

Council Communication

December 16, 2014, Business Meeting

Contract Addendum - Evergreen Job & Safety Training, Inc.

FROM:

Mike Morrison, Public Works Superintendent, mike.morrison@ashland.or.us

Mark Holden, Electric & IT Director, mark.holden@ashland.or.us

SUMMARY

A contract addendum is required to extend the contract for safety training a 3rd year. The contractor provides monthly safety training classes and job observation services for both the Public Works and Electric Departments.

BACKGROUND AND POLICY IMPLICATIONS:

The original 2-year contract resulted from a competitive sealed proposal (Request for Proposal) and was approved by the City Council on 12/18/2012. The contract includes the option to renew the contract annually for up to three (3) additional years for a total of five (5) years.

COUNCIL GOALS SUPPORTED:

None

FISCAL IMPLICATIONS:

Funds are budgeted each fiscal year for safety training. The cost to extend this contract for another "calendar year" (Jan-Dec 2015) will be a total of \$52,355.76 (Public Works \$26,487.84 and Electric \$25,867.92).

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends this contract addendum to extend the contract with Evergreen Job & Safety Training be approved.

SUGGESTED MOTION:

The Council, acting as the Local Contract Review Board, moves to approve the contract addendum to extend the contract with Evergreen Job & Safety Training for another calendar year.

ATTACHMENTS:

Contract Addendum

Original 2-Year Contract



ADDENDUM TO CITY OF ASHLAND
CONTRACT FOR SAFETY TRAINING

Addendum made this 4TH day of December, 2014, between the City of Ashland ("City") and Evergreen Job & Safety Training, Inc. ("Consultant").

Recitals:

A. On May 7, 2013 City and Consultant entered into a "City of Ashland Contract for Safety Training" (further referred to in this addendum as "the agreement").

B. The parties desire to amend the agreement to extend the date of completion and increase the compensation to be paid to Consultant.

City and Consultant agree to amend the agreement in the following manner:

1. *The date for completion is being extended to **December 31, 2015** (year 3). This contract may be extended annually for up to three additional years for a maximum term of five (5) years*

2. *The compensation for 12 monthly safety training classes and job observations will be as follows:*

<u>Calendar Year</u>	<u>Electric Department</u>	<u>Public Works</u>
January - June 2015	\$2,113.39/Month	\$2,164.04/Month
July – December 2015 (4% increase)	\$2,197.93/Month	\$2,250.60/Month
Total	<u>\$25,867.92 (Year 3)</u>	<u>\$26,487.84 (Year 3)</u>

3. Except as modified above the terms of the agreement shall remain in full force and effect.

CONSULTANT:

CITY OF ASHLAND:

BY _____

BY _____
Dave Kanner, City Administrator

Its _____

Date _____

DATE _____

Contract for Safety Training

<p style="text-align: center;">CITY OF ASHLAND</p> <p style="text-align: center;">20 East Main Street. Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONTRACTOR: Evergreen Job & Safety Training</p> <p>CONTACT: Jesse Langslet, President</p> <p>ADDRESS: 328 Ironwood Circle, Roseville, CA 95678</p> <p>TELEPHONE: 916-742-1811 Cell: 916-224-0395</p>												
DATE AGREEMENT PREPARED: May 7, 2013	FAX: 916-742-1852												
BEGINNING DATE: April 1, 2013	COMPLETION DATE: December 31, 2014												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">COMPENSATION: :</td> <td style="width: 35%; text-align: center;">Public Works</td> <td style="width: 35%; text-align: center;">Electric Department</td> </tr> <tr> <td style="padding-left: 20px;">APRIL 2013 to June 2013</td> <td style="text-align: center;">\$2,000.78/Month</td> <td style="text-align: center;">\$1,953.95/Month</td> </tr> <tr> <td style="padding-left: 20px;">July 2013 to June 2014</td> <td style="text-align: center;">\$2,080.81/Month</td> <td style="text-align: center;">\$2,032.11/Month</td> </tr> <tr> <td style="padding-left: 20px;">July 2014 to December 2014</td> <td style="text-align: center;">\$2,164.04/Month</td> <td style="text-align: center;">\$2,113.39/Month</td> </tr> </table>		COMPENSATION: :	Public Works	Electric Department	APRIL 2013 to June 2013	\$2,000.78/Month	\$1,953.95/Month	July 2013 to June 2014	\$2,080.81/Month	\$2,032.11/Month	July 2014 to December 2014	\$2,164.04/Month	\$2,113.39/Month
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July 2014 to December 2014	\$2,164.04/Month	\$2,113.39/Month											
<p>SERVICES TO BE PROVIDED: Safety Training Classes and Job Observations (crew audits) per the RFP and Evergreen's proposal attached as Exhibit C. Contract approved by Council December 18, 2012.</p>													
<p>ADDITIONAL TERMS: Contract term is two (2) years with the option to renew the contract annually for up to three additional years for a maximum term of five (5) years. Contract approved by Council 12/18/2012.</p>													
<p>This contract is being reassigned as of April 1, 2013 to the new owner of the company, Jesse Langslet, per the attached confirmation letters received from Douglas Lindstrom (previous owner) and Jesse Langslet (new owner).</p>													
<p>Workers' Compensation insurance is being waived because Jesse Langslet does not have employees and will be providing the services himself. <u>J.L.</u> (Initial)</p>													
<p>FINDINGS: Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>													
<p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>													
<ol style="list-style-type: none"> 1. Findings / Recitations. The findings and recitations set forth above are true and correct and are incorporated herein by this reference. 2. All Costs by Consultant: Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service. 3. Qualified Work: Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. 4. Completion Date: Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above. 5. Compensation: City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. 6. Ownership of Documents: All documents prepared by Consultant pursuant to this contract shall be the property of City. 7. Statutory Requirements: ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract. 8. Living Wage Requirements: If the amount of this contract is \$19,494 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 													

9. **Indemnification:** Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.
10. **Termination:**
- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
 - b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
 - d. For Default or Breach.
 - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
 - e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.
11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
14. **Insurance.** Consultant shall at its own expense provide the following insurance:
- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter

one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.

d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured-retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By

Jesse Langslet
Signature

By

DAVE KEMPER
Department Head

Jesse Langslet
Print Name

DAVE KEMPER
Print Name

President
Title

5/17/13
Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. 11501 PM 01606 F100

APPROVED AS TO FORM

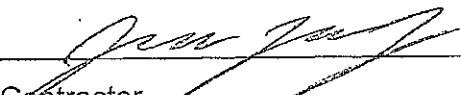
Signature

Date

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.


Contractor

5-10-13
(Date)

CITY OF ASHLAND, OREGON

EXHIBIT B

City of Ashland
LIVING
WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$13.96 per hour effective June 30, 2012

(Increases annually every June 30 by the Consumer Price Index)



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$19,494 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

- portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of \$19,494.
- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible

cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

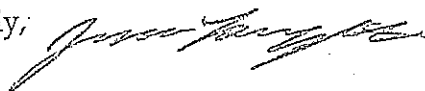
Evergreen Job & Safety Training, Inc.
328 Ironwood Circle
Roseville, CA 95678
(916) 742-1811
(916) 742-1852
evergreenjobsafety@gmail.com

To: City of Ashland
Attn: Kariann Olson
90 N. Mountain Ave.
Ashland, OR 97520

To Whom It May Concern,

This letter serves as confirmation that I, Jesse Langslet, have purchased the business; Evergreen Job & Safety Training, Inc. from its previous owner Doug Lindstrom and took ownership on April 1, 2013. Furthermore, as the "assignee," I am accepting all the terms and conditions in the contract between the previous owner of Evergreen Job & Safety Training, Inc., Doug Lindstrom, and the City of Ashland for the term beginning January 1, 2013 and expiring on December 31, 2014.

Sincerely,



Jesse Langslet
4/25/2013

EVERGREEN JOB & SAFETY TRAINING

Douglas J. Lindstrom -- President

309 Knoch Avenue, Susanville, California 96130

Office Phone: (530) 257-7812 Office Fax: (530) 257-8266 Home Phone: (530) 257-5657

April 30, 2013

Kari Olson
Purchasing Representative
City of Ashland, Oregon
90 N. Mountain Avenue
Ashland, OR 97520

Re: Proof of Business Sold

Dear Kari:

Jesse Langslét purchased Evergreen Job & Safety Training from Douglas Lindstrom on March 27, 2013. I hereby reassign the existing contract to Jesse Langslet, President/Owner of Evergreen Job and Safety Training. Enclosed is a notarized copy of our Purchase Agreement. Please call if you have any questions or require anything further.

Sincerely,



Douglas Lindstrom

Encl.

EVERGREEN JOB & SAFETY TRAINING

Douglas J. Lindstrom – President

309 Knoch Avenue, Susanville, California 96130

Office Phone: (530) 257-7812 Office Fax: (530) 257-8266 Cell Phone: (530) 251-7743

PROPOSAL CONTENTS

Title Page/Cover Letter

To:

Kari Olson
Purchasing Representative
City of Ashland, Oregon
90 N. Mountain Avenue
Ashland, OR 97520

From:

Evergreen Job & Safety Training – Established in January of 2000
Douglas Lindstrom, President
309 Knoch Avenue
Susanville, CA 96130
Ph: 530-257-7812
Fx: 530-257-8266

Date: November 20, 2012

To Whom It May Concern:

Evergreen Job & Safety Training would be pleased to continue to work with the City of Ashland Public Works and Electric departments. We have enjoyed working with you and are willing to accommodate your needs as set forth in the RFP and as described in the attached proposal. We plan to continue to conduct business in a straight forward, honest, and professional manner. We appreciate the opportunity to present you with this proposal. Please call if you have any questions.

Warm Regards,



Doug Lindstrom

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Qualifications and Experience

Evergreen Job & Safety training is committed to providing the best possible service at a reasonable price. We provide an on-site safety training program that meets NEC, APPA, Federal and State OSHA training requirements. We have an extensive Video Library and many programs to offer as you will find below. We also offer: Accident Investigation, NRECA Accreditation Observation, Pole Climbing Training, and a Safety Program for Office Personnel.

Evergreen Job & Safety Training uses the Medic First Aid training program to teach CPR/First Aid, Bloodborne Pathogens and Automated External Defibrillation. We are also certified as a Train-the-Trainer for Medic First Aid. Other certifications we hold are: Certified Occupational Hearing Conservationist (CAOHC), Accredited Observer Certification, 1910.269 Train-the-Trainer Certification, Confined Space Entry Certification, and Supervisor Safety Training Certification.

Instructor: Doug Lindstrom

As an introduction, I would like to give you a little background. I have been providing Job and Safety Training services as Evergreen Job & Safety Training since January, 2000. Prior to that, I retired from over 25 years as a lineman/foreman to work for Ruralite Services from November, 1996 to December, 1999. I am currently working with 15 utilities/municipalities in California and Oregon. It is this experience, in addition to the reputation that I have developed with my other clients, that ensures me that I can give you a quality product for your investment.

As your Job and Safety Training Instructor, I am prepared to conduct one safety meeting a month for the Electric Department and one meeting a month for the Public Works Department. The safety meetings are typically in the mornings and the observations, inspections, etc. are performed in the afternoons. I will work with the Supervisors to develop a course curriculum that meets the needs of each department and law requirements. A typical meeting consists of:

- 1) Accidents and near misses – I bring any relevant accidents I hear of in the industry. They are discussed with students and we draw whatever lessons may be learned from the real-life incidents.
- 2) Lecture and discussion on selected topic (usually involves, handouts, Power Point slide shows and relevant videos)
- 3) Hands-on training (if required for selected topic)
- 4) Job Observations – I either drop-in on jobs already in progress or go out with the crew. I record my observations looking for any hazards or violations in a non-threatening manner. Discussion takes place and I try to make it a learning experience for all involved. The observations are then typed and sent to the company with pictures.
- 5) Building and Grounds Inspections performed as needed or requested. I inspect the property looking for violations, safety hazards, or anything concerning. My findings are typed and sent to the company with pictures.

I will supply needed training materials and my curriculum is in compliance with Org/OSHA, Fed/OSHA, and NEC.

A "Course Tracking Form" is filled out at each class. The original is left with the company and I keep a copy on file in my office.

Public Works Safety Training Classes and Timeline:

Thursday mornings 7-10am (length varies depending on subject matter), followed by job observations and inspections (as required and per request):

- January 2012: CPR/First Aid (AM/PM Classes)
- February 2012: CPR/First Aid (AM/PM Classes)
- March 2012: Hand & Portable Power Tools
- April 2012: To Be Determined
- May 2012: Trench Safety/Job Observation
- June 2012: To Be Determined
- July 2012: Personal Protective Equipment/Job Observation
- August 2012: To Be Determined
- September 2012: ERP/Vault Rescue
- October 2012: Confined Space
- November 2012: Emergency Action Plan
- December 2012: To Be Determined

Fee Schedule

Twelve (12) Programs presented on one day per month.

July 1, 2013

Basic Rate for up to 60 employees and twelve (12) Programs:
Yearly Total at \$2,080.81/ Program for twelve (12) Programs:
Monthly Billing:

\$ 2,080.81 / Program
\$ 24,969.72 / Year
\$ 2,080.81 / Month

The above rates are subject to a 4% annual increase set forth as follows:

July 1, 2014

Basic Rate for up to 60 employees and twelve (12) Programs:
Yearly Total at \$2,164.04 / Program for twelve (12) Programs:
Monthly Billing:

\$ 2,164.04 / Program
\$ 25,968.48 / Year
\$ 2,164.04 / Month

The above rates are subject to a 4% annual increase set forth as follows:

July 1, 2015

Basic Rate for up to 60 employees and twelve (12) Programs:
Yearly Total at \$2,250.60 / Program for twelve (12) Programs:
Monthly Billing:

\$ 2,250.60 / Program
\$ 27,007.02 / Year
\$ 2,250.60 / Month

Cost of additional Employee Training Materials will be discussed and agreed to between Customer and Evergreen prior to Evergreen supplying said materials.

Electric Department Classes and Timeline:

Friday mornings 7am-12pm (length varies depending on subject matter), followed by job observations and inspections (as required and per request):

- January 2012: CPR/First Aid
- February 2012: Substation Training/Job Observation
- March 2012: Flagging/Job Observation
- April 2012: Grounding/Job Observation
- May 2012: Trench Safety/Job Observation
- June 2012: Capacitors/Job Observation
- July 2012: Meter Installation/Job Observation
- August 2012: Personal Protective Equipment/Job Observation
- September 2012: ERP/Pole Top & Bucket Truck Rescue
- October 2012: Confined Space/Vault Rescue
- November 2012: Emergency Action Plan
- December 2012: Hot Sticks & Personal Grounds Testing

Fee Schedule

Twelve (12) Programs presented on one day per month.

July 1, 2013

<u>Basic Rate for 16 - 20 employees</u> and twelve (12) Programs:	<u>\$ 2,032.11 / Program</u>
Yearly Total at \$2,032.11/ Program for twelve (12) Programs:	<u>\$ 24,385.32 / Year</u>
Monthly Billing:	<u>\$ 2,032.11 / Month</u>

The above rates are subject to a 4% annual increase set forth as follows:

July 1, 2014

<u>Basic Rate for 16 - 20 employees</u> and twelve (12) Programs:	<u>\$ 2,113.39 / Program</u>
Yearly Total at \$2,113.39 / Program for twelve (12) Programs:	<u>\$ 25,360.68 / Year</u>
Monthly Billing:	<u>\$ 2,113.39 / Month</u>

July 1, 2015

<u>Basic Rate for 16 - 20 employees</u> and twelve (12) Programs:	<u>\$ 2,197.93 / Program</u>
Yearly Total at \$2,197.93 / Program for twelve (12) Programs:	<u>\$ 26,375.16 / Year</u>
Monthly Billing:	<u>\$ 2,197.93 / Month</u>

Cost of additional Employee Training Materials will be discussed and agreed to between Customer and Evergreen prior to Evergreen supplying said materials.

Safety Training Classes/All Classes We Offer for Public Works and Electric Departments

GENERAL SAFETY

1. Electric Power Generation, Transmission & Distribution 1910.269 (23 subjects).
2. Personal Protective Equipment (PPE)
3. Electrical Burns
4. Workplace Violence
5. Attitude & Safety Motivation
6. First Aid / CPR Care Plus – Adult / Child / Infant
7. First Aid / CPR – Adult
8. Bloodborne Pathogens
9. Ergonomics
10. Back Safety
11. Electrical Safety (General)
12. Job Safety Observation
13. Flagging
14. Confined Space Permit Required Training
15. Hand & Portable Power Tools
16. Mock OSHA Inspections
17. Loss Control
18. Safety Accreditation Assistance
19. Housekeeping (Trucks / Inside)
20. Rubber Gloving
21. NESC (1997 Edition)
22. Accident Investigation
23. Chainsaw Safety
24. Powered Industrial Truck
25. Hazard Recognition
26. Hazard Assessments on Site
27. Safety & Job Briefing
28. Eye Safety
29. Dog Bite Prevention
30. Tree Trimming – (non-qualified / 7 subjects)
31. Tree Trimming – (qualified)
32. Fiber Optic Training
33. Stretching Program
34. Automated External Defibrillation Training

TECHNICAL TRAINING

1. Fault Current
2. Voltage Regulators & Controls
3. Rigging
4. Systems Protection
5. Meter Setting & Installation
6. Transformer Connections
7. Capacitors/Application & Installation
8. Underground/Grounding
9. Personal Grounds Testing
10. Emergency Response Procedure (Pole Top Rescue/Bucket Truck Rescue/Vault Rescue)
11. Substation Safety
12. Switching Procedures
13. Bucket Trucks/Trouble Shooting
14. Insulation & Grounding
15. Live Line Tools & Maintenance
16. Lightning Arrestor Training
17. Excavation/Backhoe Safety
18. Electrical Burns
19. Boom Truck & Crane Safety
20. Hot Stick & Personal Grounds Testing (Annual)

References

The City of Healdsburg
Contact: Todd Weismann
Office: (707) 431-3341

City of Ukiah
Contact: Collin Murphy
Office: (707) 467-2971

City of Ashland Electric
Contact: Dave Tygerson
Office: (541) 552-2307

Columbia Power Cooperative
Contact: Randy Sweek
Office: (541) 934-2311
Direct: (541) 934-2743

Midstate Electric
Contact: Steve Hess
Office: (541) 536-7239

Contract Terms and Conditions

Evergreen Job and Safety Training accepts the contract terms and conditions **except for item 14d**. We offer to sign a declaration stating our vehicle is not used to perform work for the City of Ashland. Our vehicle only provides transportation for the instructor to your facility. It is then parked while services are provided. Additional automobile liability insurance is not required for the type of services that we provide.

Evergreen Job and Safety Training also declares that it is eligible to participate in public procurement activities. We have never been debarred, suspended, disqualified or otherwise lawfully precluded from participating in any public procurement activity.

EXHIBIT A

Request for Proposals
SAFETY TRAINING

Proposal Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for Safety Training, released on October 25, 2012. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: DL

The proposer hereby acknowledges receipt of Addendum Nos. #1 to this RFP.

Name of Proposer:	Douglas Lindstrom
Business Address:	309 Knoch Ave.
	Susanville, CA 96130
Telephone Number:	Cell: 530-251-7743
Fax Number:	530-257-8266
Email Address:	doug@evergreensafety.com
Authorized Signature:	Douglas Lindstrom
Printed/Typed Name:	Douglas Lindstrom
Title:	President/Instructor
Date:	11/20/12

EXHIBIT B

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By: Douglas Lindstrom
Signature

Douglas Lindstrom
Print Name

Title: President/Instructor

Date: 11/20/12

Request for Proposal
SAFETY TRAINING

ADDENDUM #1

The purpose of this addendum is to provide additional information and answers to questions that have been received in response to this RFP.

Question: Is it okay to present full day classes, or is there a preference to present half-day sessions? (ie: 1 class over 2 days)

Answer: Public Works – 1-2 Hour training sessions are preferred.

Electric Utility - Meetings should be kept to under two hours. Certain material may require a longer schedule, however it should be limited when possible.

Question: PW – Boom Truck/Crane Safety – Do you have the make/model or pictures of the equipment?

Answer: Public Works – There are no boom trucks in the Public Works fleet.
Cranes – ¼ to ½ ton jib hoist cranes and trolley cranes up to 4 tons

Question: Electrical – Boom Truck/Crane Safety – Do you have the make/model or pictures of the equipment?

Answer: 1998 Freightliner FL80
2003 International 4300, LRV55 Altec
2000 Ford E350 w/Altec A200SV
2003 Ford F550 w/Altec AT 37G
2005 Ford F-550 Altec AT37G
2008 International Line Truck
2011 International Line Truck

Question: Job Observations – Is this for behavioral purposes or job hazard analysis?

Answer: Public Works – Both
Electric Utility - Hazard Analysis

Question: What level of training is required (initial level, awareness level, or refresher level)?

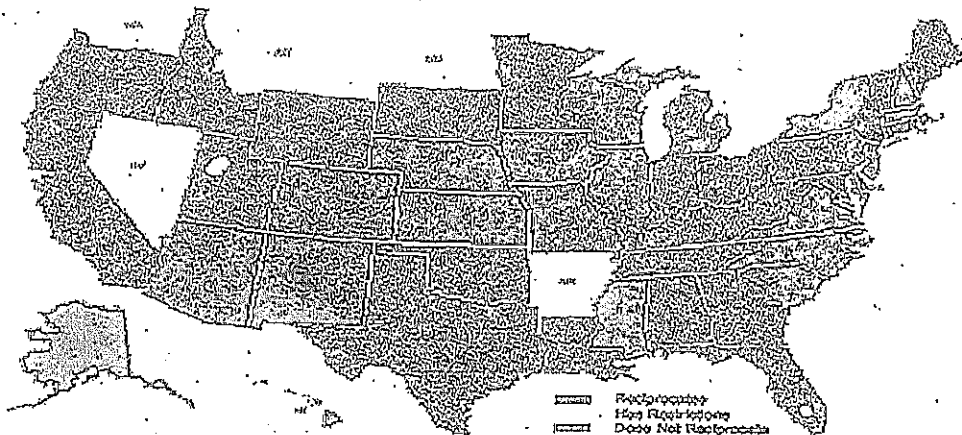
Answer: Public Works – 90% Refresher, 10% Initial for new hires
Electric Utility - Awareness and refresher unless we have a new hire they may need initial. (i.e. flagger certification)

Additional information:

Late proposals will not be considered. No exceptions. It is recommended that you request available delivery options for the City of Ashland and verify that your method of shipment will arrive prior to the due date and time.

The following Workers' Compensation extraterritorial reciprocity information map is being provided as additional information. If the successful proposer has employees, Workers' Compensation insurance will need to be maintained during the term of the contract.

United States extraterritorial
reciprocity information map
Last updated: 8-21-12



<http://www.cbs.state.or.us/wcd/compliance/ecu/etmap.html>

Please review, sign, and return this addendum with the RFP documents.

I acknowledge receipt of ADDENDUM #1.

Signed by: *Douglas Lindstrom*

Date: *11/20/12*

Printed name: *Douglas Lindstrom*

Title: *President/Instructor*

Firm: *Evergreen Job & Safety Training*