

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 16th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Clean Harbors Environmental Services, Inc., a Massachusetts corporation qualified to do business in California, whose address is 2500 East Victoria Street, Compton, California 90220 (“CONTRACTOR”).

RECITALS

A. CITY published a Request for Proposals (“RFP”) for homeless encampment cleanup on July 2, 2020;

B. CONTRACTOR submitted a proposal (“Proposal”) in response to the RFP a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

C. CITY desires to engage CONTRACTOR on a non-exclusive basis to provide the services provided for in the Proposal on an as needed basis; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement: Work Order. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement immediately upon written notice to Contractor. In the event that the City does so terminate this Agreement it shall pay Contractor for all services provide prior to termination.

1.01 Non-Exclusivity. Contractor understands and agrees that this is a non-exclusive contract. The City intends to retain other contractors to perform the services as well and will assign separate projects to Contractor and others in its sole and absolute discretion. City has made no promise of a certain quantity of work or overall compensation under this Agreement.

1.02 Work Orders. Contractor shall not undertake performance of any Services without first receiving delivery of a written work order (“Work Order”) executed by City’s Community Services Director containing the scope of work and the authorized compensation for the scope of work. Contractor shall not undertake any Services in the absence of an executed Work Order, as provided in the preceding sentence. Any Services rendered in the absence of an executed Work Order or that exceed the compensation specifically stated in the Work Order shall not be eligible for compensation. In the event that the compensation contained in the Work Order will be insufficient whether due to the City increasing the scope of work or due to reasons that were not reasonably foreseeable by Contractor after inspecting the site at the time of quoting the job, Contractor shall secure a new or amended Work Order from the Community Services Director

prior to undertaking any such additional or unforeseeable Services.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal.

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by similar contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all training, licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services including, but not limited to, required building permits, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of

all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the

findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

Date: _____

CONTRACTOR:

Clean Harbors Environmental Services, Inc., a Massachusetts corporation qualified to do business in California

By:

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPOSAL
(insert behind this page)

**Proposal to
City of Beaumont
RFP for Homeless Encampment Cleanup Services**

Due: July 29, 2020 10:00 AM



This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the bid documents, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.



Clean Harbors Environmental Services, Inc.
2500 East Victoria Street
Compton, California 90220
www.cleanharbors.com

Clean Harbors, Inc. (Parent Company)
A Massachusetts Corporation
Organized: 03/24/1980

d/b/a Clean Harbors Environmental Services, Inc.
Tax ID No.: 04-2698999
D & B No.: 039322250

July 28, 2020

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: RFP for Homeless Encampment Cleanup Services

Dear Selection Committee,

Clean Harbors Environmental Services, Inc. (“Clean Harbors”) is pleased to present our enclosed proposal for the City’s Homeless Encampment Cleanup Services. As many local governments are discovering homeless encampments often pose significant health and safety risks. Clean Harbors has experience providing the disinfection, sanitation and clean-up of homeless encampments and we currently provide these services to multiple local government agencies in California. Additionally, we have significant experience in coordinating our services with both local homeless support services and law enforcement services.

With safety as our number one priority and the best corporate training program in the industry, we are able to provide a level of service that is unparalleled. Our highly trained and experienced staff understand the complexity of working in and around transient population areas while still successfully completing their assigned tasks.

We value your business and appreciate this opportunity to participate in this RFP. Please do not hesitate to contact Donna Locher, if you have any questions or concerns, she is primary contact person for this proposal.

Offeror name: Clean Harbors Environmental Services, Inc.
Local Office: 2500 East Victoria Street
Compton, CA 90220
Phone: 562-405-2835
Donna Locher, Area BD Manager
Locher.donna@cleanharbors.com
Corporate Office: 42 Longwater Drive
Norwell, MA 02061-9149
Phone: 781.792.5000

Clean Harbors commits this proposal shall remain valid for 90 days from the bid due date.

Very respectfully,
Clean Harbors Environmental Services, Inc.

Donna J. Locher
Area BD Manager

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- G. Exhibit B Supplemental Proposal Form
- H. Appendix
 - 1. Licenses, Permits and Certificates
 - 2. Clean Harbors Standard Homeless Encampment Abatement Procedures
 - 3. Exceptions to contractual language

B. Introduction

Clean Harbors proposal is to provide the City turnkey homeless encampment site clean-ups services to the City. Clean Harbors can provide the collection, packaging, transportation and disposal of all universal, biohazardous, medical and hazardous waste present at the encampment sites. Clean Harbors has all the permits, licenses, training and experience to perform complete full service cleanup activities with our internal staff.

Clean Harbors can also provide the City with public right-of-way sanitation services on areas such as sidewalks, if needed. These additional services are essential disease prevention measures which are currently being adopted by many larger Cities within California. Clean Harbors has provided these disinfection services to the City of San Diego and the City of Los Angeles. We have the proper California Department of Pesticide Regulation (CDPR) license to provide these disinfection services.

Clean Harbors will provide the proposed clean-up services out of our Highland, CA location. ✓

C. Firm Profile

Clean Harbors is a publicly traded corporation headquartered in Norwell, Massachusetts, we employ more than 14,000 employees at over 400 service locations positioned throughout North America in 37 U.S. states, 7 Canadian provinces, Mexico and Puerto Rico. We own and operate over 50 waste management facilities and provide integrated services to a large, diversified customer base. Services we provide include hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services, and industrial services.

The company began forty years ago on March 24, 1980. Clean Harbors' experienced and dedicated employees are committed to providing the highest quality and most comprehensive environmental services available. The scope of our services encompasses the widest range and provides our customers with one single source for satisfying their multiple environmental needs.

Our corporate office is located at:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Clean Harbors has over 400 locations across North America, our Compton, CA location will be the primary service provider for the proposed services. Experience and Local Staff ✓
Clean Harbors is experienced in providing homeless encampment clean-up services. Clean Harbors staff are properly trained and highly experienced at providing all these services.

Differentiating Aspects of Clean Harbors

Excellent Health & Safety Program

Clean Harbors' Environmental Health & Safety Department employs a centralized management system for the management of all health, safety, and environmental compliance functions. Our professionals oversee compliance nationwide with an organization aligned with the business lines of the company. The corporate Environmental Health & Safety compliance group supports the field compliance managers, develops corporate policy, and implements the corporate compliance programs.

Health & Safety is Clean Harbors' #1 priority – companywide. Employees at all levels of the company share this philosophy and are committed to ensuring our safety goals are met. Our commitment to health and safety benefits everyone - our employees, our customers, the community, and the environment.



Clean Harbors has an extensive array of Health and Safety policies and Environmental Compliance procedures and guidelines that direct our day-to-day activities and ensure we have safe operating conditions for all of our employees and customers. These policies and guidelines are monitored and enforced as part of the daily oversight by our supervisors, as well as by the inspections and audit programs we utilize at all of our job sites and operating facilities. Our Health and Safety policies and Environmental Compliance procedures and guidelines are company confidential documents, but we have included a copy of the table of contents from our Health and Safety Policies and Standards on the following pages to demonstrate the breadth of our program and policies to the City.

Clean Harbors Health & Safety Manual & Infrastructure

Clean Harbors comprehensive Health and Safety Manual has 3 tiers as described below.

Tier #1 – Health & Safety Policies

These Policies are overarching companywide documents covering a specific topic, which is applicable to everyone with no variances/ exceptions/ deviations from the requirements.

Tier #2 – Standards

These Standards are documents containing more detailed information, and requirements covering specific topics, again, applicable to everyone and with no variances/ exceptions/ deviations.

Tier #3 – Standards and BMPs

These represent requirements applicable to a subset of the company. The requirements do not apply to the entire company and are typically created to meet specific legislative or operational requirements. The name and the scope of the document will define and clarify its applicability within the company. The use of the term "standard" means the elements of the documents are requirements much like Tiers 1 and 2.

Clean Harbors Health Safety Policies and Standards**Table of Contents****MANAGEMENT**

- 1-A: Management Commitment (HS.00001.PLC-10HS)**
- 1-B: Planning and Resources (HS.00002.PLC-10HS)**
- 1-C: Health and Safety Policies (HS.00003.PLC-10HS)**
- 1-D: Authority Responsibility Line Accountability (HS.00004.PLC-10HS)**
- 1-E: Contractors and Contract Employees (HS.00005.PLC-10HS)**
- 1-F: Employee Involvement Policy (HS.00006.PLC-10HS)**
 - Behavioral Based Safety Standard (HS.00082.T2S-10HS)*
 - Health and Safety Committee Standard (HS.00083.T2S-10HS)*
- 1-G: HS System Goals (HS.00007.PLC-10HS) FINAL**
- 1-H: Health and Safety System Evaluation (HS.00008.PLC-10HS)**
- 1-I: Legislative Compliance (HS.00009.PLC-10HS)**
 - Employee Health Safety Rules Standard (HS.00084.T2S-10HS)*
 - Hazard Communication Standard (HS.00085.T2S-10HS)*

WORKSITE ANALYSIS

- 2-A: Hazard Analysis Change Routine Activity Prevention Control (HS.0010.PLC-10HS)**
 - 1,3-Butadiene Handling and Exposure Standard (HS.00001.T2S-10HS)*
 - Abrasive Blasting Standard (HS.00011.T2S-10HS)*
 - Acrylonitrile Standard (HS.00048.T2S-10HS)*
 - Ammonia Waste Safety Standard (HS.00013.T2S-10HS)*
 - Arsenic Standard (HS.00049.T2S-10HS)*
 - Asbestos Standard (HS.00040.T2S-10HS)*
 - Benzene Handling and Exposure (HS.00014.T2S-10HS)*
 - Beryllium Standard (HS.00050.T2S-10HS)*
 - Bio-Haz Infectious Substances Bloodborne Path Exposure Control Standard (HS.00015.T2S-10HS)*
 - Bonding and Grounding Standard (HS.00017.T2S-10HS)*
 - Bulging Container Management Standard (HS.00016.T2S-10HS)*
 - Cadmium Standard (HS.00051.T2S-10HS)*
 - Chemical Hygiene Plan (HS.00019.T2S-10HS)*
 - Cold Stress Standard (HS.00018.T2S-10HS)*
 - Confined Space Entry Standard (HS.00030.T2S-10HS)*
 - Crystalline Silica (Quartz) Standard (HS.00012.T2S-10HS)*
 - Cyanide Handling Standard (HS.00020.T2S-10HS)*
 - Decontamination Standard (HS.00021.T2S-10HS)*
 - Drum and Container Handling Standard (HS.00022.T2S-10HS)*
 - Electricity Safety Standard (HS.00023.T2S-10HS)*
 - Employee Safety Meetings Standard (HS.00024.T2S-10HS)*
 - Ergonomics Program Standard (HS.00025.T2S-10HS)*
 - Ethylene Oxide Standard (HS.00041.T2S-10HS)*
 - Excavation and Trenching Standard (HS.00026.T2S-10HS)*
 - Fall Protection-Working from Heights (HS.00027.T2S-10HS)*
 - Flammable-Combustible Tank Vehicle Cutting Standard (HS.00028.T2S-10HS)*
 - Formaldehyde Standard (HS.00052.T2S-10HS)*
 - Heat Stress Standard (HS.00029.T2S-10HS)*
 - Hexavalent Chromium Standard (HS.00053.T2S-10HS)*

Worksite Analysis (Cont'd)

- Highly Hazardous Materials Acceptance Program Standard (HS.00059.T2S-10HS)*
- Hot Work Permit Standard (HS.00035.T2S-10HS)*
- Household Hazardous Waste Collections Standard (HS.00036.T2S-10HS)*
- HPWJ Standard (HS.00031.T2S-10HS)*
- Hydrogen Fluoride Safety Standard (HS.00042.T2S-10HS)*
- Hydrogen Sulfide Awareness Standard (HS.00044.T2S-10HS)*
- Job Hazard Analysis Standard (HS.00086.T2S-10HS)*
- Lead Standard (HS.00054.T2S-10HS)*
- Line and Equipment Opening Program Standard (HS.00037.T2S-10HS)*
- Lockout Tagout Standard (HS.00045.T2S-10HS)*
- Management of Change Standard (HS.00046.T2S-10HS)*
- Marine (Boating) Safety Standard (HS.00061.T2S-10HS)*
- Mercury Management Standard (HS.00039.T2S-10HS)*
- Methylene Chloride Standard (HS.00055.T2S-10HS)*
- Mobile Cranes Standard (HS.00047.T2S-10HS)*
- Pesticide Waste Collection Standard (HS.00057.T2S-10HS)*
- Pressure Relief Valves on Double Diaphragm Pumps Standard (HS.00087.T2S-10HS)*
- Pressure Washing Standard (HS.00066.T2S-10HS)*
- Radiation Protection Safety Standard (HS.00064.T2S-10HS)*
- Rail Transportation Bloodborne Response Standard (HS.00060.T2S-10HS)*
- Site Access Control Standard (HS.00065.T2S-10HS)*
- Site Characterization and Analysis Standard (HS.00062.T2S-10HS)*
- Vinyl Chloride Standard (HS.00056.T2S-10HS)*
- Working Alone or in Isolation (HS.00002.T2S-10HS)*
- Working Safely on Petroleum Storage Tank Floating Roofs Standard (HS.00034.T2S-10HS)*
- 2-B: Routine Inspections (HS.00011.PLC-10HS)**
 - Ladders-Step Fixed Extension Standard (HS.00067.T2S-10HS)*
 - Mechanical Retrieval Inspection Standard (HS.00089.T2S-10HS)*
 - Sling Inspection Standard (HS.00090.T2S-10HS)*
- 2-C: Hazard Reporting and Correction Tracking (HS.00013.PLC-10HS)**
- 2-D: Incident Reporting and Investigations (HS.00014.PLC-10HS)**
- 2-E: Trend Analysis (HS.00015.PLC-10HS)**

HAZARD PREVENTION AND CONTROL

- 3-A: Discipline Policy (HS.00016.PLC-10HS)**
- 3-B: Predictive Preventive Maintenance (HS.00017.PLC-10HS)**
 - Preventative Maintenance Standard (HS.00038.T2S-10HS)*
- 3-C: Emergency/Security Procedures (HS.00018.PLC-10HS)**
 - Emergency Response Standard (HS.00070.T2S-10HS)*
 - First Aid Standard (HS.00071.T2S-10HS)*
 - Fire Protection Standard (HS.00058.T2S-10HS)*
- 3-D: Personal Protective Equipment (PPE) Policy (HS.00019.PLC-10HS)**
 - Personal Protective Equipment Standard (HS.00072.T2S-10HS)*
 - Respiratory Protection Standard (HS.00073.T2S-10HS)*
- 3-E: Process Safety Management (HS.00020.PLC-10HS)**
 - Process Safety Management Program Standard (HS.00074.T2S-10HS)*

- 3-F: IIPP Policy (HS.00021.PLC-10HS)**
- 3-G: Occupational Health Care Program (HS.00022.PLC-10HS)**
 - Hearing Conservation Standard (HS.00075.T2S-10HS)*
 - Industrial Hygiene Standard (HS.00076.T2S-10HS)*
 - Medical Surveillance Program (HS.00003.T2S-10HS)*
 - Return to Work for Non-Work Injuries or Illnesses (HS.00004.T2S-10HS)*
 - Workplace Fetal Protection Standard (HS.00077.T2S-10HS)*
- 3-H: Recordkeeping (HS.00023.PLC-10HS)**
- 3-I: Document Control (HS.00024.PLC-10HS)**
- 3-J: Safety Glasses and Safety Boots Reimbursement Policy (HS.00028.PLC-10HS)**

SAFETY AND HEALTH TRAINING

- 4-A: Health and Safety Training Recordkeeping (HS.00025.PLC-10HS)**
 - Heavy Equipment Operator Standard (HS.00079.T2S-10HS)*
 - Mobile Crane Training (HS.00078.T2S-10HS)*
 - New Employee-Short Service Worker Standard (HS.00032.T2S-10HS)*
 - Powered Industrial Vehicles Standard (HS.00043.T2S-10HS)*

D. References and Experience

Several West Coast cities and counties have seen large increases in the number of homeless, and many of these city and county governments have declared states of emergency related to public safety and health hazard risks stemming from the homeless encampments. The encampments are commonly filled with garbage, human feces and urine, hypodermic needles and other insanitary conditions.

Clean Harbors has knowledge, training, experience and resources necessary to provide the essential turnkey homeless encampment site sanitation & abatement services needed to reduce and minimize these risks.

Clean Harbors has over 7 years of experience providing the Disinfection, Sanitation and Clean-up specifically of homeless encampments in California. In addition, we have over 39 years of experience in providing a vast array of waste management services throughout North America. We have provided customer references for some of our California clients who utilize Clean Harbors' Homeless Encampment Abatement services below.

Customer Name: City of Los Angeles, Watershed Protection Div.
 Address: 2714 Media Center Drive, Los Angeles, CA 90065
 Contact Name, Title: Howard Wong, Environmental Inspector
 Telephone Number: (213) 725-6313
 Email Address: howard.wong@lacity.org
 Period of Performance: From: 2012 To: Present
 Contract Value: 53 Million (master contract value- numerous Clean Harbors services)

The above contract includes numerous Clean Harbors services to the City. Beginning in 2012, Clean Harbors began providing homeless encampment cleanup services on a biweekly schedule. We provide abatement, decontamination, sanitation and hazardous waste transportation and disposal services to the City. Our crews work in conjunction with the City's sanitation crews to perform the cleanup services. The City's staff handles the trash collection, transportation and disposal. The City also provides site security, personal property cataloging and storage, and manages any contraband which is discovered at the site.

Customer Name: County of San Diego
 Address: 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204
 Contact Name, Title: Chris Robinson, Supervisor
 Telephone Number: (619) 660-5815
 Email Address: Christopher.Robinson@sdcounty.ca.gov
 Period of Performance: From: Nov 2017 To: present
 Contract Value: Estimated annual contract value \$1 Million.

Clean Harbors provides complete homeless encampment abatement services at various sites throughout the county. Services include abatement, disinfection per County protocols, confined space entry, trash and hazardous waste clean-up, transportation and disposal.

Customer Name: County of Orange Community Resources
 Address: 1770 North Broadway 4th Floor, Santa Ana, CA 92706

Contact Name, Title: Sue Stoffel, Maintenance Inspector
Telephone Number: (714) 834-2400
Email Address: sue.stoffel@ocparks.com
Period of Performance: From: March 2017 To: Present
Contract Value: Estimated annual contract value \$275,000.

Clean Harbors provides homeless encampment abatement services to the County Community Resources Agency. Services include abatement, disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal.

Customer Name: City of San Diego
Address: 1200 Third Avenue, Ste 200, San Diego, CA 92101
Contact Name, Title: Michael Dykes, Code Compliance Supervisor
Telephone Number: (858) 627-3314
Email Address: mdykes@sandiego.gov
Period of Performance: From: September 2017 To: present
Contract Value: Estimated annual contract value \$1 Million.

Clean Harbors provides sanitation services on City public rights-of-way and other City property throughout the City. Services include disinfection per County protocols. Clean Harbors began providing these sanitation services to the City in September 2017 to help with the Hepatitis A epidemic.

Customer Name: Caltrans
Address: 2616 N. Main St, Walnut Creek, CA 94597
Contact Name, Title: Jeremy D. Reiss, Maintenance Area Superintendent
Telephone Number: (925) 926-6155 office, (925) 580-5638 Cell
Email Address: jeremy.reiss@dot.ca.gov
Period of Performance: From: August 2019 To: Present
Contract Value: Estimated annual contract value \$300,000

Clean Harbors provides homeless encampment abatement services to Caltrans in Alameda and Contra Costa Counties. Services include abatement, disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal.

Staff Roles & Experience

Clean Harbors' Field Service Center will provide a team of experienced professionals to manage the City's service needs. A dedicated team of professionals consisting of a Field Services Branch Manager, and a Project Manager/ Field Services Specialist will provide the coordinated program management the City is in need of. Together, the team will ensure efficient planning, quality service, cost control, and risk containment. Clean Harbors will be responsible for controlling the quality of work, the work schedule and budget; and for assuring that the specified quality, schedule and budget is achieved.

Clean Harbors Project Manager, Carlos Mena, will have overall project responsibility and will be the primary operational contact for the City. He will oversee planning, provide technical advice, and will act as liaison between the City and Clean Harbors. Carlos will be responsible for appropriating equipment and arranging for services, leading & supervising field operations,

ensuring that Health & Safety requirements are adhered. Carlos has over 19 years of experience in the environmental industry.

The Field Technicians will perform the waste handling and cleanup services. The Equipment Operators/Driver will operate trucks and other necessary equipment to transport supplies and waste to and from the cleanup sites. The Drivers will often fill Technician roles while onsite if needed.

Clean Harbors Branch Manager, Jorge Delatorre, is accountable for all projects performed out of the Riverside Branch and will provide management oversight for all the services we provide to the City. Jorge has 16 years of experience in the environmental industry.

Israel Garcia, Regional Health & Safety Manager, will provide program Health & Safety oversight, and support H&S Plan development. Mr. Garcia has 12 years of experience in the Environmental Industry.

Customer satisfaction is a priority for Clean Harbors, our Account Development Manager, Donna Locher, will routinely meet with you to discuss performance. Your Account Manager will be your primary point of contact for contract and account management needs. Donna has 27 years of experience in the environmental industry.

Which is
it? Compton,
Highland or
Riverside?

E. Scope of Services

Clean Harbors will provide the following features as part of our services to the City:

- Dedicated Skilled Project Manager - This individual will be the primary contact for all services to the City, this will be Carlos Mena.
- Skilled Personnel - Clean Harbors' staff of experienced, capable Supervisors, Foremen and Technicians will perform the abatement services for the City in an efficient, customer- oriented manner to your complete satisfaction.
- Compliance with Regulations - Clean Harbors regards compliance with applicable environmental regulations as a critical component of its overall operations both from the standpoint of health and safety of its employees and as a service to its customers. All Federal, State and Local regulations will be strictly adhered to.
- Proper Supplies and Equipment - Clean Harbors will provide all the necessary supplies and equipment to safely and effectively provide the requested services and to package any hazardous materials generated during the abatement process.
- Document Preparation - Clean Harbors will prepare and provide all the necessary paperwork to properly package and ship all the abatement waste safely and in compliance with all applicable regulations.

Clean Harbors Responsibilities:

- Closely coordinate and work with all City's staff and contractors to ensure maximum project efficiency, safety and regulatory compliance and for all scheduled work.
- Provide required Notice to Vacate posting at least 72 hours prior to cleanup services, including photographing & emailing notices to requested parties.
- Provide cleanup services on a scheduled basis.
- **Perform all the duties and responsibilities outlined in the RFP in accordance with all City's policies and procedures.**
- Provide qualified and appropriate field crews for all Clean-up services including hazardous materials removal and confined space entries.
- Remove and dispose of all debris including makeshift shelters/ structures.
- Identify, remove, package, transport and dispose all debris/trash, universal & hazardous & biohazardous waste.
- Decontaminate and sanitize the waste to be removed to ensure health and safety.
- Provide the City with pre and post abatement/sanitation photos of encampment sites.
- Notify the City whenever adjacent encampments are discovered by Clean Harbors crews.
- Upon discovery of unattended personal property that does not present a health and safety hazard, Clean Harbors will bag, tag and log the personal property. We will notify the City of the discovered personal property and post personal property retrieval information at

the cleanup site. Clean Harbors can transport the personal property to the City's designated storage location. These items will be tagged per the RFP document.

- Immediately halt work and notify the appropriate local law enforcement via 911, if any contraband and/or evidence of criminal activity is discovered at a site.
- Photograph each site before and after the cleaning. Provide an electronic copy of each photograph.
- Provide the City notification of when the work is complete and provide a report to include the total weight of the debris removed and weight tags from the facility.
- Coordinate with the City Representative in the event an adjacent encampment is discovered and obtain work authorization prior to proceeding.
- Trim trees and vegetation per the RFP requirement.
- Turnover all medications and controlled substances to the City of Beaumont Police Department.
- Work efficiently and courteously and businesslike.
- Properly manage all solid, hazardous, bio and sharps waste in accordance with applicable laws.

Clean Harbors will self-perform all the above services with the exception of the disposal of the non-hazardous and universal waste; these disposal services will be managed under the exclusive franchise agreement with Waste Management.

If desired, Clean Harbors can also decontaminate and sanitize the encampment areas to ensure health and safety. This is common practice when encampments are in public places with concrete or asphalt, such as sidewalks and parking lots.

We have included a generic outline of our Homeless Encampment Abatement procedures which provides details of our work plan, the procedures can be customized to the City if necessary.

Please see Appendix 2-Clean Harbors Homeless Encampment Sanitation Abatement Procedures.

Note: this is a company confidential document that we request you do not distribute outside of the City without Clean Harbors' written permission.

Exempt from Disclosure under PRA (California Government Code Sections 6250 et. Seq.)

City Responsibilities

- Sites will be identified by the City Police Department which will be clustered according to quantity of waste, number of encampments, accessibility and other conditions.
- One week prior to site mobilization city staff will provide "Notice to Abate Nuisance at each site.
- Once the site(s) have been tagged for clean-up, City staff will send Clean Harbors information about the locations to be cleaned up per the RFP document.
- Provide a City Point of Contact

- Provide training and written instruction for Clean Harbors to help manage the retained personal property as referenced in the RFP document.
- Ensure local law enforcement presence is available to provide site security when contractor is present onsite.
- Provide location for personal property storage and handle all claims and collection claim stored personal property.
- Identify and establish working relationships with outreach and assistance agencies/groups.

Project Health and Safety

Health & Safety is Clean Harbors' #1 priority – companywide. Employees at all levels of the company share this philosophy and are committed to ensuring our safety goals are met.

Clean Harbors has an extensive array of Health and Safety policies and Environmental Compliance procedures and guidelines that direct our day-to-day activities and ensure we have safe operating conditions for all of our employees and customers. These policies and guidelines are monitored and enforced as part of the daily oversight by our supervisors, as well as by the inspections and audit programs we utilize at all of our job sites and operating facilities.

Prior to each job our entire crew prepares a written Job Hazard Analysis (JHA). The purpose of our JHA is help to identify hazards associated with routine and non-routine jobs or tasks, so that the risk of injury, illness, or a work related incident are minimized and will ensure the safety of all employees. Our JHA is used to ensure all employees are advised of safety and health hazards associated with the work or project about to commence, job specific equipment or tools, applicable Health & Safety procedures, and regulatory requirements related to the work being performed.

Clean Harbors will perform work in inclement weather and is aware of jobsite challenging conditions as noted in the RFP.

Clean Harbors Training

Clean Harbors has established work procedures and policies to safely perform the requested services in full regulatory compliance. Our employees have the necessary training to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.

Clean Harbors Bloodborne Pathogen training is supplemented with precautions regarding West Nile Virus, hanta virus, Hepatitis A, and histoplasmosis and meets all OSHA's Bloodborne Pathogen Standard 1910.1030.

Employees participate in annual refresher training and site-specific training prior to each job. Clean Harbors utilizes a monthly modular training schedule to meet the annual refresher training requirement.

Clean Harbors has a very rigorous evaluation program in place to ensure that the drivers we hire are qualified and experienced in operating the specific type of vehicle for which we have hired

them. For employees who drive for the company, we have designed a Driver Training Policy and Program, which are structured to provide and maintain drivers with the necessary skills to perform safely and efficiently and to comply with regulatory requirements. Training objectives are met through a combination of initial and refresher training courses.

Employees have the work procedures to be able to safely manage bio waste, personal hygiene items, sharps and other materials which could pose a health threat. PPW will be provided and staff will be trained accordingly. These waste streams will be managed for disposal with the coordination of the City staff.

All Clean Harbors training records and licenses are available to the City.

The following pages outline the training our staff receive. We also have a Covid 19 response training course for our crews involved in Covid 19 decontamination services, which is not shown on the overview yet.

Clean Harbors Field Services HEALTH & SAFETY TRAINING OVERVIEW

Minimum Required Training	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
40-Hour OSHA HAZWOPER Training	*	*	*	*
Refresher Module 1 of 8 – HAZCOM	*	*	*	*
Refresher Module 2 of 8 – Medical / Bloodborne*	*	*	*	*
Refresher Module 3 of 8 – Respiratory Protection*	*	*	*	*
Refresher Module 4 of 8 – Confined Space / Heat Stress*	*	*	*	*
Refresher Module 5 of 8 – PPE / Hearing Protection*	*	*	*	*
Refresher Module 6 of 8 – Decontamination*	*	*	*	*
Refresher Module 7 of 8 – Emergency Response*	*	*	*	*
Refresher Module 8 of 8 – Drum & Material Handling*	*	*	*	*
Bloodborne Pathogen Training*	*	*	*	*
Hearing Conservation & Safety*	*	*	*	*
Cold Stress	*	*	*	*
Heat Stress	*	*	*	*
CPR Certification**	*	*	*	*
First Aid Certification**	*	*	*	*
Bonding & Grounding	*	*	*	*
Lockout / Tagout Affected Training Exam	*	*	*	*
Aerial Lift Training Exam	*	*	*	*
Fall Protection / Elevated Work Training Exam	*	*	*	*
Confined Space Rescue*	*	*	*	*
Confined Space Entrant / Attendant	*	*	*	*
Hot Work Training Exam	*	*	*	*
DOT Regulations for Hazardous Materials Employees***	*	*	*	*
Air Monitoring	*	*	*	*
Substance Abuse Supervisory Training	*	*	*	*
HAZWOPER Manager / Supervisor Training	*	*	*	*
Lockout / Tagout Authorized Training Exam	*	*	*	*
Confined Space Entry Supervisor	*	*	*	*
Hot Work Authorized Training Exam	*	*	*	*
Excavation & Trenching Competent Person	*	*	*	*

* Annual requirement ** Biannual Requirement *** Triennial Requirement

Clean Harbors Field Services HEALTH & SAFETY TRAINING OVERVIEW (continued)

Incentive-Based Electives	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
CDL w/Hazardous Materials Endorsement Program	*	*	*	*
Heavy Equipment Operator Status	*	*	*	*
Hepatitis B Vaccinations & Responsibilities		*	*	*
Certified Hazardous Material Handler (CHMH) Certification				*
Certified Hazardous Material Manager (CHMM) Certification				*
Additional Training Available at Management's Discretion				
High Pressure Water Blasting	◆	◆	◆	◆
Forklift Certification	◆	◆	◆	◆
3-Year Forklift Certification	◆	◆	◆	◆
Boating Safety	◆	◆	◆	◆
Cyanide Handling	◆	◆	◆	◆
Electrical Safety	◆	◆	◆	◆
Equipment Safety Inspection	◆	◆	◆	◆
Hydrofluoric Acid Handling	◆	◆	◆	◆
Underground Utility Vault	◆	◆	◆	◆
Scaffolding Competent Person	◆	◆	◆	◆
OSHA Regulated Substances Handling				◆
Pathological Waste Handling				◆
High-Hazard / Reactive Materials Handling				◆

CITY OF BEAUMONT
RFP # Transit 2020-04 - HOMELESS ENCAMPMENT CLEANUP SERVICES

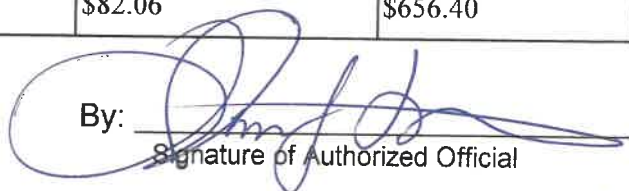
F. Cost Proposal

Pricing Fee Schedule

BID ITEM NO.	BID ITEM DESCRIPTION	UOM/QTY	PRICE
1.	Site Cleanup Mobilization	Per Site	\$298.00
2.	Site Cleanup Labor and Equipment	Each Hour	\$298.00
3.	Biohazard Technician	Each Hour	\$90.00
4.	Biohazard Material Disposal	40 Gallon Container	\$496.00
5.	Non-Biohazard Material Disposal	Per Ton	\$90.00
6.	Asbestos Abatement	Time and Material	N/A

NO.	EQUIPMENT DESCRIPTION	PRICE PER HOUR	PRICE PER DAY
1.	D4G Dozer	\$105.84	\$846.00
2.	200 Excavator	\$117.30	\$900.00
3.	430E Backhoe	\$86.24	\$690.00
4.	450C Loader	\$146.24	\$1,170.00
5.	2500 Gallon Water Truck	\$84.76	\$678.00
6.	6 Ton Dump Truck	\$82.06	\$656.40

Dated: 7/29/2020

By: 
 Signature of Authorized Official

Donna Locher Area Dev. Manager
 Print Name and Title

Pricing Conditions

1. All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of **twenty percent (20%)**. (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
2. Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is **\$170** per person/ per day. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
3. At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
5. Services will be **performed Monday through Friday. Between 8am and 4pm**, excluding Holidays. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day.
6. Unless otherwise quoted, the following labor hours are considered Overtime and will be invoiced at 1.5 times the applicable straight time rate for all billable personnel:

All hours worked in excess of eight (8) on a normal workday (Monday - Friday), up to twelve (12) hours.
7. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
8. Unless specifically notated in the equipment description, all equipment rates are un-operated.
9. A \$20.00 fee per manifest fee will be charged for every manifest to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018.

10. Except where specifically quoted otherwise in the Rate Schedule, the following conditions will govern the way Clean Harbors invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.
- a. Disposal Pricing Conversions – Pricing for container sizes other than 55-gallon will be extrapolated as follows:

Container Size	Container Multiplier*
5 gallon or less	55-gallon price x 0.30 (or minimum charge listed below whichever is greater)
6 gallon – 20 gallon	55-gallon price x 0.60 (or minimum charge listed below whichever is greater)
21 gallon – 30 gallon	55-gallon price x 0.75 (or minimum charge listed below whichever is greater)
31 gallon – 55 gallon	55-gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55-gallon price x 1.45
Pallets or cubic yard flexbins	55-gallon price x 3.50
Tote (<300 gallon)	55-gallon price x 5.00
Tote (300 - 375 gallon)	55-gallon price x 6.30

11. Cylinder Size Definitions

Cylinder Sizes	
Lecture (CYLE) -	Up to 3" dia. and 13" length or 4" dia. and 10" length
Small (CYSM) -	Up to 4" dia. and 24" length
Medium (CYME) -	Up to 12" dia. and 36" length
Large (CYLG) -	Up to 16" dia. and 56" length
Extra Large (CYXL) -	Up to 20" dia. and 64" length
½ Ton (CYHT)* -	Up to 30" dia. and 52" length or 20" dia. and 82" length
Ton (CYTN)* -	Up to 24" dia. and 94" length or 30" dia. and 82" length

12. Quoted pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Clean Harbors will document such changes and approach the City to re-negotiate pricing.

City of Beaumont Pricing Addendum - Clean Harbors

	UOM	PRICE
FIELD PERSONNEL*		
Field Technician (Prevailing Wage)	HR	\$86.70
Equipment Operator (Prevailing Wage)	HR	\$110.28
Foreman	HR	\$60.00
Project Manager	HR	\$90.00
HEAVY DUTY TRUCKS		
Box Truck	HR	\$55.00
Rolloff Straight job	HR	\$82.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Pickup/Van/Car/Crew Cab	HR	\$25.00
Stake Body/Utility Truck	HR	\$35.00
Utility / Support Trailer	DAY	\$250.00
EARTH MOVING EQUIPMENT		
Bobcat Loader/Mini Excavator	HR	\$80.00
Fork Attachment for Bobcat Loader	DAY	\$60.00
ELECTRIC POWER TOOLS		
1/2in Drill, Electric	DAY	\$44.00
Circular Saw, Electric	DAY	\$62.00
Reciprocating Saw (Sawzall), Electric	DAY	\$80.00
Wet Vacuum (Shop Vac)	DAY	\$44.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)		
Level C w/CPF1,2 or Poly Tyvek/Changeout	EA	\$60.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$28.00
Respirator, Full Face	DAY	\$20.00
Puncture Resistant Gloves	PAIR	\$20.00
Polycoated Rain Gear, 22mil	EA	\$22.00
Tyvec, White	EA	\$22.00
SITE SUPPORT / MISCELLANEOUS		
Miscellaneous Handtools	DAY	\$50.00
2500psi Pressure Washer	DAY	\$100.00
Sodium Hypochlorite, 15% (Bleach)	GALLON	\$20.00
Generator - 4,000 Watt	DAY	\$143.00
Rolloff Container with Tarp & Bows	DAY	\$15.00
Rolloff Poly Liner	EA	\$85.00
Portable Toilets	DAY	\$70.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$375.00
55 G Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$68.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$65.00
15 Gal / 60 Litre Poly Drum (1H2/Y1.8/100)	EA	\$60.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$20.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$90.00

Transportation and Disposal Rates

Waste Description	UOM	Disposal Price	Transportation Price	CH Waste Code
Non RCRA Solids to Hazardous Waste Landfill	55 gallon drum	100	25	CBP
Biohazardous Waste (i.e. Feces, vomit, sharps, etc)	55 gallon drum	432	25	D20R or D20X
	30 gallon drum	324	25	
Labpacked Flammable Liquids	5 gallon drum	85	25	LFB1
E-waste for Reclamation	55 gallon drum	250	25	EEE
Big Green Box (5 gallon box for Battery Recycling)	5 gal box	225	included with dispos	BGB
Aerosols for Incineration	55 gallon drum	324	25	LCCRQ
	5 gallon drum	85	25	
Propane Cylinders for Recycling	Each lecture to small size cylinder	50	25	LCY1
Propane Cylinders for Recycling	Each medium size cylinder	122	25	LCY1
Non Hazardous Trash/debris to Local Non Hazardous Waste Landfill & container rental	ton	Cost+ 20%*	Cost+ 20%*	CNO
Other Disposal	varies	quoted CBC	Quoted CBC	varies
E-manifest fee		\$20.00 each manifest		n/a

* The Non Hazardous Trash/ debris hauling and disposal charges will be billed at cost +20%, unless the City is willing to have the trash services directly billed to the City by the trash provider, to provide a cost savings.



EXHIBIT B

Supplemental Proposal Form

Qualifications

I have read the scope of services and am able to provide all the services required.

I am able to provide all services listed except: _____

Challenges expected with the Scope of Services requirements: none

Experience

Total years in operation: 40

Total years providing services as outlined in Scope of Services: 15

Job title and number of employees expected to perform services for the City of Beaumont: CHES Crew job titles as follow: Lead Tech, Equipment Operator, Field Tech or Biohazard Tech. The Crew consist of 3 members for most of the cleanups, if an encampment is bigger than what a 3-man crew can handle at this point CHES will reach out to City contact to negotiate rates before sending additional crews out to perform cleanup.

Describe Bloodborne Pathogen safety procedure and training plan: _____

We follow our comprehensive Bio-Hazardous Infectious Substances and Bloodborne Pathogens Exposure Control Standard. This is a company confidential document, a copy of the Table of Contents is attached to show the depth of the standard/policy.



What personal protective equipment (PPE) do you provide employees to prevent exposure to blood borne pathogens? (1) Inner surgical latex gloves or nitrile gloves (required if allergies to latex may be present); (2) PVC outer gloves; (3) Full protective coverall with hood and boots that meet ASTM F 1670 and ASTM F 1671 or EN14126 standards for blood and infectious materials. Examples include DuPont Tychem SL and Microchem 2300, with a minimum seam type of bound or taped; (4) PVC rain gear (where appropriate); (5) Taping (wrist and ankles); (6) Sleeve over outer gloves when hands will be below shoulder; (7) Gloves over sleeve when hands will be above shoulders; (8) Full face air purifying respirator; (9) Particulate filter (MSA P100 or GME-P100); (10) Steel-toe/steel shank work boots; (11) Disposable shoe covers (chicken boots); (12) Decontamination solution; (13) Metal foot & shin coverings, to protect from puncture wounds, where appropriate; (14) Other equipment, as appropriate.

What other PPE do you provide? We also provide Level A and B PPE

Equipment

List equipment proposed to use to abate camps and transport waste. Misc. Hand tools (shovels, rakes, picks, electrical saw, sprayers etc...) Bob Cat, Loader, Backhoe, Water truck, Dump truck, Stake bed truck, roll off truck

Are there additional charges for the equipment? Identify applicable charges. Yes, additional charges will apply if any of the equipment is needed to complete project as reflected on spreadsheet.

Subcontractors

Will sub-contractors be used for all or part of the service? Yes No

Provide sub-contractor business information and the equipment/services they will provide: _____

Appendix 1 - Clean Harbors Licenses, Permits and Certificates

Clean Harbors has all the necessary licenses, permits and certificates to provide the requested services to the City. Below is a summary of some of the relevant licenses and permits Clean Harbors possesses, copies of permits are available upon request.

Authority	License / Permit Number	Expiration
US EPA <i>Hazardous Waste Transporter</i>	MAD039322250	N/A
US DOT Pipeline & Hazardous Materials Safety Administration <i>Hazardous Materials Certificate of Registration</i>	062117 553 058ZB	06/30/23
US DOT Federal Motor Carrier Safety Administration <i>Hazardous Material Safety Permit</i>	US-180743-MA-HMSP	03/31/22
California Highway Patrol <i>Hazardous Materials Transport License</i>	132665	01/31/21
California Department of Toxic Substance Control <i>Hazardous Waste Transporter Registration</i>	3500	04/30/21
California Department of Motor Vehicles <i>Non-Expiring Motor Carrier Permit</i>	CA-0188448	N/A
California Contractors State License Board <i>C-12 HAZ A Contractors License</i>	720298	03/31/22
California Department of Industrial Relations <i>Public Works Contractor Registration*</i>	1000013713	06/30/23
California Department of Pesticide Regulation <i>Pest Control Business License*</i>	41228	12/31/2021
California Department of Pesticide Regulation <i>Qualified Applicator License*</i>	145396	12/31/2021

*Copies of these licenses are on the following pages. Copies of our other licenses/permits are available upon request.

California Department of Industrial Relations
Public Works Contractor Registration

<https://cadir.secure.force.com/ContractorSearch/PrintRegDetails>



Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Input Label: clean harbors
 County: _____
 From Date:(mm/dd/yyyy) mm / dd / yyyy
 To Date:(mm/dd/yyyy) mm / dd / yyyy
 City: _____

[Search](#) [Reset](#)

Crafts (Select all that apply)

- Asbestos
- Boilermaker-Blacksmith
- Bricklayer/Brick Tender
- Carpenter
- Carpet, Linoleum, Resilient Tile Layer
- Cement Mason
- Consultant
- Driver (On/Off Hauling)
- Drywall Installer/Lather/Finisher
- Electrical Utility
- Electrician
- Elevator Constructor

Registrations

Search Results: 1 found

[Print PDF](#) [Export](#)

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Detail:

Registration Number: 1000013713
 Status: Active
 CSLB Number: 720298
 Legal Entity Type: Corporation
 Mailing Address: 42 LONGWATER DRIVE / P.O. BOX 9149 NORWELL MA 02061
 County: Los Angeles
 Craft: Laborer;Operating Engineer
 Email: lavetoria.sarah@cleanharbors.com

DBA

Name

Showing Page 1 of 1 [Previous](#) [Next](#)

[Add all to my list](#) [My List \(6\)](#)


[View Details](#) [Remove from My List](#)

Registration History


Effective Date	Expiration Date
7/1/2019	6/30/2020
6/29/2018	6/30/2019
5/26/2017	6/30/2018
6/22/2016	6/30/2017
6/12/2015	6/30/2016
3/3/2015	6/30/2015

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	6/29/2018	6/30/2019	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	5/26/2017	6/30/2018	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	6/22/2016	6/30/2017	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	6/12/2015	6/30/2016	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	3/3/2015	6/30/2015	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	7/1/2019	6/30/2020	Expired
1000013713	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	7/1/2020	6/30/2023	Active

**California Department of Pesticide Regulation --
Pest Control Business License**

	CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION	
	1001 I STREET SACRAMENTO, CALIFORNIA 95814	
ISSUED: January 01, 2019	Pest Control Business - Main	
EXPIRES: December 31, 2020	LICENSE	
	LICENSE NO. 41228	
Invalid if insurance and/or qualified person(s) lapse before expiration date.		
Mailing Address		Business Location
CLEAN HARBORS ENVIRONMENTAL SERVICES 2500 E VICTORIA ST COMPTON, CA 90220		CLEAN HARBORS ENVIRONMENTAL SERVICES 2500 E VICTORIA ST COMPTON, CA 90220
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE		

Qualified Applicator License

	DEPARTMENT OF PESTICIDE REGULATION LICENSING/CERTIFICATION PROGRAM	
	QAL	
	QUALIFIED APPLICATOR LICENSE	
LICENSE #: 145396	EXPIRES: 12/31/2021	
Categories: K	Issued: 1/1/2020	
RAFAEL VILLALOBOS		
2040 EUCALYPTUS AVE LONG BEACH, CA 90806		



This License must be shown to any representative of the Director or Commissioner upon request.

Appendix 2 - Clean Harbors Standard Homeless Encampment Abatement Procedures

Please find a company confidential generic outline of our Homeless Encampment Abatement Procedure on the following pages. The procedures will be adjusted to meet each client's needs.

Note: this is a company confidential document that we request you do not distribute outside of the City without Clean Harbors 'written permission.

Exempt from Disclosure under PRA (California Government Code Sections 6250 et. Seq.)

Homeless Encampment Sanitation and Abatement Procedure Outline

Initial Preparation

Clean Harbors is notified of the project and will perform a site visit if necessary. Usually confined space projects and large sites require a job walk. Smaller sites can often be assessed through emails and photographs. Based on information gathered, Clean Harbors will provide the client an estimate of the costs associated, and resources needed to complete the work. A mutually agreeable date and time to provide the abatement services is established between Clean Harbors and the client.

Client personnel will post signs (typically at least 72 hours in advance of the sanitation and/or abatement), notifying transients that the area is scheduled for cleaning and all personal property must be removed.

For safety reasons, local police/sheriff should be present whenever Clean Harbors and/or client personnel are present at an active encampment site.

Onsite Preparation

On the day of the sanitation and/or abatement services, the client, Clean Harbors and the Local Police or Sherriff Department will meet onsite to review the job scope and work plan. Clean Harbors starts each day with a safety meeting and review of the site hazards, we will assess the site and complete a Job Hazard Analysis (JHA) in accordance with Clean Harbors policies and procedures. A copy of the JHA is kept onsite with the supervisor/ foreman along with a copy of the Safety Data Sheet (SDS) for all, chemicals to be used. All personnel sign the JHA before commencing onsite work each day of the project.

Personnel will be notified of the PPE requirements which usually consists of a modified level D when there is no confined space. The modified level D requires all personnel to wear the following:

- ✓ Work Uniform (long sleeve, long pants)
- ✓ Steel Toe Boots
- ✓ Rubber covers for boots
- ✓ Level D PPE (Tyvek, Gloves, Safety Glasses)
- ✓ Safety Vests
- ✓ Hard Hats

Local police, Client and the Clean Harbors representative will walk through the site to ensure all transients have vacated the job site. Client will take “before” photos of the site.

Client personnel will identify, tag, log and photograph any abandoned personal property present at the job site. Clean Harbors staff will bag and transport the abandoned personal property, which has been identified and logged by the Client, to the Client’s designated storage location. When Clean Harbors personnel discover potential abandoned personal property while performing the sanitation and/or abatement services our staff will immediately notify the Clean Harbors Foreman, who will then relay the information to Client.

Encampment Sanitation and/or Abatement

Clean Harbors will establish a hot zone staging area for the solid and hazardous waste. A break area is established that is separate from the work area. Personnel will decon each time they leave the hot zone. This includes removing Tyvek, washing hands and using sodium hypochlorite / water solution to disinfect boots.

As the solid waste is bagged, Clean Harbors personnel will disinfect each bag with a sodium hypochlorite / water solution. Only properly trained and certified personnel will apply the solution as required by the California Department of Pesticide Regulation. Once disinfected, the bags are placed in the roll-off dumpster. Hazardous waste (e.g. needles, biohazards, aerosols, propane cylinders, etc.) is sorted and properly packaged for transportation and disposal.

Clean Harbors will prepare profiles for each hazardous waste stream generated during the abatement. Once approved, the driver will prepare a manifest which will be signed by Client. The waste will be transported to the Clean Harbors designated disposal facility and copy of the completed manifest is mailed back to Client for record keeping.

Solid waste / refuse generated during the abatement will be transported to a local landfill utilizing a bill of lading.

When the encampment area is concrete, the area will be disinfecting the area with the sodium hypochlorite / water solution. Our work plan will include measures to control, contain, capture and dispose of any remaining wash water generated during the sanitizing process, ensuring no waste will be allowed to enter the storm drain system.

Upon completion of the sanitation and/or abatement, “after” photos of the site will be taken.

Final Documentation and Invoicing

At the end of each day, the Clean Harbors Foreman or Lead Technician will document all equipment, personnel and supplies on a daily work sheet which is signed by Client onsite personnel. One copy is provided to Client at the site and the other is electronically uploaded into the Clean Harbors portal.

Upon completion of the project, an invoice will be sent to Client. The invoice packet will include the following:

- ✓ Detailed itemized invoice
- ✓ Completed and signed daily worksheet
- ✓ Manifests/ Bills of Lading for all waste generated and disposed of, when applicable
- ✓ Weight tickets from landfill, when applicable
- ✓ Site before and after photos

Appendix 3 - Clean Harbors Redlined Service Agreements

Clean Harbors has thoroughly reviewed the RFP and the Sample Contract and would like to know if the modifications in the attached redlined Services Agreements would be negotiable with the City.

Insert legal redlined agreement if applicable



EXHIBIT C

Agreement for Maintenance Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the ____ day of _____, 2020 by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and _____, doing business as _____ whose address is _____ (“CONTRACTOR”).

RECITALS

A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposal is attached hereto as Exhibit “A” and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed



4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set



forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5.02 Commercial general liability insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

Deleted: no less than

5.03 Business Auto Coverage in an amount of \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

Deleted: no less than

5.04 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.



6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

6.05 Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors - Completed Operations". Such coverage shall not exceed and shall be subject to the limitation of liability set forth in Section 7. Notwithstanding anything to the contrary herein, should Contractor maintain any insurance in amounts greater than that required herein or that indicated in any certificate of insurance furnished by Contractor, or any insurance in addition to that required herein or indicated in any certificate of insurance furnished by Contractor, such insurance shall be for the exclusive protection and benefit of Contractor and City shall not be named an additional insured on such insurance and shall have no rights to the proceeds thereof as an additional insured.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs or any other costs to the extent caused by negligence and willful misconduct of Contractor during the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

Deleted: arising out of or in any way related to the

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual reasonable attorneys' fees incurred by CITY to the extent caused by negligence and willful misconduct of Contractor during the, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by



CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable to the fault, negligence and willful misconduct of CITY.

c. ~~Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CITY AGREES THAT CONTRACTOR'S AGGREGATE LIABILITY TO CITY, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CONTRACTOR HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.~~

Deleted: solely

Deleted: , provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction....

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City



Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder.

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By:

By: _____

Rey Santos, Mayor

Signature

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 16th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Woods Maintenance Services, Inc., a California corporation, whose address is 7250 Coldwater Canyon Avenue, North Hollywood, California 91605 (“CONTRACTOR”).

RECITALS

- A. CITY published a Request for Proposals (“RFP”) for homeless encampment cleanup on July 2, 2020;
- B. CONTRACTOR submitted a proposal (“Proposal”) in response to the RFP a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and
- C. CITY desires to engage CONTRACTOR on a non-exclusive basis to provide the services provided for in the Proposal on an as needed basis; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement; Work Order. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement immediately upon written notice to Contractor. In the event that the City does so terminate this Agreement it shall pay Contractor for all services provide prior to termination.

1.01 Non-Exclusivity. Contractor understands and agrees that this is a non-exclusive contract. The City intends to retain other contractors to perform the services as well and will assign separate projects to Contractor and others in its sole and absolute discretion. City has made no promise of a certain quantity of work or overall compensation under this Agreement.

1.02 Work Orders. Contractor shall not undertake performance of any Services without first receiving delivery of a written work order (“Work Order”) executed by City’s Community Services Director containing the scope of work and the authorized compensation for the scope of work. Contractor shall not undertake any Services in the absence of an executed Work Order, as provided in the preceding sentence. Any Services rendered in the absence of an executed Work Order or that exceed the compensation specifically stated in the Work Order shall not be eligible for compensation. In the event that the compensation contained in the Work Order will be insufficient whether due to the City increasing the scope of work or due to reasons that were not reasonably foreseeable by Contractor after inspecting the site at the time of quoting the job, Contractor shall secure a new or amended Work Order from the Community Services Director

prior to undertaking any such additional or unforeseeable Services.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal.

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by similar contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all training, licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services including, but not limited to, required building permits, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of

all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the

findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

Date: _____

CONTRACTOR:

Woods Maintenance Services, Inc., a
California corporation

By:

Print Name: _____

Title: _____

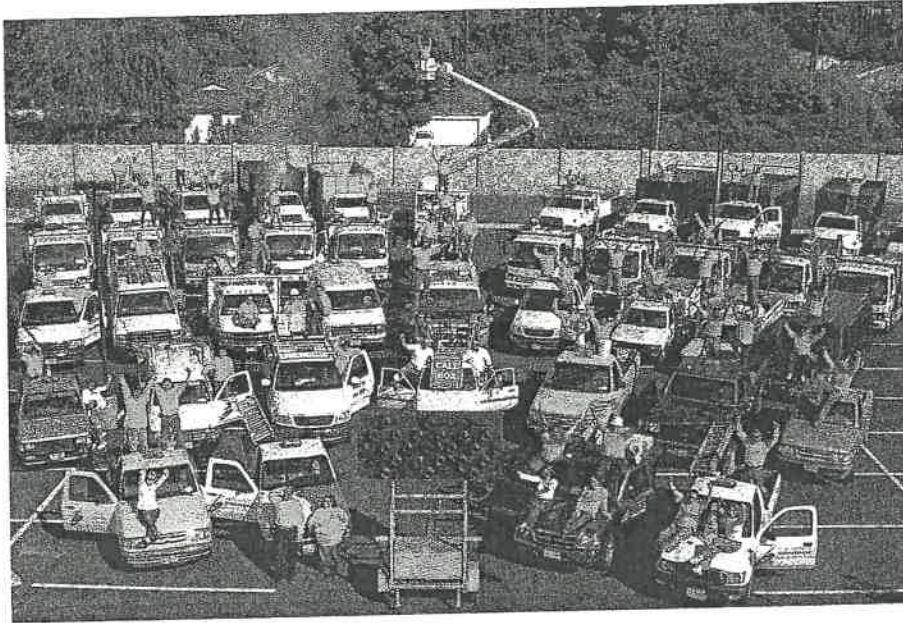
Date: _____

EXHIBIT "A"

PROPOSAL
(insert behind this page)



WOODS
MAINTENANCE
SERVICES, INC.



City of Beaumont
Request for Proposal
Homeless Encampment Cleanup Services

Due: July 29, 2020
By 10:00am

COPY

Submitted by:
Woods Maintenance Services, Inc.
7250 Coldwater Canyon Ave
North Hollywood, California 91605
(818) 764-2515
<http://www.wmsla.com>

City of Beaumont—RFP: Homeless Encampment Cleanup Services

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- A. Cover Letter
- B. Introduction/Information
- C. Firm Profile
- D. References
- E. Scope of Services
- F. Cost Proposal
- G. Additional Work
- H. Insurance

A. Cover Letter

Woods Maintenance Services, Inc. hereby affirms that it has read all documents related to the RFP and that it fully understands its duties per the scope of work (details provided in Section E of this proposal), and that it certifies compliance with the nondiscrimination requirements of both the State and Federal Government.

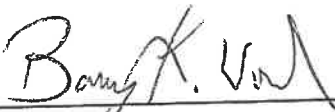
Furthermore, this letter is signed by its President, Barry K. Woods, who is authorized to negotiate and contractually bind Woods Maintenance Services, Inc. to the City of Beaumont in regard to any contract that is derived from this RFP.

In Barry Woods' absence, he authorizes any of the following people to negotiate on his behalf:

- Jeff Woods—General Manager
- Josh Woods—Director of Operations
- Jared Woods—Director of Special Projects

The contact information for all authorized persons is the same:

Woods Maintenance Services, Inc.
7250 Coldwater Canyon Ave
North Hollywood, CA 91605
818-764-2515 (o)
request@graffiticontrol.com (e)

x  _____

Barry K. Woods
President
July 28, 2020

B. Introduction/Information

This proposal for Homeless Encampment Cleanup Services is submitted by Woods Maintenance Services, Inc.

Business Address:

7250 Coldwater Canyon Ave
North Hollywood, CA 91605
818-764-2515 (o)
request@graffiticontrol.com (e)

Woods Maintenance Services, Inc. has a comprehensive understanding of the requirements for encampment cleanup set forth in the Request for Proposal documents issued by the City of Beaumont. Having performed this exact type of work on behalf of the Los Angeles County Metropolitan Transportation Authority (MTA), the Los Angeles County Department of Public Works Road Maintenance Division, and the Los Angeles County Department of Public Works Flood Control Division for many years, as well as similar work for the City of Los Angeles Office of Community Beautification, Woods is uniquely qualified to provide superior Homeless Encampment Cleanup Services for the City of Beaumont.

C. Firm Profile

Woods Maintenance Services, Inc. started out under its original corporate name of D & B Maintenance, Inc. as a janitorial maintenance contractor in 1975. In 1997, the firm incorporated in California as Woods Maintenance Services, Inc., and that entity continues today.

In October 2020, we will celebrate our 45-year anniversary as an ongoing business concern. At present, we have approximately 100 full time employees. We are headquartered at 7250 Coldwater Canyon Ave in North Hollywood, CA, in our newly purchased, one-plus acre facility.

When the company was created, we knew immediately that in order to have a successful business, we would need to not only work harder than everyone, we would need to work better. To that end WMS has always thought about how we can provide the most value to the client, while also anticipating our clients' future needs and requirements.

In 1975, our emphasis was on the daily and nightly maintenance of apartment buildings, condominiums, industrial parks, and office buildings, with a minor workload of graffiti removal and landscaping services. As we became more and more experienced and skilled, the future needs of our clients came sooner than we thought. However, because we always have adhered to the edict that our most important assets are our staff and our clients, we were quickly able to adapt to what our clients' work needs required and what services our staff was capable of providing. This way of thinking and operating continues to this day, and is the primary reason we have continued to be successful as we approach our 45th Anniversary.

In 1976, as the company became more established and began to earn its stellar reputation, we became licensed to perform high-pressure washing and steam cleaning work for hard surfaces, as well as masonry cleaning. It was during this period, while we were members of the Chamber of Commerce, when we helped to develop the Westwood Village Sidewalk Maintenance District, a program funded through property owners' taxes, to clean and maintain specific business districts. Ironically, the work we performed on this contract, during the nascent days of our firm, have become the backbone of our current workload: graffiti removal, weed, vegetation, trash, and debris removal, pressure washing and steam cleaning, and routine landscape maintenance.

As graffiti increased throughout Los Angeles and the country in the early 1980's, a new division—Graffiti Control Systems (GCS)—was formed to specifically address this out of control problem. Through trial and error, and a great deal of research and beta testing, GCS became the first graffiti contractor in the nation to utilize portable spectrophotometers in the field to computer color match paint, thereby setting a new standard for quality and timeliness. GCS was also the first graffiti abatement contractor to test and use "green" graffiti removal chemicals in the field, chemicals which are still part and parcel to our "non-painting" removal repertoire. Not wanting the future to pass us by, we have created our own web and smartphone application for graffiti removal, tracking, and trash, weed, and debris reporting services—Write On, Right Off™—which is available for free for all contract cities, agencies, and the public at large. It can

be custom adapted to each client's needs and requirements, whether it be for graffiti removal, landscape maintenance, or even encampment cleanup.

Woods Maintenance Services, Inc. was one of the first private contractors to provide weed, trash, vegetation, and debris removal from active and inactive railroad right of ways, as well as on freeways and the Los Angeles County flood control channels. In fact, we were the first contractor to employ the use of street sweepers in the channels to assist crews with trash removal. We have performed these services for major Southern California transit authorities including LACMTA, Metrolink, OCTA, SCRRA, and for other public agencies including CalTrans and the Los Angeles County Department of Public Works.

WMS has provided landscape and irrigation maintenance services beginning in the early 1990's. Returning to our roots, we contacted and worked for some of the same agencies and companies that started our robust early growth. Originally done as ancillary services on other contracts, and on an as needed basis, we worked closely with these groups on many projects around Southern California. Beginning in 2007, WMS moved fully into providing these services, as a prime contractor utilizing subcontractors, for private land and property developers, property management companies, and then eventually for public agencies, including Metro since 2012.

Beginning in approximately 2009, as homelessness and its attendant encampments began to present a more pressing issue for public agencies, Woods began to provide cleanup services as an add-on service to many of its contracts. Woods became trained in OSHA safety precautions, specific to blood-borne illness, confined space work, and had many of its crews HAZWOPER certified.

In the Spring of 2020, as the COVID-19 pandemic began its aggressive march across the world, Woods Maintenance Services took major proactive measures to protect its staff and all those with whom our crews came into contact. We built specialty hand washing stations at our warehouse, instituted daily disinfecting of all vehicles and equipment. Additionally, we have held in-house safety meetings with infectious disease specialists to promote safe work environments. All staff are required to wear face coverings in and out of the office and we regularly conduct temperature checks.

Woods is very proud of its safety record and we go above and beyond CDC recommended guidance to provide our crews with any and all PPE, equipment, and materiel they need to remain safe and secure while they continue to provide yeoman's work during this difficult period.

D. References

1. Los Angeles County Metropolitan Transportation Authority (MTA)

- Trash and Vegetation Removal, Landscape and Irrigation & Graffiti Removal Services
- Over the past 20 years we have provided all of the above services to MTA. Services include cleaning up multiple homeless encampments annually
- Carlos Martinez, MTA, Senior Manager—Facilities Maintenance
- 213-922-6761; martinezcarl@metro.net
- 470 Bauchet Street, Los Angeles, CA 90012

2. Los Angeles County Department of Public Works—Road Maintenance Division

- Trash removal, pressure washing, steam cleaning, graffiti removal services
- Since 1997 Woods has provided the above services to the County. In addition to these specific services, Woods has cleaned homeless encampments when called upon, on an as-needed basis
- Laura Rockett, Principal Civil Engineer—Road Maintenance Division
- 562-869-1176; lrockett@dpw.lacounty.gov
- 11282 Garfield Ave, Downey, CA 90242

3. Los Angeles County Department of Public Works—Flood Control Channels

- Trash and Debris removal services
- For over 15 years Woods has provided trash free removal services for the County's flood control areas, including the clean-up of homeless encampments
- Robert Gresham, Facilities Engineering Department
- 562-861-0316; rgresham@dpw.lacounty.gov
- 5525 Imperial Hwy, South Gate, CA 90280

4. City of Los Angeles Office of Community Beautification

- Graffiti Removal Services, Pressure Washing, Specialty Cleanup Services
- For over 30 years, Woods has provided all manner of cleaning services for the City of Los Angeles, including clean-up of homeless encampments
- Gerry Valido, Assistant Director
- 213-820-4859; gerry.valido@lacity.org
- 200 N. Spring Street, Room 356, Los Angeles, CA 90012

E. Scope of Services

The 360° & 3

Site Evaluation & Encampment Abatement System

Scope of Services

When arriving on-site for an encampment abatement, our Site Supervisor and Trained Biohazard Technicians perform a 360° site assessment, prior to the Three-Pass cleanup. By identifying the various areas/sections and overall layout characteristic of an encampment, we evaluate the inherent risks of a given site prior to deploying teams to abate and maintain the site safely.

Prior to any abatement the site is digitally photographed, through multiple angles of the entire encampment, of each individual/joint site, and the various sections characteristic of an active encampment. These photographs are used not only for before & after photographs, but are used when People Experiencing Homelessness (PEH) later seek to recover their property from the City's possession. By printing these photos on site, using a mobile printer, our Crews can group and reference where personal items originated when we tag and bag personal belongings. PEH can then easily identify their property at the determined location within the City with the aid of these photographs used for our cataloging system.

With our extensive knowledge and experience cleaning encampments for Metro and the LA County Flood Control Channels, our encampment abatement experts quickly assess where we will likely encounter the greatest concentrations of biohazardous waste, human excrement, drug paraphernalia, and hazardous materials/chemicals used for heating and cooking.

Once the site is surveyed using our 360° approach, where paths of travel and settlement areas are examined from all directions, an abatement work plan is constructed by the Site Supervisor, Biohazard Technicians, Landscape Maintenance Laborers, and Demolition Laborer crews. Using the "Three-Pass System," our crews outline how to approach the abatement to ensure safety and expediency for all crews, working on different areas of the abatement.

See below for the details of each Pass, including the Prevailing Wage determinations for each crew, which items are abated and secured for proper removal, and the associated costs for disposal:

Three-Pass System of Homeless Encampment Abatement

1st Pass

Biohazardous Waste (Crew 1: Laborer Group 5)

Load: Contained in 40-gallon drums w/ biohazard labels, delivered to Efficient Environmental Services Inc., the following items:

1. SHARPS in red-plastic, puncture-proof, secure container
2. soiled/contaminated items - biohazard/red bags
3. clothing, sheets, towels - biohazard/red bags
4. feces--less than 10 lbs: set aside and dumped with Pass 3 waste/debris at local dump
more than 10 lbs: requires immediate burial, prior approval from dump required

Household Hazardous Waste (Crew 2: Laborer Group 5)

Load: separated, secured, placed in spill-proof containers, hauled to Office for CESQG program

1. Paints and Solvents
2. Household Batteries (taped terminals w/clear tape)
3. fluorescent lightbulbs
4. cleaning products
5. used motor oil & filters
6. anti-freeze & other vehicle fluids
7. car batteries
8. pool/garden chemicals
9. aerosol cans

Weapons, Controlled Substances, Medications (Crews 1, 2, and Site Supervisor)

1. Weapons - Site Supervisor notifies Local Police Department immediately
2. Controlled Substances - bagged and secured for delivery to Local Police Department
3. Prescribed Medications - bagged in Hi-Viz storage and set aside for inclusion with Personal Items during Pass 2

2nd Pass

Personal Items (Crew 2: Supervisor & Laborer Group 1)

Process:

1. Photographs from the site assessment are printed on a mobile color printer
2. Sites are given a unique ID, based on the photograph and individual site location
3. Personal items (specified below) are bagged and tagged, color-coded and labelled with the date, location/site ID, and unique individual ID, for deposit at City-specified location

- a. ID/Social Security cards
- b. Medications
- c. Birth Certificates
- d. Tents
- e. Pots & Pans
- f. Radios & Electronics
- g. Photos/Photo Albums
- h. Tax/medical records
- i. Intact Bicycles
- j. Jewelry
- k. Purses/backpacks/briefcases
- l. Eyeglasses
- m. Books
- n. Tools
- o. Stoves & Generators

eWaste

(Crew 1: Laborer Group 1)

Load: **GOOD REPAIR** - bagged and tagged as personal items, for transfer to City-specified location

Load: **DAMAGED/STRIPPED** items - separated, secured, prepared for local recycling OR haul to office

- a. Computers
- b. Monitors
- c. Printers
- d. network equipment
- e. cables
- f. telephones
- g. televisions
- h. microwaves
- i. videogames
- j. cell phones
- k. radios
- l. stereos
- m. VCRs

3rd Pass

Encampment, Debris & Vegetation Removal

(Site Supervisor, Crews 1 & 2: Laborers, Crew 3: Landscape Maintenance Laborers)

Process:

1. While the two first Passes of abatement require more detail, caution, and care while dismantling an encampment, the Third Pass is quick and efficient, our crews having performed this scope of work for many years in the LA County Flood Control Channels and along LACMTA property.
2. Once all items from the first two passes are removed, secured, and prepared for hauling to their respective facilities, the final abatement phase is the safe and swift removal of any remaining debris, temporary structures, and overgrown vegetation causing a public nuisance.
3. While Landscape Maintenance laborers utilize various power tools to trim back hedges, overgrown areas obscuring views, and weeds, our crews of Laborers work to dismantle structures and prepare the waste for hauling in our dump trucks to Lamb's Canyon dump. This is primarily done with hand tools, though, if necessary, we can employ the use of a skid loader. This would only be done if there was substantial heavy debris.

All staff that will be working on site will be properly trained and prepared for the work at hand. Depending on the work being performed, Woods has multiple employees who are certified in OSHA Bloodborne Pathogen Training as well as OSHA HAZWOPER Training.

F. Cost Proposal**Mobilization**

Mobilization Fee per Site	\$300.00
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Labor Costs

Landscape Maintenance Laborer (Landscape)	\$53/hour/worker
Laborer Group 1 (General Cleanup; Traffic Control)	\$145/hour/worker
Laborer Group 5 (Toxic Waste Removal)	\$170/hour/worker
Site Supervisor	\$152/hour

Equipment Fees

Dump Truck	\$8/hour
Skid Loader	\$600/day (one fee per day if multiple sites in one day)

Disposal Fees

Bio-Hazard Waste	\$80 per each 40 gallon drum
Non-Hazardous Waste (Lamb's Canyon Landfill)	Pass Through Cost

G. Additional Work

Should additional work be necessary that is not within the scope of work, but it related to the cleanup, Woods Maintenance Services, Inc. shall submit a written proposal to the City of Beaumont, and only upon approval will commence with that specific work.

H. Insurance

Woods Maintenance Services, Inc. currently maintains insurance coverage that meets or exceeds the City of Beaumont's requirements. If awarded the contract, Woods shall provide Certificates of Insurance with the City of Beaumont listed as the Certificate Holder.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 16th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Environmental Logistics, Inc., a California corporation, whose address is 140 West Monte Avenue, Bloomington, California 92316 (“CONTRACTOR”).

RECITALS

A. CITY published a Request for Proposals (“RFP”) for homeless encampment cleanup on July 2, 2020;

B. CONTRACTOR submitted a proposal (“Proposal”) in response to the RFP a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

C. CITY desires to engage CONTRACTOR on a non-exclusive basis to provide the services provided for in the Proposal on an as needed basis; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement; Work Order. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement immediately upon written notice to Contractor. In the event that the City does so terminate this Agreement it shall pay Contractor for all services provide prior to termination.

1.01 Non-Exclusivity. Contractor understands and agrees that this is a non-exclusive contract. The City intends to retain other contractors to perform the services as well and will assign separate projects to Contractor and others in its sole and absolute discretion. City has made no promise of a certain quantity of work or overall compensation under this Agreement.

1.02 Work Orders. Contractor shall not undertake performance of any Services without first receiving delivery of a written work order (“Work Order”) executed by City’s Community Services Director containing the scope of work and the authorized compensation for the scope of work. Contractor shall not undertake any Services in the absence of an executed Work Order, as provided in the preceding sentence. Any Services rendered in the absence of an executed Work Order or that exceed the compensation specifically stated in the Work Order shall not be eligible for compensation. In the event that the compensation contained in the Work Order will be insufficient whether due to the City increasing the scope of work or due to reasons that were not reasonably foreseeable by Contractor after inspecting the site at the time of quoting the job, Contractor shall secure a new or amended Work Order from the Community Services Director

prior to undertaking any such additional or unforeseeable Services.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal.

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by similar contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all training, licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services including, but not limited to, required building permits, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of

all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the

findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

Date: _____

CONTRACTOR:

Environmental Logistics, Inc., a
California corporation

By:

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPOSAL
(insert behind this page)



140 West Monte Avenue
Bloomington, California 92316
Phone: (909) 546-1354 Fax: (909) 546-1546
Enviromentallogistics.org



City of Beaumont
Request for Proposal
Homeless Encampment Cleanup Services
Bid Number: Transit 2020-04

Due Date: July 29, 2020 at 10:00 AM



July 27, 2020

Celina Cabrera
City of Beaumont
550 E 6th Street
Transit Building
Beaumont, CA 92223

Request for Proposal (RFP): (Transit 2020-04) Homeless Encampment Cleanup Services

Dear Ms. Cabrera,

Environmental Logistics, Inc. (ELI) is pleased to present this proposal in response to the City of Beaumont Homeless Encampment Cleanup Services. ELI's proposal offers the following benefits.

- **Relevant Experience:** ELI has a well-rounded team, with decades of experience in the hazardous waste industry. With many key personnel working in different aspects of the industry, we are confident that our team will provide the proper tools and techniques to get the job done in an efficient and cost effective manner.
- **Safety Coordination:** As with any project dealing with hazardous materials, safety is our main concern. ELI's key personnel have the experience and knowledge to assure that the safety of participants and workers alike, is at the forefront of every project.
- **Cost Effectiveness:** ELI constantly communicates with treatment storage and disposal facilities available to control costs and offer the best rates available.

We look forward to partnering with the City of Beaumont on this project. Environmental Logistics, Inc agrees and acknowledges that it will provide for the duration of the work, the full complement of staff required to perform the work. Should you have any questions regarding our proposal, please contact us by phone: (909) 546-1354 or email: jimg@envlogs.com.

Respectfully Submitted,
Environmental Logistics, Inc.

James Goyich
President, P.G.



140 West Monte Ave
Bloomington, California 92316
(909) 546-1354 (p) (909) 546-1546 (f)
www.envlogs.com

Firm Profile

The founding principle ELI is to promote the benefits of reuse and recycling whenever possible and to provide for cost efficient and environmentally responsible alternative for the management of organics, liquids and hazardous wastes. Recycling enables generators to reduce the long term legal responsibility associated with landfill, protects natural resources, lowest overall costs and reduces potential liability. Striving for excellence and approaching discarded waste as potential sources of usable materials is what separates ELI from the competition.

Protecting the environment for our customers requires ELI to maintain the ability to respond quickly. ELI operates a full range of transportation vehicles, including vacuum tankers, roll offs, end dumps, dry vans, vactors and guzzlers. Our state of the art fleet enables ELI to safely transport liquids, solids and semi-solids from anywhere at any time. We offer tank cleaning services, industrial maintenance cleaning, confined spaces services and standby rescue crews, 24 hour emergency response, and remediation of spills.

ELI has provided emergency response, site remediation, contracting and hazardous waste management services to both private and public sectors clients since 2006. Today, the firm is recognized as one of the fastest growing emergency response/ hazardous materials contractors in California. With seven division offices throughout the west, a full time staff totaling more than 80, a standby pool of over 150 personnel. ELI is constantly able to provide timely, responsible, safe and cost affective services to a wide range of clients.

ELI has 14 years of experience successfully completing similar contract requirements for federal, state and local and regional government throughout California. We are currently contracted with the City of Los Angeles, Metropolitan Water District of Southern California, the City and County of San Francisco, the Port of Oakland, City and County of Riverside, and San Bernardino and seven districts of Cal Trans. ELI will be assigning several of our most experienced project and program managers and customer service representatives to handle The City of Beaumont should we be awarded this contract. ELI has never experienced a bankruptcy, nor does the company have any pending litigation against it. To the best of our knowledge, there are no corporate conditions that will impede our ability to successfully complete this contract.

ELI Locations:

Southern California Headquarters: 140 W. Monte Avenue, Bloomington, California 92316

Long Beach: 1512 West Pier C Street, Long Beach, California 90813

San Diego: 1444 Cesar E. Chavez Pkwy, San Diego, CA 92113

Central California: 7405 E. Brundage Lane, Bakersfield, CA 93307

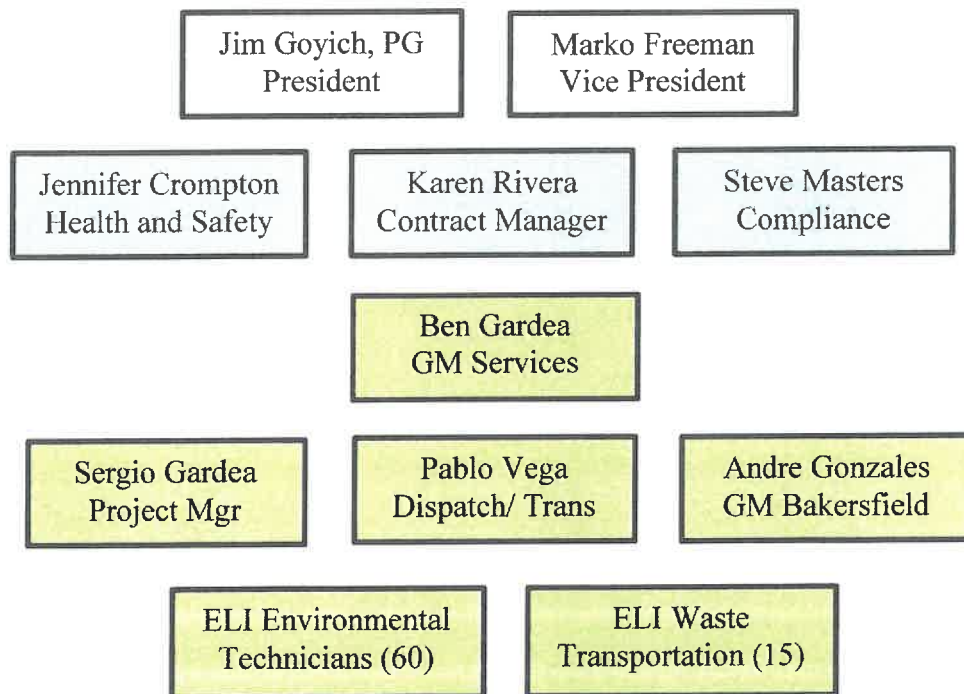
Bay Area: 3200 Depot Road, Hayward, California 94545

Dallas: 2605 Northaven Road, Dallas, TX 75229

Kansas City: 6300 Stadium Drive, Kansas City, Missouri 64129

Team Organization and Structure

The City of Beaumont Homeless Encampment Cleanup Services contract will be managed by Mr. Gardea, the services manager at ELI, who will coordinate staff and transportation needs and act as an emergency response 24-hour point of contact. Mr. Gardea has more than 10 years of environmental response and chemical transport experience. He will be assisted primarily by our Bloomington office general manager, Karen Rivera, Sergio Gardea assistant project manager, Pablo Vega our transportation coordinator and dispatcher. The ELI team as a whole has hundreds of years of industry experience to draw on to make your projects run smoothly, safely and keep the port in compliance. Each member of the team can be assigned to this project at a 100 percent commitment (based on project needs), along with dozens of environmental technicians with experience with this type of work.



Equipment and Vehicles

ELI has completed hundreds of projects to completion, safely and on time due our extensive list of professional personal and our long list of equipment and vehicles always ready to be dispatched to service any project.



140 W. Monte Ave, Bloomington, California 92316

References

Company's Name	San Francisco Department of Public Health
Address	1390 Market St, Suite 210, San Francisco, CA 94102
Contact Information	Humberto Quinonez, (415)-252-3977
Description of Work	Hazardous and non-hazardous waste transportation and disposal, emergency services and homeless encampment cleanup services.
Date Awarded	2016 - Present
Contract Amount	\$448,000
Statement	No Issues were reported during the services provided
Company's Name	County of Orange Public Works
Address	2301 N. Glassell Street, Orange, CA 92865
Contact information	Duc Nguyen (714) 448-1868
Description of Work	Hazardous and non-hazardous waste transportation and disposal, emergency services and homeless encampment cleanup services
Date Awarded	01/2017 – Present
Contract Amount	Open Contract
Statement	No Issues were reported during the services provided
Company's Name	City of San Jose Fire Dept
Address	1661 Senter Road, Bld A, Ste 300, San Jose, CA 95112
Contact Information	Raul Mayorga (408) 710-4331
Description of Work	Hazardous and non-hazardous waste transportation and disposal, emergency services and homeless encampment cleanup services
Date Awarded	Since 2011 - Present
Contract Amount	\$600,000 Y
Statement	No Issues were reported during the services provided

Scope of Services

Environmental Logistics, Inc. (ELI) will furnish all labor and equipment to provide the requested homeless encampment services. These services include removing biohazardous material and other encampment waste material. ELI will provide these services on an on-call basis but would be scheduled with advanced notice. Services will be conducted Monday-Friday, 8 am-5pm excluding holidays. ELI will dispatched qualified, licensed and trained professionals as requested and directed by the city with proper protective equipment to safely and efficiently cleanup, transport and dispose of waste from homeless encampments sites. ELI is aware of the variety of materials and waste such as hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, and other items associated with homeless occupancy. Sites for cleanup include under structures (bridges), vegetated ground cover, and scrap materials and/ or tent-built shelter. All properties will be publicly owned.

Duties and responsibilities are as follows:

- Surveying site, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and state approved handling and removal of all material.
- The disposal of most of the waste collected during encampment site cleanup will be disposed of at the Lamb's Canyon Landfill located at 16411 Lamb Canyon Road, Beaumont, California.
- ELI will provide all supervision and management of crews ensuring that all safety procedures are followed, supervisor will serve as the City's point of contact.
- Materials such bags and tags will be provide to identify and tag personal property found during the site cleanups. Such items are to be stored and transported to a designated site by the City. ELI will also be responsible for posting notice at each cleanup indicating contact information for reclaiming personal property. Such items include but are not limited to:
 - Tents, black packs, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches and clean clothing.
- Encampments should be photographed prior to cleanup and after the services were completed, copies of the photographs will be provide to the city electronically.
- Notification of project completion will be provide along with a cleanup report for each site, including total weight of debris removed as well as weight tickets from the facility.



140 West Monte Ave
Bloomington, California 92316
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www.envlogs.com

- Notification will be provided to the City's point of contact in the event of an adjacent homeless encampment is discovered during the course of a project to obtain authorization prior to proceeding with additional site cleanups.
- Biohazardous waste such as; urine, feces, solid personal hygiene items, syringes and other materials should be picked up, transported and disposed following the best practices.
- Immediate contact to the Beaumont Police Department through 911 is require if weapons are found during services.
- Trimming of shrubs and vegetation will be required per the City's request.

ELI will maintain all licenses and certification up to date and in accordance with the city, state and federal regulations for the duration of the contract.



Generator Information			
NAME	City of Beaumont	Date:	7/28/2020
SITE ADDRESS	550 E. 6th St, Transit Buidling Beaumont, CA 92223	Project Start Date:	TBD
BILLING ADDRESS		Estimate By:	Goyich
PHONE	951-769-8520	Estimate Total:	\$0.00
CELL/FAX:		Customer Terms:	Net 30
E-MAIL	ccabrera@beaumontca.gov		
CONTACT	Celina Cabrera		
P.O.#			
CHANGE ORDER #			
EPA ID #			
Contract Cost		Homeless Encampment Cleanup Services Transit 2020-04	
Print Name and Title:			
Date:			

Project Summary	
Labor Subtotal	\$0.00
Instrumentation Subtotal	\$0.00
Equipment Subtotal	\$0.00
Sampling Equipment Subtotal	\$0.00
Safety Equipment Subtotal	\$0.00
Supplies and Materials Subtotal	\$0.00
Environmental and Energy Surcharge (15% of invoice total)	\$0.00
Estimate Grand Total	\$0.00

Labor				
Qty.	Units	Item	Rate	Cost
	Hours	Emergency Response Coordinator	\$110.00	\$0.00
	Hours	Project Manager	\$90.00	\$0.00
	Hours	Equipment Operator	\$60.00	\$0.00
	Hours	Lead Technician	\$70.00	\$0.00
	Hours	Field Technician	\$60.00	\$0.00
	Hours	Field Administration Clerk	\$35.00	\$0.00
	Hours	Health & Safety Officer	\$90.00	\$0.00
	Hours	Certified Industrial Hygienist	\$190.00	\$0.00
	Hours	Chemist	\$115.00	\$0.00
	Hours	Geologist	\$115.00	\$0.00
	Hours	Lodging Per Person	\$155.00	\$0.00
	Hours	Per Diem Per Person	\$40.00	\$0.00
	Hours	Prevailing Wage Additional Charge	\$35.00	\$0.00
Labor Subtotal				\$0.00

Four Hour Minimum applies to all personnel and vehicles.
 Normal rates apply between 8:00 AM and 4:30 PM Monday through Friday unless circumstances require adjusted hours and work schedules.
 1.5 Times the normal labor rate applies between 4:30 PM and 8:00 AM Monday through Friday and all day Saturday or after 8 hours at normal rates.
 2.0 Times the normal labor rate applies on Sunday, Holidays, and Holiday weekends and after 4 Hours of overtime.
 Per Diem Rates for normal subsistence only. Any unusual rates such as airfare, peak hotel rates will be billed at an additional cost plus 10%

Instrumentation				
Qty.	Units	Item	Rate	Cost
	Hours	Combustible Gas Indicator – LEL	\$175.00	\$0.00
	Hours	Organic Vapor Analyzer,PID,HNU.	\$275.00	\$0.00
	Daily	Mercury Vapor Analyzer Per Day	\$1,500.00	\$0.00
	Daily	Drager Pump	\$65.00	\$0.00
	Each	Drager Tubes	\$40.00	\$0.00
	Daily	Radiation Detector	\$150.00	\$0.00
	Daily	Haz Cat Kit	\$450.00	\$0.00
Instrument Subtotal				\$0.00

Equipment				
Qty.	Units	Item	Rate	Cost
	Hours	40-Foot Tractor and Trailer	\$105.00	\$0.00
	Hours	40-Foot Flatbed Trailer and Tractor	\$105.00	\$0.00
	Hours	24-Foot Bobtail Truck with Lift Gate	\$105.00	\$0.00
	Hours	Vacuum Truck (50 Barrel)	\$105.00	\$0.00
	Hours	Vacuum Truck (70 Barrel)	\$80.00	\$0.00
	Hours	Vacuum Truck (120-130 Barrel - Black Iron)	\$85.00	\$0.00
	Hours	Vacuum Truck (120-130 Barrel - Stainless Steel)	\$100.00	\$0.00
	Hours	Pressure Washer/Steam Cleaner	\$56.00	\$0.00
	Hours	Service Truck	\$45.00	\$0.00
	Hours	ER Manager Gear Truck	\$85.00	\$0.00
	Hours	Emergency Response Unit	\$250.00	\$0.00
	Hours	Front Loader	\$185.00	\$0.00
	Hours	Skid Steer	\$160.00	\$0.00
	Hours	Vector Support Vehicle	\$56.00	\$0.00
	Hours	Super Sucker / Guzzler	\$250.00	\$0.00
	Hours	Excavator with grapple or thumb attachment	\$210.00	\$0.00
	Hours	Water Truck	\$110.00	\$0.00
	Hours	Roll off/End Dump Truck 80,000 lbs. GVW	\$85.00	\$0.00
	Daily	Compressor	\$250.00	\$0.00
	Daily	5k Watt Generator	\$175.00	\$0.00
	Daily	Portable Light Standards	\$175.00	\$0.00
	Daily	Diaphragm Pump	\$175.00	\$0.00
	Daily	Rivet Buster	\$200.00	\$0.00
	Daily	Flood Light	\$45.00	\$0.00
	Daily	Gas Powered Cutoff Saw	\$35.00	\$0.00
	Daily	Sawzall (Day)	\$35.00	\$0.00
	Daily	Drum Rotator / Grabber	\$205.00	\$0.00
	Daily	Tripod Extraction Device	\$250.00	\$0.00
	Daily	Air Injection Unit W/ Hoses	\$250.00	\$0.00
	Daily	Drum Sling	\$15.00	\$0.00
	Daily	Pallet Jack	\$25.00	\$0.00
	Daily	Confined Space Rescue Equipment	\$200.00	\$0.00
	Daily	Mercury Hepa Vacuum	\$750.00	\$0.00
	Daily	Skill Saw	\$25.00	\$0.00
	Daily	Lock Out Tag Out	\$50.00	\$0.00
	Daily	30" Flat Surface Concrete Cleaner	\$250.00	\$0.00
	Daily	Portable Spill Containment**	\$1,200.00	\$0.00
	Daily	Roll Off Box	\$14.00	\$0.00
	Daily	Banding Machine	\$45.00	\$0.00
	Daily	Chemical Transfer Trailer (Day)	\$1,500.00	\$0.00
	Daily	Drum Vacuum	\$150.00	\$0.00
	Daily	Breathing Air Trailer (Day)	\$5,000.00	\$0.00
Equipment Subtotal				\$0.00
Sampling Equipment				
Qty.	Units	Item	Rate	Cost
	Day	Processing, Packaging, Shipping	\$140.00	\$0.00
	Each	Profile Fees	\$85.00	\$0.00
	Each	Emergency Profile Fees	\$185.00	\$0.00
	Each	Initial Waste Streams	\$85.00	\$0.00
	Each	PH Test Strips, pH 0-14 (Box)	\$23.50	\$0.00
	Each	Chain Of Custody	\$4.00	\$0.00
	Project	Speed Wrench	\$20.00	\$0.00
	Project	Bung Wrench	\$20.00	\$0.00
	Project	Drum Dolly	\$25.00	\$0.00
	Each	Sample Jars	\$8.50	\$0.00
Sampling Equipment Subtotal				\$0.00

Safety Equipment				
Qty.	Units	Item	Rate	Cost
	Each	Level {A} Personal Protective**	\$1,000.00	\$0.00
	Each	Level {B} Personal Protective	\$175.00	\$0.00
	Each	Level {C} Personal Protective	\$50.00	\$0.00
	Each	Level {D} Personal Protective	\$35.00	\$0.00
	Each	Breathing Air (224 Cubic Ft Cylinder)	\$75.00	\$0.00
	Each	SCBA/Standby	\$45.00	\$0.00
	Each	Tyvek	\$25.00	\$0.00
	Each	Poly Coated Tyvek (Yellow) or Saranex	\$45.00	\$0.00
	Day	Acid suit (replacement cost \$1,500)	\$175.00	\$0.00
	Each	Disposable Dust Mask	\$6.50	\$0.00
	Pair	Ear Plugs	\$4.00	\$0.00
	Pair	Safety Glasses	\$10.00	\$0.00
	Pack	Latex Gloves	\$35.00	\$0.00
	Pair	OVAg Resp. Cartridges	\$25.00	\$0.00
	Pair	Blk Pvc Gloves (Each)	\$9.50	\$0.00
	Pair	Leather Gloves (Each)	\$9.50	\$0.00
	Each	Portable Eyewash Station	\$105.00	\$0.00
	Each	Drinking Water (5 Gallon)	\$20.00	\$0.00
	Each	Drinking Water Bottle (16 Oz)	\$2.00	\$0.00
	100'	Life Line (100')	\$25.00	\$0.00
	Day	Safety Harness	\$45.00	\$0.00
	Each	Decontamination Pool	\$45.00	\$0.00
	Each	Confined Space Entry Permit	\$200.00	\$0.00
Safety Equipment Subtotal				\$0.00

Materials and Supplies				
Qty.	Units	Item	Rate	Cost
	Bag	Vermiculite	\$30.00	\$0.00
	Bag	Clay Absorbent	\$15.00	\$0.00
	Bag	Caustic Soda	\$50.00	\$0.00
	Bag	Boric Acid	\$75.00	\$0.00
	Bag	Suck It Up Absorbent	\$23.00	\$0.00
	Bundle	Absorbent Pads	\$150.00	\$0.00
	Each	Absorbent Booms (8 Inch X 10 Ft)	\$150.00	\$0.00
	Each	55-Gallon D.O.T. Steel Drums (Open)	\$55.00	\$0.00
	Each	55-Gallon D.O.T. Steel Drums (Closed)	\$55.00	\$0.00
	Each	55-Gallon D.O.T. Poly Drums (Open Top)	\$80.00	\$0.00
	Each	55-Gallon D.O.T. Poly Drums (Closed)	\$80.00	\$0.00
	Each	55-Gallon PCB Drum, 17-C	\$175.00	\$0.00
	Each	30-Gallon D.O.T. Metal Pail	\$65.00	\$0.00
	Each	30-Gallon D.O.T. Plastic Pail	\$65.00	\$0.00
	Each	14-Gallon D.O.T. Metal Pail	\$45.00	\$0.00
	Each	14-Gallon D.O.T. Plastic Pail	\$45.00	\$0.00
	Each	5-Gallon Metal Pail	\$23.50	\$0.00
	Each	5-Gallon Plastic Pail	\$23.50	\$0.00
	Each	Cardboard Drum (Light Tube) 4' Or 8'	\$65.00	\$0.00
	Each	Recovery Drum, 85-Gallon Steel	\$180.00	\$0.00
	Each	Recovery Drum, 85-Gallon Poly Screw	\$225.00	\$0.00
	Each	Tri-Wall Hazardous Waste Containers	\$150.00	\$0.00
	Each	Pallets (Wood)	\$35.00	\$0.00
	Each	Biohazard Container, (1qt)	\$52.00	\$0.00
	Each	Drum Liners (55-Gallon)	\$6.50	\$0.00
	Each	Drum Liners (35-Gallon)	\$6.50	\$0.00
	Each	Drum Ring And Bolt, For 55-Gallon	\$25.00	\$0.00
	Each	Bags, 6-Mil Asbestos	\$5.50	\$0.00
	Each	Hazardous Waste Labels	\$3.00	\$0.00
	Each	Hazardous \ Caution Tape	\$47.00	\$0.00
	Each	Shrink Wrap (Roll)	\$45.00	\$0.00
	Each	Plastic Sheet (Visqueen) 100ft Roll	\$100.00	\$0.00
	Each	Hazardous & Non-Hazardous Manifest	\$4.00	\$0.00

Materials and Supplies (Continued)				
Qty.	Units	Item	Rate	Cost
	Each	Drum Funnel	\$78.00	\$0.00
	Each	Disposable Hand Pump	\$20.00	\$0.00
	Each	Barricades / Traffic Cones (Each/Day)	\$12.00	\$0.00
	Panel	Temporary Fence (6' x 12' Panel/Month)	\$200.00	\$0.00
	Each	Disposable Coliwasa	\$40.00	\$0.00
	Each	Bill Of Lading	\$4.00	\$0.00
	1 Gal	Industrial Degreaser 1gal Bol Sg	\$45.00	\$0.00
	1 Gal	Industrial Degreaser 1 Gal - Gc	\$125.00	\$0.00
	Day	Digital Camera	\$35.00	\$0.00
	Each	Cell Phone	\$50.00	\$0.00
	Each	End Dump Liner	\$55.00	\$0.00
	Each	Digital Report	\$250.00	\$0.00
	Each	Roll Off Box Liner	\$25.00	\$0.00
	Each	Gold Crew (Per Gallon)	\$35.00	\$0.00
	Each	Air Injection Unit W/Hoses (Day)	\$150.00	\$0.00
	Each	Hudson Sprayer	\$35.00	\$0.00
	Each	20' Extension Ladder (Day)	\$35.00	\$0.00
	Each	Squeegee 24"	\$38.00	\$0.00
	Each	Steel Shovel	\$38.00	\$0.00
	Each	Pick	\$38.00	\$0.00
	Each	Push Broom 24"	\$38.00	\$0.00
	Each	Plastic Vactor Hose (Per Foot)	\$2.25	\$0.00
	Each	Plywood (4x8) Heat Treated	\$30.00	\$0.00
	Each	Dunnage Wood (2x6x8)	\$12.00	\$0.00
	Each	Trailer Door Seal	\$2.00	\$0.00
	Each	Dunnage Air Bags	\$0.00	\$0.00
Biohazard Material Disposal				
	40 Gallon	Red bag	\$350.00	
	LB	Pathological (50 LB minimum)	\$5.00	
Municipal Trash Disposal				
	Ton/ Yard	Disposal (5 Ton/Yards Minimum, whichever is greater)	\$100.00	
Mobilization and Dimobilizastion				
	Each	Site	\$5,000.00	
Supplies and Materials Subtotal				\$0.00
<p>Equipment and materials that we are unable to decontaminate at the completion of work, or broken, unsafe, or damaged will be billed at cost or per contract rate, which ever is greater</p> <p>Subcontracted services, materials, and supplies, required for completion of this work and not listed in this rate sheet, will be billed at Cost +30%.</p> <p>Any items not included on this list can be quoted separately. Please call our customer service department at (909) 546-1354 for more information.</p>				
<p><i>Serving All of California</i></p> <p>(909) 546-1354 Rialto ◊ (510) 670-9901 Hayward ◊ (858) 457-1777 San Diego ◊ (661) 843-7901 Bakersfield</p>				



EXHIBIT B

Supplemental Proposal Form

Qualifications

I have read the scope of services and am able to provide all the services required.

I am able to provide all services listed except: _____

Challenges expected with the Scope of Services requirements: _____

Coordinating with law enforcement to maintain a safe workspace, free of the public, scheduling conflicts as a result of uncooperative members of the public, covid-19 related delays.

Experience

Total years in operation: 14 Years

Total years providing services as outlined in Scope of Services: 14 Years

Job title and number of employees expected to perform services for the City of Beaumont: _____

Project Managers and biohazard technicians, the number of employees will be determined by the size of the project.

Describe Bloodborne Pathogen safety procedure and training plan: Bloodborn pathogen program is a combination of education and universal precautions. Elements include, but are not limited to, classroom and practical application, proper selection and use of PPE, established work practices, and cleaning techniques and procedures. Employees use mechanical, or alternate equipment, means to handle contaminated materials, thus limiting potential for exposure.



What personal protective equipment (PPE) do you provide employees to prevent exposure to blood borne pathogens? Level C with N195 or full respirator

What other PPE do you provide? Level, A, B, C and D.

Equipment

List equipment proposed to use to abate camps and transport waste. _____

Equipment needed to abate camps and transport waste may vary on the size of project and scope of work, equipment and vehicle cost are included on cost sheet.

Are there additional charges for the equipment? Identify applicable charges. _____

Yes, see cost sheet.

Subcontractors

Will sub-contractors be used for all or part of the service? Yes No

Provide sub-contractor business information and the equipment/services they will provide: _____

What percent of the work will be done by the sub-contractor? _____

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)