

City of Tehachapi

City Landscaping Request for Proposal

A. BACKGROUND/INTRODUCTION

The City of Tehachapi ("City") has prepared a Request for Proposals (RFP) soliciting proposals from experienced and qualified landscape service contractors to provide landscaping maintenance services at various locations within the City. It is the intent of the City to contract for said landscaping services from a qualified contractor for an initial 2-year period.

B. EXPERIENCE/QUALIFICATIONS

- Interested contractors must provide a minimum staff or pool of qualified maintenance personnel to perform these services. Failure to comply will result in the termination of the contract.
- Interested contractors must have been in business a minimum of three (3) years prior to the date of submitting a proposal, performing this type of service to meet the experience qualifications standards of the City.
- Interested contractors must provide a minimum of three (3) comparable references.
- Interested contractors must provide for appropriate and adequate communication capabilities to receive and respond to daily work task issues.

C. LOCATIONS

- A matrix of landscape maintenance locations with corresponding maps are attached as Exhibits "A" and "B". Please reference the corresponding exhibits for additional information.
- The City has provided estimates of the quantity of turf and planter areas associated with each facility. The quantities are provided for convenience only. The contractor is responsible to verify the quantities associated with each facility.

D. TASKS/SCOPE OF WORK

- Contractors interested in responding to the RFP shall, at minimum, perform the following work:
 - Maintain plants and landscaping areas in a healthy and appropriate manner.
 - Maintain weed control; keep areas free of weed growth by hand weeding or use of appropriate herbicides.
 - Pruning of trees and shrubs in a healthy manner to a minimum height of 5 feet.
 - Maintain and trim turf in a healthy and appropriate manner.
 - Maintain litter and debris.
 - Keep landscaped areas free of collections of papers, trash, weeds, leaves, and other debris.
 - Empty trash cans within the boundaries of parks and green spaces.
 - Keep shrub and tree drip line areas properly channeled and maintained.
 - Maintain, repair, and replace the irrigation system including, but not limited to, sprinkler heads, drip lines, valve controllers, control wiring, lines, etc. if damaged by activities under the control of the contractor.
 - Maintain, repair, and replace landscaping material including, but not limited to, trees, shrubs, turf, hardscapes, etc. if damaged by activities under the control of the contractor.
 - Fertilization of all areas as needed, but in no event less than twice per year.

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- Notify City immediately of any problems, including but not limited to, tree watering, health of trees, health of shrubs, health of turf, and other landscape maintenance issues.
- Contractor shall comply with City's IIPP/Safety Program, Contractor's IIPP/Safety Program or CALOSHA, whichever requirements are most stringent, for all work activities and environments.
- Contractor shall maintain a "C27" contractor's license through the State of California Contractors State License Board for the duration of the contract.
- Contractor shall comply with all requirements of the California Department of Industrial Relations including, but not limited to paying employees appropriate prevailing wage, maintaining contractor's registration, and complying with all certified payroll requirements. Prevailing wage shall be per the current California Department of Industrial Relations, Southern California General Prevailing Wage Determinations Table for the appropriate landscaping trade determination.
- Contractor shall provide sufficient communication to City's representative for contractor's operations, conditions of facilities, and work performed via weekly work record. An example of the weekly work record is attached as Exhibit "C" and shall be submitted at the end of each work week.
- Repair or replacement of irrigation and landscape that was damaged as a result of an action that is outside of the contractor's control shall be performed on a time and materials basis with prior written approval of the City's representative. All repair parts are to be provided by the City.

E. PERFORMANCE

- In performance of the contract, the selected contractor will provide all vehicles, tools, personnel, equipment, and supplies necessary to perform the requested work.
- Contractor will be required to attend a monthly performance review meeting with the City to review their performance and any outstanding maintenance issues.

F. PROPOSAL PRICING

- Proposals must be submitted completely, accurately and include all information requested on the form provided as Attachment A. If any proposal is submitted and judged incomplete or insufficient, the contractor's proposal may be rejected at the sole discretion of the City.
- Proposal amount shall be a monthly flat fee per facility, based on the services required to maintain each facility in a healthy and appropriate manner.

G. PAYMENT PROCESSING

- The service provider shall submit monthly invoices detailing the work performed.
- An incomplete invoice may be returned to the service provider for correction, and payment may be delayed until the invoice is successfully corrected.
- The City will provide payment within 30 days of receipt of monthly invoice.

H. TERMS AND CONDITIONS

- The Contractor will supply a direct contact name, phone number and email of the person responsible for the contract, and the person authorized to quote additional work, and will notify the City if this contact information changes during the contract period.
- The Contractor will obtain and maintain a City Business License for the duration of the contract. The business license will be issued at no cost to the contractor.

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- The Contractor shall enter into a mutually agreeable contract with the City to perform the work. A sample contract template is attached as Exhibit D.

I. EMPLOYEE IDENTIFICATION

- The Contractor's employees will wear a uniform sufficient to identify them as employees of the contractor at all times while performing work for the City.

J. CANCELLATION OF CONTRACT PROVISIONS

- The City of Tehachapi shall have the right to cancel the contract at the City's sole discretion in accordance with the contract. See Exhibit "D" for more details.

K. INSURANCE REQUIREMENTS

- Contractor shall indemnify and hold harmless the City of Tehachapi, its officers, councilpersons, employees, contractors and representatives from any and all claims, demands, suits, judgments, liability, damages, costs and expenses arising out of and during the progress and to the completion of work with the following requirements:
 - 1) Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of the Agreement (i) all Worker's Compensation insurance where and in the amounts required by law, (ii) a bond in an amount acceptable to City and (iii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less the \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors and representatives as additional insured's and affording City at least 10 days' notice prior to cancellation or reduction of coverage.
- Insurance Certificate declaring City of Tehachapi as additional insured, not certificate holder, must be issued and shall become part of contract.
- Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
- Certificate must be submitted within ten (10) days upon notification of award of contract.

L. CONSIDERATION IN PROPOSALS

- The City reserves the right to reject any or all proposals.
- The City has the right to waive informalities or irregularities in a proposal received and to accept the proposal which in the City's judgement is in the City's own best interests.
- The City reserves the right to request clarification of information submitted and to request additional information from any proposer.

M. SUBMITTALS – ONE COPY OF YOUR SUBMITTAL SHOULD BE PROVIDED TO THE CITY AND SHOULD INCLUDE THE FOLLOWING INFORMATION

- Expertise and Qualifications. Contractor must include a description of experience and a minimum of 3 client references.
- Proposal Pricing Structure-the form provided by the City.

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N. TIMELINE

- A mandatory job walk will be held on Tuesday, February 12th at 9 am at 115 South Robinson Street, Tehachapi, CA 93561. Multiple locations will be visited. You must provide your own transportation between locations and expect the job walk to take approximately 3 hours.
- Complete submittals are due by 10:00 am on Thursday, February 28th to dmarsh@tehachapipw.com.

O. CONTACTS

Don Marsh
Public Works Director
115 South Robinson Street
Tehachapi, CA 93561
(661) 822-2200 ext. 509
dmarsh@tehachapipw.com

Jerry Ingraham
Public Works Supervisor
115 South Robinson Street
Tehachapi, CA 93561
(661) 822-2200 ext. 512
jingraham@tehachapipw.com

EXHIBIT A

No.	Facility	Location	Turf Area (ft ²)	Planter Area (ft ²)	Frequency	Scope
GENERAL GOVERNMENT						
1	City Hall	115 South Robinson Street	0	1,280	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
2	Market Place	125 West Tehachapi Boulevard	770	0	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
3	Union Pacific Office	116 East "H" Street	0	4,770	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
4	Downtown Planters	Various locations in downtown	0	1,700	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
5	Tehachapi Boulevard Parking Lot	211 East Tehachapi Boulevard	0	530	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
6	Senior Center	500 East "F" Street	1420	1,245	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
7	Tehachapi Boulevard Planters	South side of Tehachapi Boulevard from Davis Street to Hayes Street	0	1,025	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
8	Robinson Street Parking Lot	Corner of Robinson and "F" Street	0	1,200	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
9	Centennial Plaza	114 South Green Street	0	2,190	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
PUBLIC WORKS						
10	Pioneer Park	111 West "I" Street	12,770	7,950	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
11	Railroad Park	207 East Tehachapi Blvd.	19,550	1,955	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
POLICE DEPARTMENT						
12	Tehachapi Police Department	220 West "C" Street	0	1,540	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
RAILROAD DEPOT						
13	Railroad Depot	101 West Tehachapi Boulevard	4,070	60	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
VISITORS CENTER						
14	Freedom Plaza	200 West Tehachapi Blvd.	0	3,350	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
STREETS AND ROADS						
15	Mill Street Median	Mill Street median from "H" Street to Industrial Parkway	0	8,560	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
16	Capital Hills Parkway Median	Capital Hills Parkway from Voyager Street to Magellan Street	2,230	8,200	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
17	Capital Hills Voyager Street Trees	Trees on Voyager Street	0	0	Monthly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
18	South Curry	From Pinion to Orchard Pkwy- West side of Curry	580	7,070	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
19	Dennison Road Tract 5812	East Side of Dennison Road from Georgia Street to Pinon Street and Medians	37,120	31,970	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
WWTP						
20	WWTP Frontage	750 Enterprise Way	0	35	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)

No.	Facility	Location	Turf Area (ft ²)	Planter Area (ft ²)	Frequency	Scope
Landscape Maintenance Districts						
21	Heritage Oaks Tract 6062	Heritage Oaks. Includes Ponderosa, Pinion and Sutter.	24,130	11,660	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
22	Clear View Estates Tract 6212	Valley Blvd from Green St to Clearview St.	0	17,980	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
23	Autumn Hills & Manzanita Park Tract 6215	Autumn Hills & Manzanita Park. Includes side yards on South side of Sutter between Ponderosa and Green. Also includes Highline east of Curry.	26,145	29,420	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
24	Alta Estates and Warrior Park Tract 6216	Alta Estates and Warrior Park. Includes parkways on Classico and Alder, South side of Curry St from Orchard Pkwy to Highline and North side of Highline from Curry to Apache.	171,410	87,660	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
25	Orchard Glen Tract 5812	Orchard Glen. Includes parks (2) and side yards.	93,235	83,285	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
26	Mill Street Cottages Tract 6360	312 South Mill St.	0	1,375	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
27	Red Barn Parcel Map 11353	Bailey Ct. and Tehachapi Blvd	0	5,360	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
28	Pilot Travel Center Parcel Map 12219	1668 East Tehachapi Blvd	0	4,410	Weekly	Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)
29	Ashe Village	North Dennison Road	24,660	22,764	Weekly	Mow grass. Maintain weed free environment, fertilize seasonally, maintain healthy environment, remove trash and debris, trim plants to maintain healthy growth and appropriate shape (including but not limited to all shrubs, plants, and trees)

EXHIBIT B



Exhibit B—Downtown Planters



Exhibit B—North of Tracks



Exhibit B—6. Senior Center

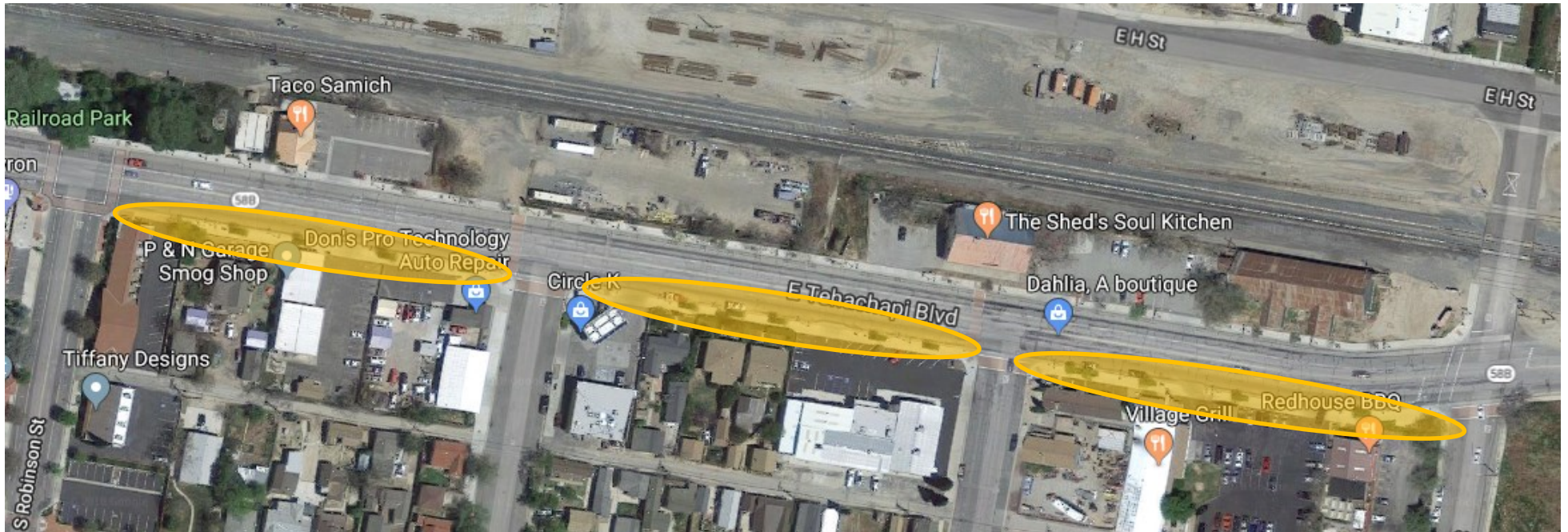


Exhibit B—7. Tehachapi Blvd Planters



Exhibit B—12. Tehachapi Police Department

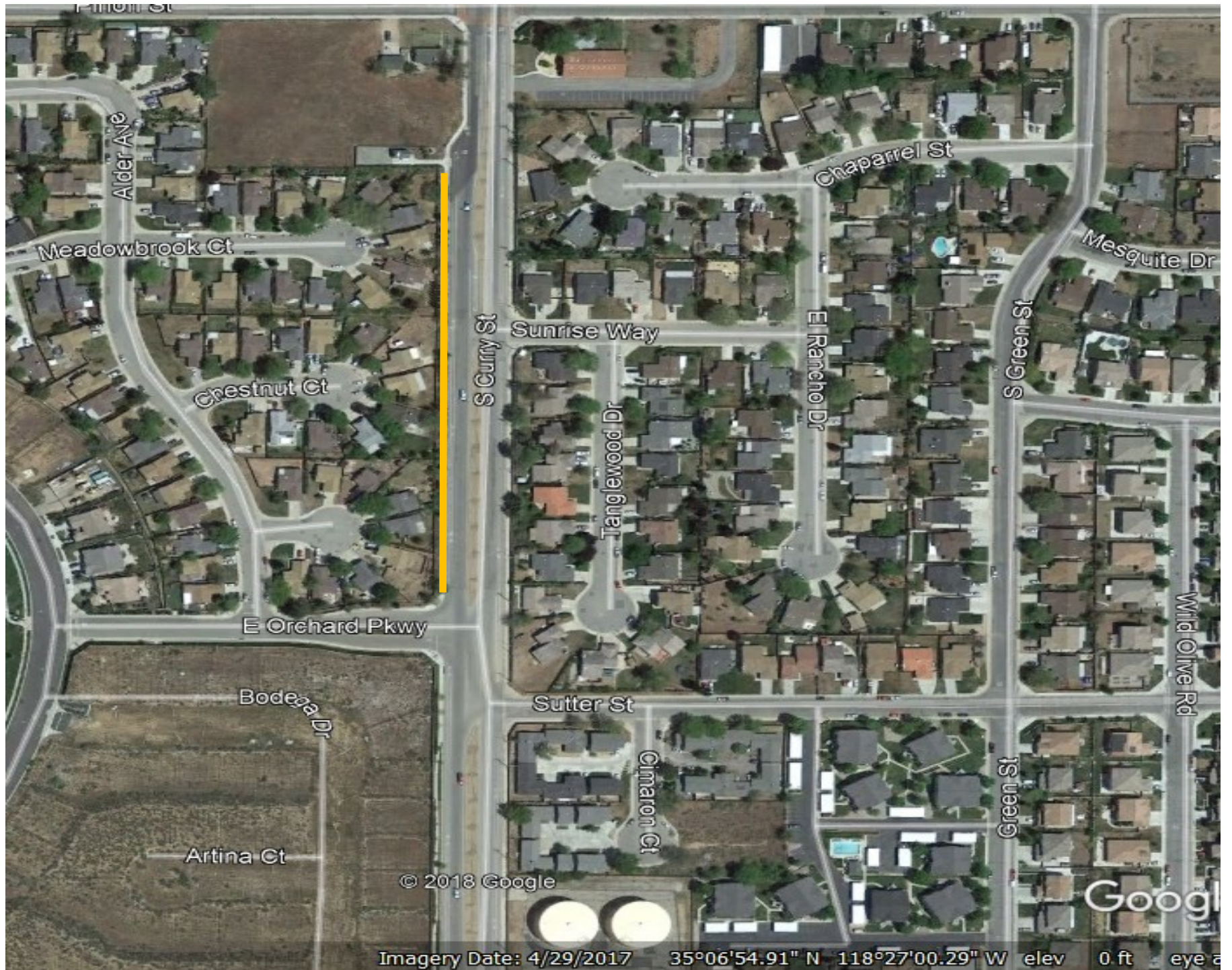


Exhibit B—18. South Curry

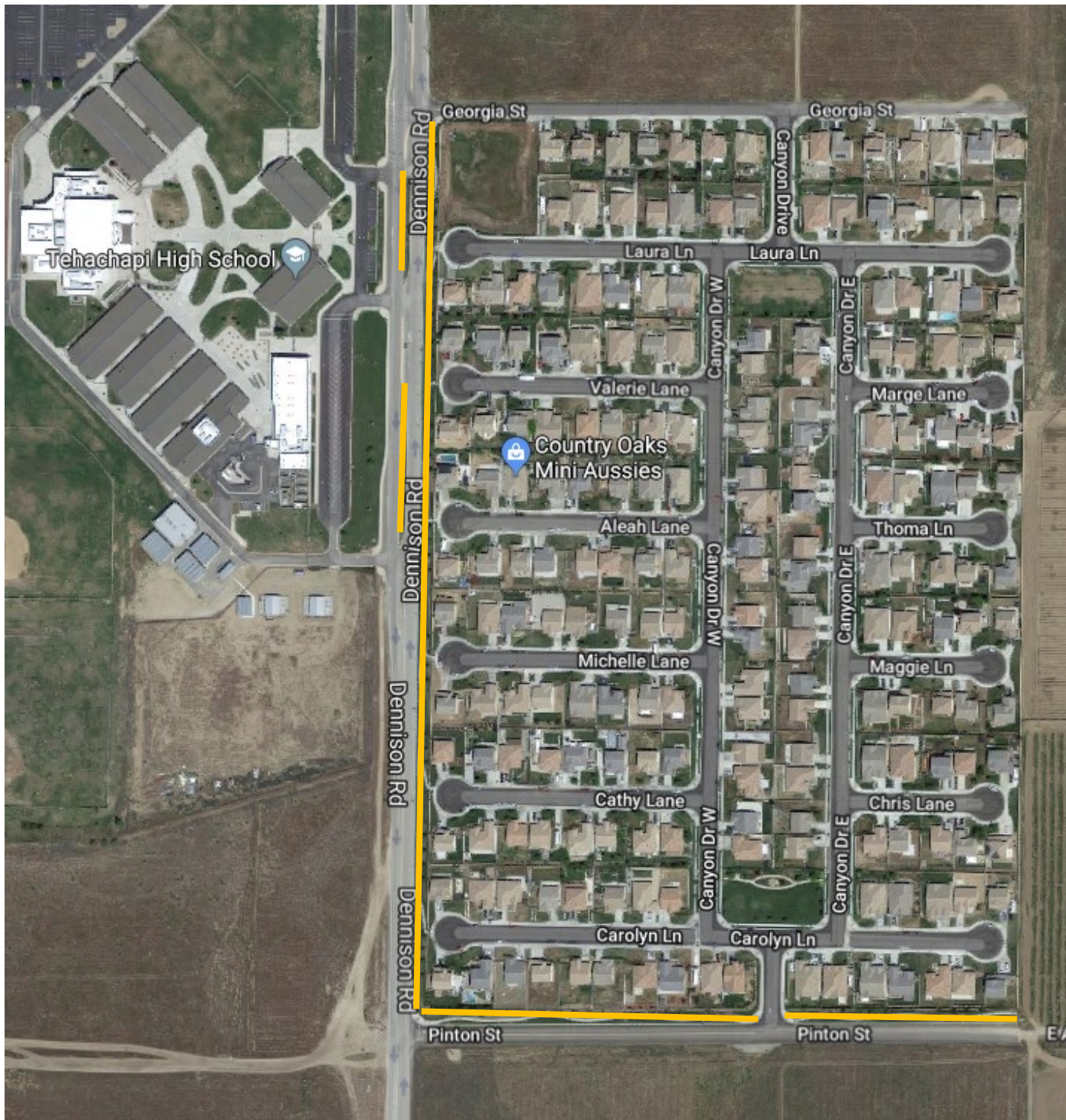


Exhibit B—19. Dennison Rd

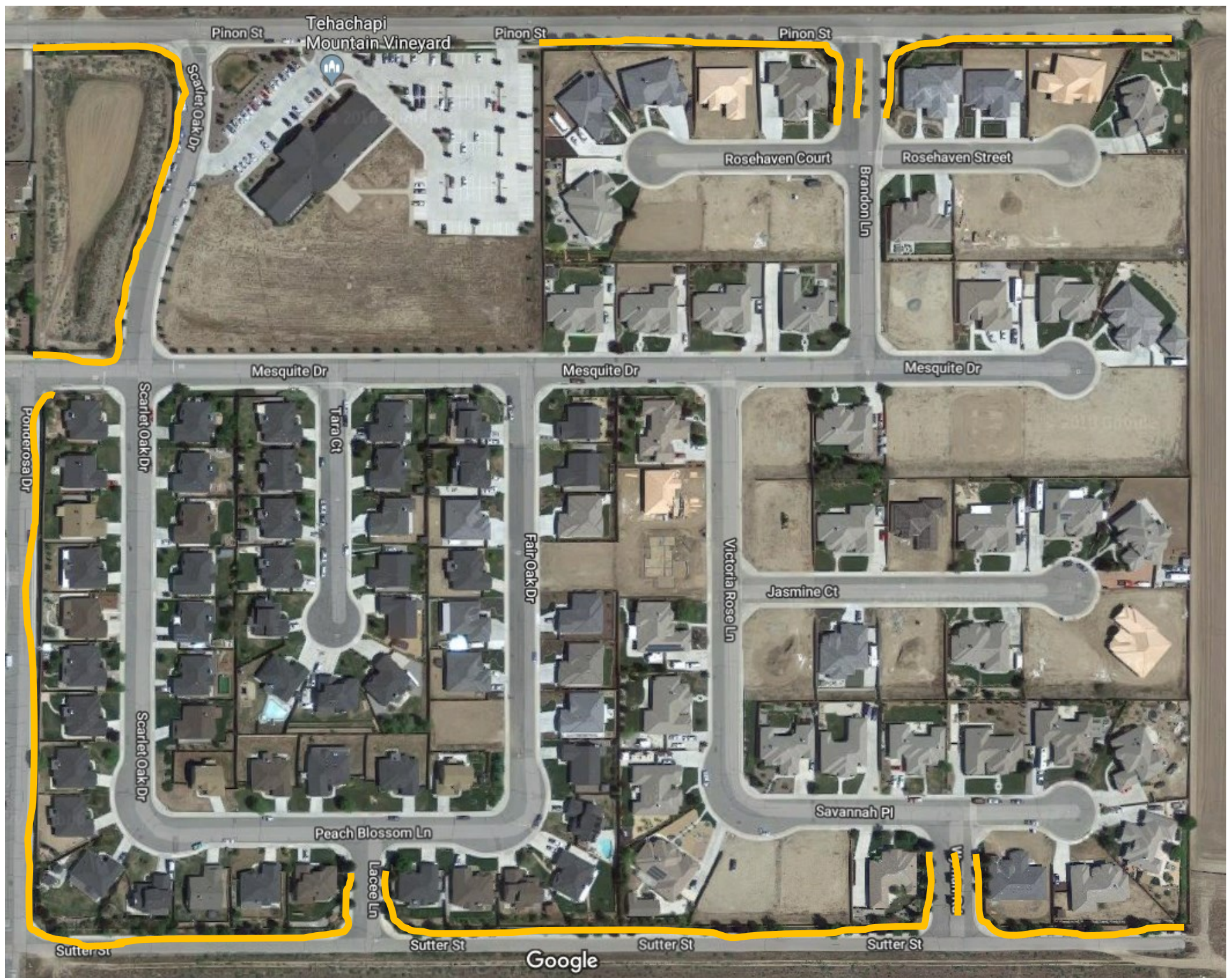


Exhibit B—21. Heritage Oaks



Exhibit B—22. Clear View Estates



Exhibit B—23. Autumn Hills & Manzanita Park

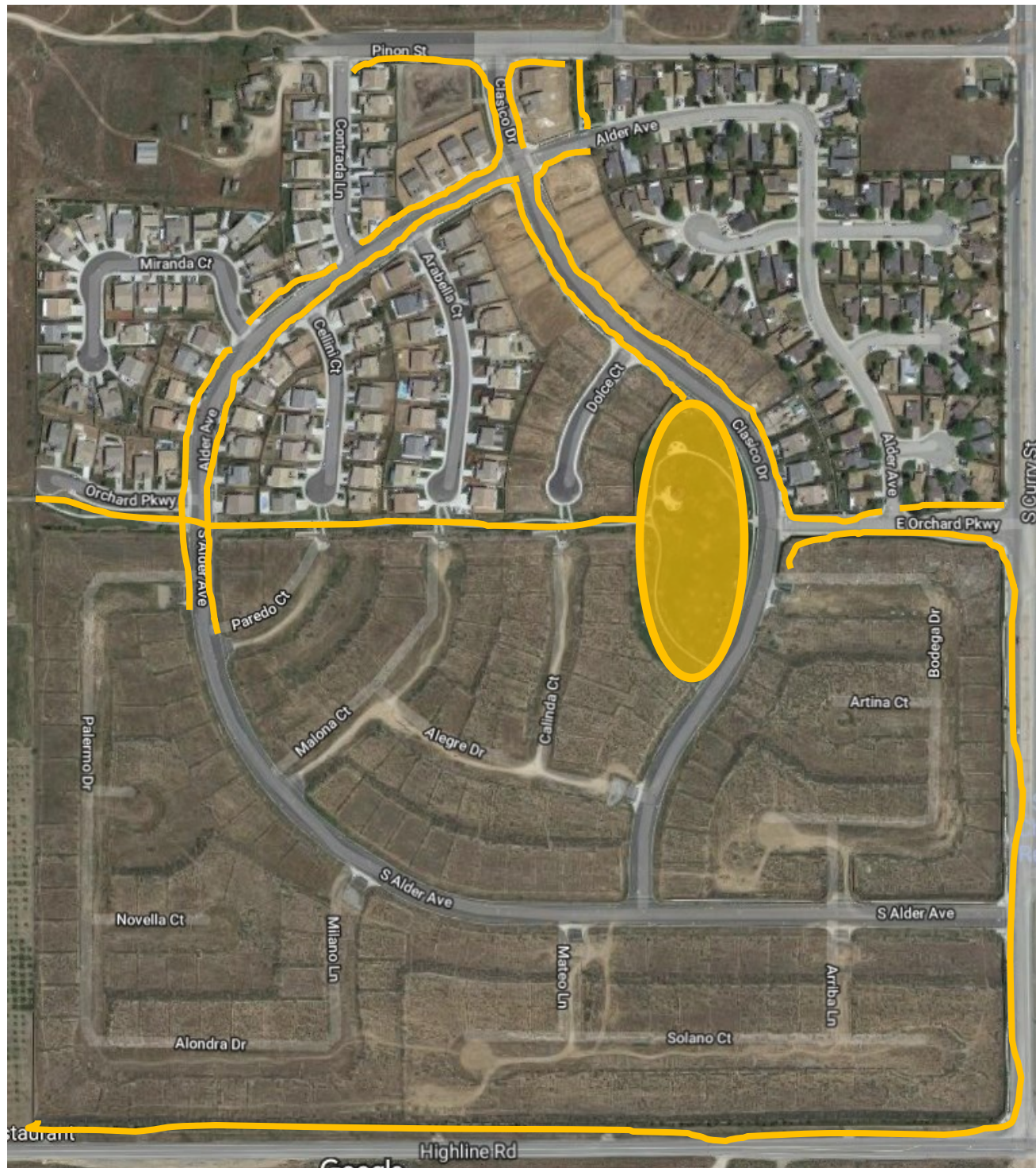


Exhibit B—24. Alta Estates and Warrior Park

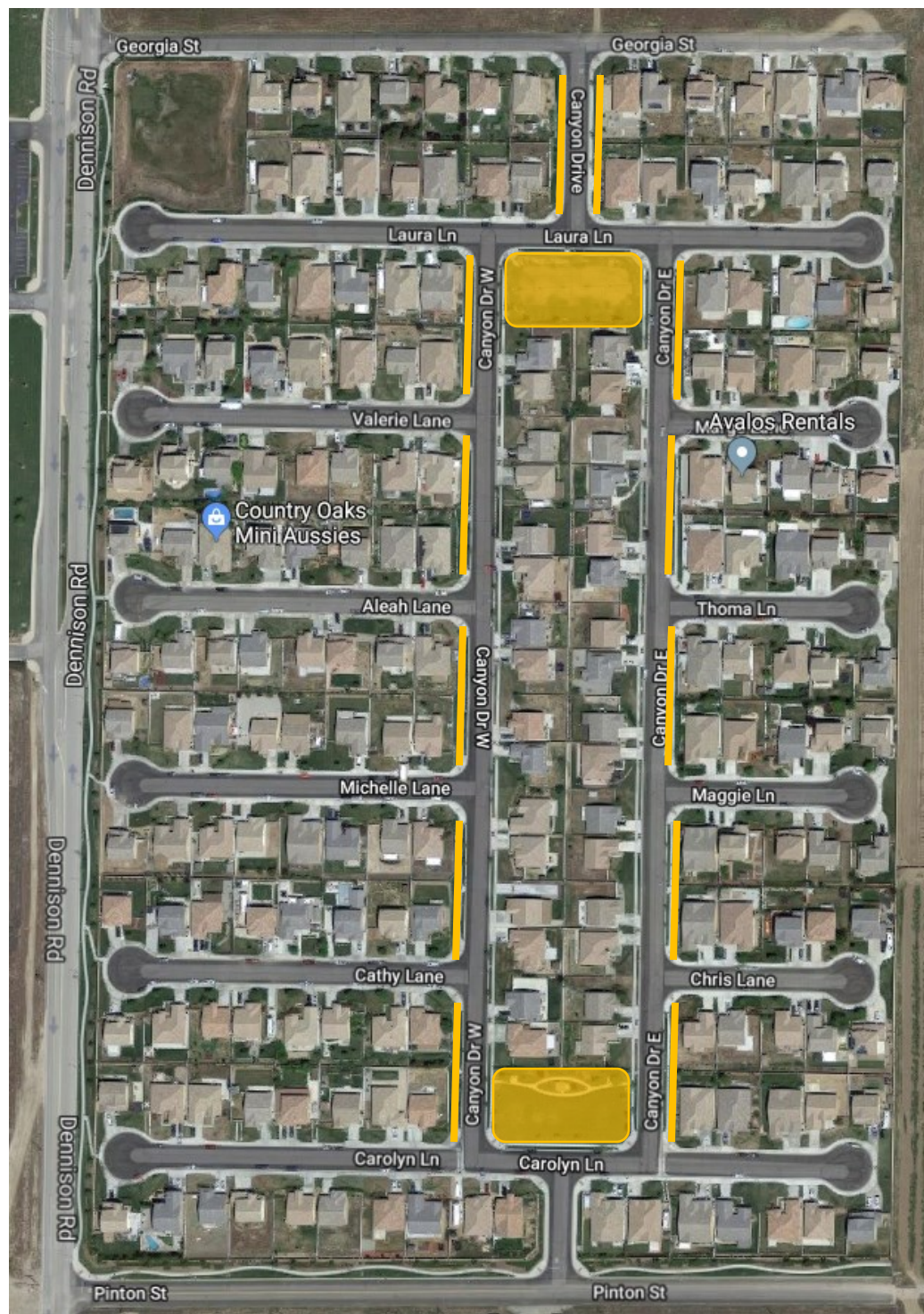


Exhibit B—25. Orchard Glen



Exhibit B—26. Mill Street Cottages



Exhibit B—27. Red Barn

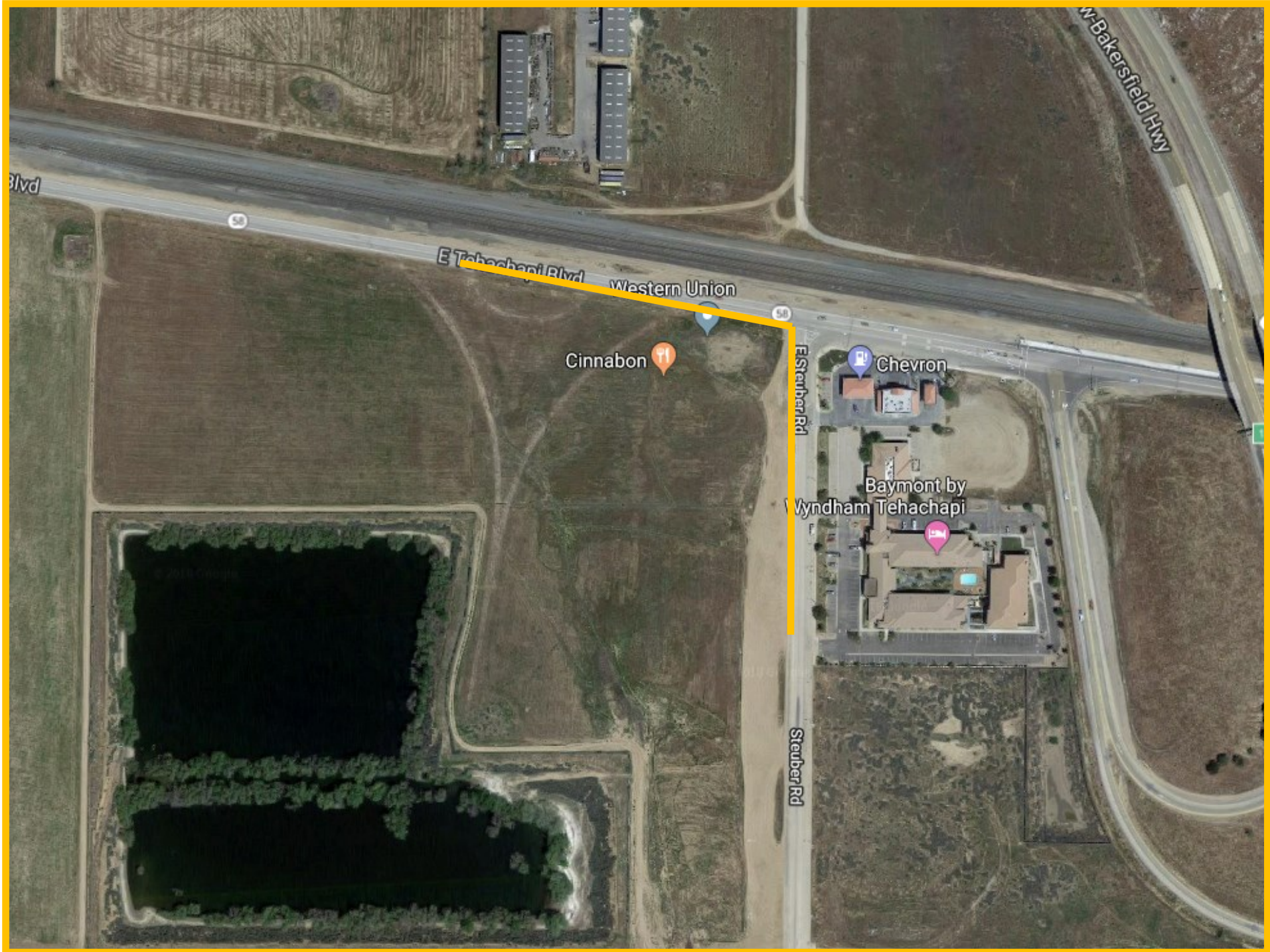


Exhibit B—28. Pilot Travel Center



Exhibit B—29. Ashe Village

EXHIBIT C

City of Tehachapi
Weekly Landscaping Inspection

No.	Facility	Location	Date	Representative Initials	Notes
1	City Hall	115 South Robinson Street			
2	Market Place	125 West Tehachapi Boulevard			
3	Union Pacific Office	116 East "H" Street			
4	Downtown Planters	Various locations in downtown			
5	Tehachapi Boulevard Parking Lot	211 East Tehachapi Boulevard			
6	Senior Center	500 East "F" Street			
7	Tehachapi Boulevard Planters	South side of Tehachapi Boulevard from Davis Street to Hayes Street			
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9	Centennial Plaza	114 South Green Street			
10	Pioneer Park	111 West "I" Street			
11	Railroad Park	207 East Tehachapi Blvd.			
12	Tehachapi Police Department	220 West "C" Street			
13	Railroad Depot	101 West Tehachapi Boulevard			
14	Freedom Plaza	200 West Tehachapi Blvd.			
15	Mill Street Median	Mill Street median from "H" Street to Industrial Parkway			
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No.	Facility	Location	Date	Representative Initials	Notes
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18	South Curry	From Pinion to Orchard Pkwy- West side of Curry			
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26	Mill Street Cottages Tract 6360	312 South Mill St.			
27	Red Barn Parcel Map 11353	Bailey Ct. and Tehachapi Blvd			
28	Pilot Travel Center Parcel Map 12219	1668 East Tehachapi Blvd			
29	Ashe Village	North Dennison Road			

Contractors Signature: _____

Date: _____

EXHIBIT D

AGREEMENT

THIS AGREEMENT made this XXth day of Month Year, by and between the CITY OF TEHACHAPI, hereinafter "City", and Contractor, a State Corporation, hereinafter "Contractor,"

W I T N E S S E T H :

WHEREAS, City wishes to contract with Contractor under the terms and conditions described hereinafter to provide landscaping services to various locations in the City of Tehachapi, California and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Contractor to provide the services described in Exhibit "A" attached hereto and by this reference made a part hereof as to each Location (the "Services").

3. Contractor agrees to perform the Services for a total price of \$\$\$\$\$ per month (the "Fee"). The Fee is based on charges more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

(a) Subject to the following, Contractor shall be paid by City upon receipt of an invoice submitted monthly. Prior to payment of any compensation to Contractor, Contractor shall first provide City with a written invoice setting forth the Services performed and the amounts due and owing. Same shall first be reviewed by the Public Works Director or the Public Works Director's representative and approved for payment. Thereafter, same shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Thereafter, upon approval by the City Council, the invoice shall be paid in the amount approved by the City Council within a reasonable time thereafter.

4. The term of this Agreement shall be for two (2) years commencing on Contract Start Date and continuing until Contract End Date unless sooner terminated as described in Paragraph 8.

5. In the performance of Contractor's duties hereunder, Contractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a bond in an amount acceptable to City and (iii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

8. In addition to any other methods of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon 30 days written notice to Contractor. In the event of any such termination, Contractor shall be entitled to payment for Contractor's performance of its Services to the date of termination subject to City's approval and acceptance of Contractor's performance.

9. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

10. In the performance of its Services, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and

damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

11. Contractor shall not assign any portion of this Agreement to any other person or entity.

12. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

13. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or (a) upon deposit in the United States mail, first class, postage prepaid or (b) upon confirmed facsimile transmission or (c) upon electronic transmission ("Email") to the following addresses: City – Public Works Director, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-8559, Email – dmarsh@tehachapipw.com; and Contractor – **Contractor Contact Info**. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

14. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

15. This Agreement may be amended only by a writing executed by all parties.

16. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

17. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

Mayor, Mayor of the City of
Tehachapi, California

Contractor

City of Tehachapi

Injury Illness Prevention Program (IIPP)

Policy

The City of Tehachapi has established this written Injury and Illness Prevention Program (IIPP) in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. All employees are required to comply with our safety and health policies and practices. This includes employees at every level and in all positions.

Our chosen profession is neither free of inherent hazard nor free of risk. However, we believe that there is always a way to safely perform our work assignments. We are committed to eliminating or controlling hazards we deal with on a daily basis to ensure that our employees return home safely at the end of each day.

This IIPP includes the following elements:

- Responsibility and Authority
- Compliance
- Communication
- Hazard Assessment
- Accident/Incident Investigations
- Hazard Correction
- Training and Instruction
- Record Keeping

Responsibility and Authority

The Public Works Director is the designated IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP. The Public Works Director has the authority to designate an individual manager or supervisor to be the designated IIPP Administrator if necessary.

Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP. Employees are responsible for understanding and following the requirements of the IIPP and for asking questions when direction is unclear.

Our safety core values begin with each and every employee. We all have an obligation to ourselves, our co-workers, and others who depend on us to operate in a safe and efficient manner, maintain a safe and controlled work place, report safety hazards and to immediately correct safety hazards we have control over.

Compliance

The system to ensure all employees comply with these practices includes the following:

- Informing employees of the requirements within our IIPP in a readily understandable language

- Training all employees on general safety policies, rules, and work practices
- Recognizing employees who perform safe and healthful work practices
- Providing additional training to employees whose safety performance is deficient
- Disciplining employees for failure to comply with safe and healthful work practices

Communication

All managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal. Employees can report workplace hazards anonymously by utilizing the Safety Suggestion Boxes in their respective department. These suggestions are reviewed on a Quarterly basis by the Safety Committee and corrective action (if needed) is delegated to the Department Heads. If imminent hazards are noticed, staff must report these items immediately to their supervisor. The supervisor must ensure these hazards are addressed immediately.

Our communication system includes:

- New employee orientation including a discussion of safety and health policies and procedures. New employees will be given initial training and documentation for the City of Tehachapi's Safety Programs and Policies as well as a copy of the most current IIPP.
- Review of our IIPP
- Safety training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information
- A safety committee that includes employee participation from multiple departments

Safety Committee

The City of Tehachapi has established a Safety Committee that is comprised of staff from multiple departments within the City. The goal and mission of the Safety Committee is twofold; to ensure our employees remain free of injury and illness, and to assist all personnel achieve success in safety. This will be accomplished by providing the needed resources, expertise and oversight. The Safety Committee's responsibilities include:

- Meeting at a minimum of once per quarter
- Promoting and encouraging the core value of safety
- Provide support and safety resources to the jobsites and workplaces as needed
- Provide safety consultation and guidance to jobsites and office locations
- Coach and mentor all employees on safe behaviors and safe operations
- Ensuring that all required safety programs are written and updated as required and that training on these programs is offered
- Ensuring that all safety requirements and programs are provided to the management or employees in a manner that is clearly understood
- Ensuring that resources for safety meetings and discussions are available to those as needed
- Provide training or arrange for training on specialized safety processes or regulations as needed
- Review all safety suggestions and comments from staff in a timely manner to ensure deficiencies are properly mitigated

- Prepares and makes available to the affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review upon request. The committee meeting records shall be maintained for at least one (1) year
- Reviews results of the periodic, scheduled worksite inspections
- Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents
- Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions

Hazard Assessment

Periodic inspections will be conducted to evaluate physical hazards, use of hazardous materials, and safe work practices. The Public Works Director will determine who will conduct these inspections. The inspections may be conducted by City Staff and/or a third party consulting firm. The schedule for inspections are listed below:

Location	Inspection Frequency
City Hall	Quarterly
City Hall Annex	Quarterly
Police Department	Quarterly
Wastewater Treatment Plant	Monthly
Public Works Yard	Monthly
Airport Work Areas	Monthly

In addition to the department periodic inspection schedule, inspections will be conducted as required in the following situations:

- When we initially established our IIPP
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur
- Whenever workplace conditions warrant an inspection

Hazard Correction

When unsafe or unhealthy work conditions, practices, or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the hazard(s). When an imminent hazard exists that cannot be immediately corrected, the exposed employee(s) will be removed from the immediate hazard except those needed to correct the condition and to address security issues. Employees who are required to correct the hazardous condition will be provided with the necessary protection.

Accident/Incident Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Interviewing injured employees and witnesses

- Examining the workplace for factors associated with the accident/exposure
- Determining the cause of the accident/exposure
- Taking corrective action to prevent the accident/exposure from reoccurring
- Recording the findings and actions taken
- The Public Works Director has the authority to appoint an Investigation Team to determine the cause of the accident/exposure. This team can be made up of City Staff, Outside Agencies or Consulting Firms. If the accident/exposure involves the Public Works Director the City Manager would have the authority to appoint the investigation team.

Training and Instruction

All employees will participate in safety training on general and job-specific hazards and safe work practices. Each manager and supervisor will be trained on all health and safety hazards to which employees under their immediate direction and control are exposed.

The designated IIPP Administrator or appointed designee shall ensure that training material, resources, and other needs are available to all who require them.

In addition to hazard-specific safety training, training will be provided when:

- The IIPP is first established
- New employees are hired
- Employees are reassigned to a new area or task with no prior training
- New substances, operations, or equipment are introduced
- Weekly Tail Gate Training (For Public Works and Utilities Staff)

Record Keeping

All the following IIPP documentation is maintained for three (3) years:

- Safety training for each employee, including the employee's name, training dates, type of training, and training providers
- Inspections, including the person(s) conducting the inspection; the unsafe conditions and work practices identified; corrective action, and follow up
- Accidents, illnesses, and near-miss inspections that identify the root cause and corrective action taken
- Safety committee meeting minutes
- Weekly Tail Gate Training
- Annual program reviews

This IIPP shall go into effect on: March 8, 2016

Most recent update of this IIPP was conducted by the City of Tehachapi's Safety Committee in March 2016

Safety Director's Signature:

Public Works Director

City Manager's Signature:

Greg Garrett, City Manager

**Injury Illness Prevention Program
Training Certification Form**

Name of Employer: _____

Employee Name: _____ Job Title: _____

Trainer's Name: _____ Date of Training: _____

The following items were covered during this training:

- ☐ Staff responsibilities (Safety Officer, Supervisors and Employees)
- ☐ Safety Committee roles and responsibilities
- ☐ Hazard Assessment
- ☐ Accident/Incident Investigations
- ☐ Training and Instruction Requirements

Note to employee: This form will be made a part of your personnel file. Please read and understand its contents before signing.

Employee - I understand the training I have received, and I can use the information provided in this policy.

Employee Signature

Date

Trainer - Must certify the following:

- ☐ Employee has shown an understanding of the training and S.O.P.
- ☐ Employee has received a copy of this Policy

Trainer Signature

Date