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 Alcala, 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

General Manager

Email: Selena@smithenright.com

Cell: (831) 970-8346

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 were 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 on 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	Selena Herrin
and Title	General Manager

PROSPECTIVE CONTRACTOR REPRESENTATIONS

5. Please check the appropriate box below:

- 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.
- ☐ If the Proposal is submitted by a <u>contractor</u>, 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 <u>partnership</u>, 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 <u>corporation</u>, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the Proposal is made by a <u>limited liability company</u> , it shall be signed in the corpor by an authorized officer or officers.	rate name
☐ If the Proposal is made by a joint venture, the full names and addresses of all memb joint venture shall be stated and the bid shall be signed by each contractor.	ers of the

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)	GOV 9-16-21
Authorized Representative Title, if any (print title)	President /
Complete Additional Signatures Below as Requi	red Under Number 5 Above
Authorized Representative Name (print name)	Richard Enright
Authorized Representative Name (sign name)	Afthad a of 1916.
Authorized Representative Title, if any (print title)	CFO
Authorized Representative Name (print name)	Selena Herrin
Authorized Representative Name (sign name)	(Ill Ile 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.

pos	sai.		
1.	Please operat	confirm, by checking the box that followor:	ws this paragraph, that the Prospective
	a.	Owns sufficient equipment required to Request for Proposals.	perform the work as specified in the
	b.	Has a requisite amount of experience in	the successful completion of project.
	c. YE	Is eligible to enter into an Agreement w S	rith the City of Salinas.
2.	If a co	rporation, answer the following:	
	b. с.	When incorporated? In what state? Authorized to do business in California If so, what date?	November 10, 1997 CA ? YES 1984
3.	If NO	Γ a corporation, answer the following:	
	b. с.	Name of Organization: Date of Organization: Entity Status (Partnership, LLC): Registered in California? If so, when?	
4.	Have y	you ever had a bond or surety denied, car	nceled, 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 d	eclared bankruptcy or been declared bankrupt?
	☐ Yes	No

If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets

6.	Have you or your	company/entity ever had	any agreements cancelled?
	☐ Yes	No	
	If yes, giv	e details in an attached sta	atement.
7.	Have you or your performance or of	company/entity ever beer her related issue?	n sued for issues pertaining to fee payment,
	☐ Yes	No	
	If yes, give	e details in an attached sta	atement.
8.	Are you or is your could in the future Agreement?	company now engaged in a affect your ability to pay	in any litigation or action which does now or y fees or perform under the Proposed
	☐ Yes	No No	
		e details in an attached sta	atement.
represe statem	entations made in the	his questionnaire are true a o. In the case of a corpora	perjury that all statements, answers, and and accurate, including all supplementary ate prospective operator, the signature of one
	Ele	thi	9.17.21
Signat	ure	• •	Date
	a Herrin_ l or Typed Name		
Genera Title (i	nl Manager f any)		

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 Landsaping, 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

MEDIC MEDIC MEDICAL ME

Class Roster BasicPlus CPR, AED, and First Aid for Adults

Class 2

Pedro Alfaro

Primary Instructor_

Course date(s)

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MEDIC AND FIRST Aid

Pedro Alfaro

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SMITH AND ENRIGHT LANDSCAPING INC

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Expressions 01/31/2023

www.cslb.ca.gov

