

## **SCOPE OF WORK**

### **Homeless Employment Litter Program (HELP)**

#### **Description**

The City of Stockton requires that Contractor perform particular maintenance functions on the State highways as authorized in Section 130 of the California Streets and Highways Code. Contractor will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, described in Attachment 2, Delegation of Maintenance. Attachment 2 may be subsequently modified upon written consent of both City and Contractor, acting by and through their authorized representatives.

#### **1.1 Contract Period**

Any resultant Contract shall be effective from date of contract execution, and shall remain in full force and effect for a period of three (3) years, with the option of one (1), two (2) year extension if mutually agreeable. The City may terminate the Contract at any time as a result of unsatisfactory performance, or lack of funding.

#### **1.2 Price Adjustment**

Price adjustments shall only be made to the hourly labor rate shown on the proposed fees in the case of a published change in the applicable wage determination made by the State of California. Such price adjustments shall be made to exactly match the increased wage difference and shall only take place during the specified effective period. State wage determination based price adjustment requests must be submitted and approved as a Change Order to the original Contract.

#### **1.3 Contract Representative**

During the performance of the contract, the City will be represented by the Director of Public Works or their designee. The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of the Project Manager and alternate(s) shall be provided in writing to the City.

#### **1.4 Services to be Provided**

##### **Employment**

- Provide outreach and recruitment to homeless or near-homeless individuals to promote participation in the Homeless Employment Litter Program.
- Encourage movement into and out of the program by targeting that seventy percent (70%) of the participants must be new enrollees. New

enrollees are defined as participants that have been in the program for less than one (1) year.

- Provide wages to participants through Contractor's payroll at the current minimum wage rate, as determined by the State of California.
- Maintain documentation of program participant's employment with Contractor and provide when requested by the City.

### **Case Management**

- Contractor will provide case management services to participants in the employment training program.
- Contractor will refer participants to services at mutually agreed upon partner agencies.
- Contractor will assist participants with the application process to secure permanent employment.
- Contractor will provide on-going follow-up and support to employees and participants once participants are placed in permanent employment.
- Provide data on how many individuals transitioned into permanent employment.
- Provide data on how many individuals got into housing.
- Provide data on how many individuals received behavioral health services.

### **Networking**

- Contractor agrees to fully participate in community/taskforce meetings as delegated by the City, including but not limited to all meetings of the San Joaquin County Continuum of Care (CoC).

## **1.5 Maintenance Schedule and Requirements**

- Contractor shall, using its own trained labor force, manually gather, bag, and pile litter and debris from alongside designated highways. The City and its designated partners will provide the necessary safety instructions to Contractor. At a minimum, Contractor's working supervisor must be trained in Caltrans freeway litter safety instruction, and therefore train all crew members. It is the responsibility of the Contractor to document, and retain, all trainings provided to all employees participating in this program.
- Contractor agrees to utilize a crew/or crews approved by the City and appropriately supervised and trained to work on State rights-of-way.
- Contractor agrees to utilize one (1) or more crews of five (5) workers and one (1) working supervisor. The Contractor agrees to a work week not to exceed 40 hours per week, per worker. The operating weeks per year will occur between the months of April and November, or as designated by the City. This allocation of resources is anticipated to

provide a cleanup cycle of each route outlined in Attachment 2 every two months, with more frequent cleanups at select locations when requested by the City and its designated partners.

- Contractor's crew will clean to a level of cleanliness as determined by the City. Contractor will close and secure all bags of litter, and place them in a safe manner in stacks off of the highway for removal by Caltrans.
- Contractor will provide transportation, portable toilets, and all personal protective equipment needed to perform the work in accordance with Caltrans safety instructions.
- City will provide supplies (bags and other supplies) that are provided by Caltrans to the City for the Contractor.
- Contractor will notify City of litter pick-up completion and report quantity of bags filled for disposal. City and or other parties will remove bags of litter from alongside roadways.
- The City will provide the Contractor with a monthly litter removal schedule, in advance, and no less than 24-hours notice, prior to any litter removal activity.
- In addition, other duties of a similar nature may be assigned as needed by the City.
- No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

#### **1.6 Maintenance and Service Locations**

The locations shown on Delegation of Maintenance, Attachment 2, can be amended as necessary by written concurrence of City and Contractor, to reflect any future changes, deletion or additions or to ensure an equitable annual cost allocation.

Contractor agrees to notify City before 8:00 A.M. on days Contractor's crews are unable to work. Contractor will also advise the City's designated Contract Manager one week in advance of permanent changes to schedules.

#### **1.7 Compensation**

The City will reimburse the Contractor on an hourly rate basis for all routine maintenance work performed by the Contractor as delegated under Attachment 2. During any fiscal year, the maximum expenditure of all routes identified shall not exceed the total authorized expenditure per year amount mutually agreed upon by City and Contractor, unless such expenditure is revised by an amended Agreement. The number of lane-miles per route for routine maintenance work, as referred to in Attachment 2, may be

increased, decreased, or redistributed between routes. Additional expenditures for specific projects may be made by the City. Such adjustments will be authorized in writing by the Public Works Director or his authorized representative and accepted by in writing by Contractor. Attachment 2 need not be amended.

Additional expenditures, once authorized shall apply only for the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the agreement.

**1.8 Payment Procedure**

Contractor shall provide the City with a monthly itemized invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, as well as other supporting documentation required by the City. Contractor will submit monthly itemized invoices promptly, no later than fifteen (15) days after the end of the reporting month. Contractor will be paid for services rendered after receipt of the itemized invoice for the work completed and once approved by the City.

**1.9 Reports and Information**

At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the City, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Contract. Unless authorized by the City, the Contractor will not release any information concerning any work product including any reports or other documents prepared pursuant to the Contract until the final product is submitted to the City.

The Contractor will provide to the City cumulative monthly program performance reports covering the Services provided under this Contract. Reports are due no later than fifteen (15) days after the end of the reporting month, and shall be in accordance with the City's reporting instructions.

The Contractor will cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

Contractor agrees to fully participate in the Homeless Management Information System (HMIS) as operated by the San Joaquin County Continuum of Care. All data, records and information collected by the Contractor must be entered into the HMIS.

**1.10 Special Provisions**

The availability of funds for the activities covered by the Scope of Work outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City.