|-------|
| a. Name of Organization: | _____ |
| b. Date of Organization: | _____ |
| c. Entity Status (Partnership, LLC): | _____ |
| d. Registered in California? | _____ |
| If so, when? | _____ |

4. Have you ever had a bond or surety denied, canceled, or forfeited?

Yes No

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture in an attached statement.

5. Have you ever declared bankruptcy or been declared bankrupt?

Yes No

Attachment D

Non-Collusion Affidavit

This information must be submitted with your Proposal.

State of California, County of Monterey

Selena Herrin, being first duly sworn, deposes and says that:

1. He/She is the owner, partner, officer, representative, or agent of Smith & Enright Landscaping, Inc .
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.

Neither the operator nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any colluded, conspired, connived, or agreed, directly or indirectly, with any other operator, firm or person to submit a collusive or sham proposal in connection with this Request for Proposals, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other operator, firm or person to fix the price or the prices in the attached Proposal or of any other operator, or to fix any overhead, profit or cost elements of the Proposal or the Proposal of any other operator, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Salinas or any person interested in the proposed agreement; and

4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the operator or of any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed


(signature in blue ink)

General Manager _____
Title

1-27-21



Class Roster

BasicPlus CPR, AED, and First Aid for Adults

Class 2

Primary Instructor: Pedro Alfaro

Course date(s)

	Last Name	First Name	Email	Telephone	Written Exam Passed	Card Issued
1	Perez	Feliciano			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
2	RIVERA	Jorge			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
3	Vazquez	Mequiades			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
4	Salazar	Guillermo			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
5	Villa	José			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
6	Valdez	Luis			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
7	Alcocer	Miguel			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
8	HERRERA	HECTOR		(831) 970-8348	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
9	ESTEBAN	CARLOS			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
10	Silvas M	dose Angel			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
11	WILL	VICTOR		(831) 710-7616	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
12	Cervantes	carlos		(831) 612-2093	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
13	Cipriany Sanchez	FRANCESCO		(831) 794-2256	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
14	Ricardo Chavez				Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
15	Fredricko	Francisco Zamora			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
16	Ernesto	Ernesto			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
17	Pedro Perez	Pedro Perez			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
18	Juan L. Ruiz	Juan L. Ruiz			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
19	Maricela Torero				Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
20					Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

Assistant Instructor Required

(Handwritten signatures and initials)

1-27-21



Class Roster

BasicPlus CPR, AED, and First Aid for Adults

Primary Instructor: Pedro Alfaro Course date(s): Class #1

	Last Name	First Name	Email	Telephone	Written Exam Passed	Cert Issued
1	Hernandez				Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
2	DIAZ	EFRAIN			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
3	Hernandez	MILTON			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
4	Adriana	Adan	540 WALK		Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
5	Quizes	Parkina			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
6	Alvarez	Soel			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
7	Moreno	Isabel			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
8	Vargas	Miguel	606 06		Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
9	Dario Martinez	Dario Martinez			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
10	Ferrero	Miguel			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
11	MENDOZA	JAVIER			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
12	Enright	Glen			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
13	Hernandez	Mateo	Mateo.Hernandez@fmi.com		Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
14	Martinez	Ramon			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
15	JIMENEZ SARCIA	DANIEL			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
16	Rodriguez Alcala	Richard			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
17	Fruis M.	ANTONIO			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
18	FERRERO GARCIA	Guillermo Gorda			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
19	MARTIN ALAN				Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
20	CHAVARRIA	EDGAR			Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

Assistant Instructor Required

✓ Rose R Sanchez
 ✓ Guillermo Candenas

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTOR
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **757700** Entity: **CORP**

Business Name: **SMITH AND ENRIGHT
LANDSCAPING INC**

Classification: **C27**

Expiration Date: **01/31/2023** www.cslb.ca.gov

