

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

514 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
May 5, 2009

SUBJECT: Technical Support to Maintain District's Safety Program
Consulting Services Agreement

RECOMMENDED MOTION:

1. Approve the Consulting Services Agreement (Agreement) between the District and Regulation Compliance, Inc., (Consultant); and
2. Authorize the Chairman to execute the Agreement on behalf of the District

BACKGROUND:

The Agreement sets forth the terms and conditions by which Consultant shall continue to provide technical support to maintain the District's Safety Program.

FINANCIAL:

Sufficient funds have been included in District's Budget for FY 2009-2010.

Steve Thomas
FOR WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2009-2010 District Cost:	\$77,952.00	In Current Year Budget 2009-2010:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	FY09-10

SOURCE OF FUNDS: 15100 947200 524660 Administration/Consultants	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.1

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE

Ivan M. Chand, Finance Director
Departmental Concurrence

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Technical Support to Maintain District's Safety Program
Consulting Services Agreement

SUBMITTAL DATE: May 5, 2009

Page 2

BACKGROUND Continued from page 1:

Consultant has helped establish policies, procedures and training programs for the District. The new contract will allow the continuation of the work started by Regulation Compliance Inc., handle any unforeseen issues and clarify any ambiguities. The District worked very closely with Regulation Compliance Inc. on the initial development and implementation of the program and continuing the relationship is in the best interest of the District.

KEC:blj

CONSULTING SERVICES AGREEMENT
Technical Support to Safety Program

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3 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
4 DISTRICT, hereinafter called "DISTRICT", and REGULATION COMPLIANCE,
5 INCORPORATED, hereinafter called "CONSULTANT", hereby agree as follows:

- 6 1. PROJECT - CONSULTANT shall provide technical support to maintain the
7 DISTRICT'S Safety Program.
- 8 2. SCOPE OF SERVICES - CONSULTANT shall furnish tools, equipment, facilities,
9 materials and labor necessary to perform in a complete, skillful and professional manner
10 those consulting services described in Attachment "A" attached hereto and made a part
11 hereof.
- 12 3. TIME FOR PERFORMANCE - CONSULTANT shall commence performance of
13 service on or about July 1, 2009, following receipt by CONSULTANT of a written
14 notice to proceed from DISTRICT and shall diligently perform the tasks to full
15 completion by June 30, 2010.
- 16 4. COMPENSATION - DISTRICT shall pay CONSULTANT six thousand four hundred
17 and ninety six dollars (\$6,496) per month for services performed and expenses incurred
18 in accordance with Attachment "A". The total amount of compensation paid to
19 CONSULTANT under this Agreement shall not exceed the sum of seventy-seven
20 thousand, nine hundred fifty two dollars (\$77,952) unless a written amendment to this
21 Agreement is executed by both parties prior to performance of additional services.
- 22 5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth
23 herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S
24 receipt of CONSULTANT'S appropriate monthly invoices. CONSULTANT shall keep
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1 employee and expense records according to customary accounting methods and such
2 records shall be available for inspection by DISTRICT to verify the invoices of
3 CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of
4 work and estimated costs as set forth in Attachment "A".

5 6. LICENSES - CONSULTANT, its employees, agents, contractors and subcontractors
6 shall maintain professional licenses required by the laws of the State of California at all
7 times while performing services under this Agreement.

8 7. PERMITS AND RIGHTS OF ENTRY - [This Section Intentionally Left Blank.]

9 8. NOTICES - Any and all notices sent or required to be sent to the parties of this
10 Agreement will be mailed by first class mail, postage prepaid, to the following
11 addresses:
12

13 RIVERSIDE COUNTY FLOOD CONTROL REGULATION COMPLIANCE, INC.
14 AND WATER CONSERVATION DISTRICT 22498 Amber Eve Drive
15 1995 Market Street Corona, CA 92883
16 Riverside, CA 92501 Attn: Larry Vidano

17 9. REQUIRED INSURANCE

18 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold
19 the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be
20 maintained at its sole cost and expense, the following insurance coverages during the
21 term of this Agreement:

22 Workers' Compensation:

23 If CONSULTANT has employees as defined by the State of California,
24 CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A)
25 as prescribed by the laws of the State of California. Policy shall include
26 Employer's Liability (Coverage B) including Occupational Disease with limits not
27 less than \$1,000,000 per person per accident. Policy shall be endorsed to waive
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1 subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed
2 Servant/Alternate Employer endorsement.

3 **Commercial General Liability:**

4 Commercial General Liability insurance coverage, including but not limited to,
5 premises liability, contractual liability, completed operations, personal and
6 advertising injury covering claims which may arise from or out of
7 CONSULTANT'S performance of its obligations hereunder. Policy shall name the
8 Riverside County Flood Control and Water Conservation District, the County of
9 Riverside, special districts, their respective directors, officers, Board of
10 Supervisors, elected officials, employees, agents or representatives as additional
11 insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence
12 combined single limit. If such insurance contains a general aggregate limit, it shall
13 apply separately to this Agreement or be no less than two (2) times the occurrence
14 limit.
15

16 **Vehicle Liability:**

17 If CONSULTANT'S vehicles or mobile equipment are used in the performance of
18 the obligations under this Agreement, CONSULTANT shall maintain liability
19 insurance for all owned, non-owned or hired vehicles in an amount not less than
20 \$1,000,000 per occurrence combined single limit. If such insurance contains a
21 general aggregate limit, it shall apply separately to this Agreement or be no less
22 than two (2) times the occurrence limit. If CONSULTANT does not own vehicles,
23 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an
24 amount not less than \$1,000,000 per occurrence combined single limit. Such non-
25 owned or hired coverage may be included on the Commercial General Liability
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1 policy. Policy shall name the Riverside County Flood Control and Water
2 Conservation District, the County of Riverside, special districts, their respective
3 directors, officers, Board of Supervisors, elected officials, employees, agents or
4 representatives as additional insureds.

5 **Professional Liability:**

6 CONSULTANT shall maintain Professional Liability Insurance providing
7 coverage for the CONSULTANT'S performance of work included within this
8 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
9 \$3,000,000 annual aggregate. If CONSULTANT'S Professional Liability
10 Insurance is written on a claims made basis rather than an occurrence basis, such
11 insurance shall continue through the term of this Agreement and CONSULTANT
12 shall purchase at his sole expense either 1) an extended reporting endorsement
13 (also known as Tail Coverage); or 2) Prior dates coverage from a new insurer with
14 a retroactive date back to the date of or prior to, the inception of this Agreement;
15 or 3) demonstrate through certificates of insurance that CONSULTANT has
16 maintained continuous coverage with the same or original insurer. Coverage
17 provided under items; 1), 2) or 3) will continue for a period of three (3) years
18 beyond the termination of this Agreement.

19 **General Insurance Provisions – All Lines:**

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21 a. Any insurance carrier providing insurance coverage hereunder shall be
22 admitted to the State of California and have an A.M. BEST rating of not less
23 than an A: VIII (A: 8) unless such requirements are waived, in writing, by
24 the County Risk Manager. If the County's Risk Manager waives a
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requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.

b. CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the DISTRICT, at the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant that the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless

1 DISTRICT receives, prior to such effective date, another properly executed
2 original certificate of insurance and original copies of endorsements or
3 original certified policies, including all endorsements and attachments
4 thereto, evidencing coverages and the insurance required herein is in full
5 force and effect. Individual(s) authorized by the insurance carrier to do so
6 on its behalf shall sign the original endorsements for each policy and the
7 certificate of insurance.

8 CONSULTANT shall not commence operations until DISTRICT has been
9 furnished with original certificate(s) of insurance and original certified
10 copies of endorsements or policies of insurance including all endorsements
11 and any and all other attachments as required in this Section.

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- 13 d. It is understood and agreed by the parties hereto and the CONSULTANT'S
14 insurance company(s), that the certificate(s) of insurance and policies shall
15 so covenant and shall be construed as primary insurance, and the
16 DISTRICT'S insurance and/or deductibles and/or self-insured retentions or
17 self-insured programs shall not be construed as contributory.
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- 19 e. If, during the term of this Agreement or any extension thereof, there is a
20 material change in the scope of services; or there is a material change in the
21 equipment to be used in the performance of the scope of work which will
22 add additional exposures (such as the use of aircraft, watercraft, cranes,
23 etc.); or the term of this Agreement, including any extensions thereof,
24 exceeds five (5) years, the County reserves the right to adjust the types of
25 insurance required under this Agreement and the monetary limits of liability
26 for the insurance coverage's currently required herein, if, in the County Risk
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1 Manager's reasonable judgment, the amount or type of insurance carried by
2 the CONSULTANT has become inadequate.

- 3 f. CONSULTANT shall pass down the insurance obligations contained herein
4 to all tiers of subcontractors working under this Agreement.
- 5 g. The insurance requirements contained in this Agreement may be met with a
6 program(s) of self-insurance acceptable to DISTRICT.
- 7 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or
8 any incident or event that may give rise to a claim arising from the
9 performance of this Agreement.

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- 11 10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT
12 (including its directors, officers, Board of Supervisors, elected and appointed officials,
13 employees, agents and representatives) from any liability, claim, damage, proceeding or
14 action, present or future, based upon, arising out of or in any way relating to
15 CONSULTANT'S (including its officers, employees, subcontractors and agents) actual
16 or alleged negligent, reckless or willful misconduct acts or omissions related to this
17 Agreement, performance under this Agreement, or failure to comply with the
18 requirements of this Agreement, including but not limited to: (a) property damage; (b)
19 bodily injury or death; or (c) any other element of any kind or nature whatsoever.
- 20 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
21 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
22 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed
23 officials, employees, agents and representatives) in any claim, proceeding or action for
24 which indemnification is required.
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1 With respect to any of CONSULTANT'S indemnification requirements,
2 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
3 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
4 action without the prior consent of DISTRICT; provided, however, that such adjustment,
5 settlement or compromise in no manner whatsoever limits or circumscribes
6 CONSULTANT'S indemnification obligations to DISTRICT.

7 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
8 has provided to DISTRICT the appropriate form of dismissal (or similar document)
9 relieving DISTRICT from any liability for the claim, proceeding or action involved.

10 The specified insurance limits required in this Agreement shall in no way limit or
11 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
12 from third party claims.
13

14 In the event there is conflict between this section and California Civil Code Section
15 2782, this section shall be interpreted to comply with Civil Code 2782. Such
16 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT
17 (including its directors, officers, Board of Supervisors, elected and appointed officials,
18 employees, agents and representatives) to the fullest extent allowed by law.
19

- 20 11. WORK PRODUCT - All work products or deliverables furnished under this Agreement
21 shall become the sole property of DISTRICT. CONSULTANT shall not publish or
22 transfer any material produced or resulting from activities supported by this Agreement
23 without the written consent of the General Manager-Chief Engineer. If any such
24 material is subject to copyright or trademark, the parties agree that the right to any and
25 all copyright and/or trademark in and to the material is expressly reserved to DISTRICT.
26 If any such material is copyrighted, the parties hereto understand and agree that
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1 DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce,
2 publish and use such material, in whole or in part, and to authorize others to do so,
3 provided written credit is given the author.

4 12. TERMINATION - At any time during the term of this Agreement, DISTRICT may:

- 5 a. Terminate this Agreement without cause upon providing CONSULTANT
6 thirty (30) days written notice stating the extent and effective date of
7 termination; or
8 b. Upon five (5) days written notice, terminate this Agreement for
9 CONSULTANT default, if CONSULTANT refuses or fails to comply with
10 the provisions of this Agreement or fails to make progress so as to endanger
11 performance and does not cure such failure within a reasonable period of
12 time. In the event of such termination, the DISTRICT may proceed with the
13 work in any manner deemed proper to DISTRICT.
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15 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 16 i) Stop all work under this Agreement on the date specified in the
17 Notice of Termination; and
18 ii) Transfer to DISTRICT and deliver in the manner, and to the extent,
19 if any, as directed by DISTRICT, any equipment, data or reports
20 which, if the Agreement had been completed, would have been
21 required to be furnished to DISTRICT.
22

23 In the event DISTRICT terminates this Agreement pursuant to paragraph 1) or 2) above,
24 DISTRICT shall make payment for all services performed in accordance with this
25 Agreement to the date of termination, a total amount which bears the same ratio to the
26 total maximum fee otherwise payable under this Agreement as the services actually bear
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1 to the total services necessary for performance of this Agreement. Notwithstanding any
2 of the other provisions of this Agreement, CONSULTANT rights under this Agreement
3 shall terminate (except for fees accrued prior to the date of termination) upon dishonesty,
4 or a willful or material breach of this Agreement by CONSULTANT; or in the event of
5 CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the
6 duties hereunder; or if the Agreement is terminated pursuant to Section 17, hereinafter
7 titled NON-DISCRIMINATION. In such event, CONSULTANT shall not be entitled to
8 any further compensation under this Agreement. The rights and remedies of DISTRICT
9 provided in this section shall not be exclusive and are in addition to any other rights and
10 remedies provided by law or under this Agreement.

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12 13. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
13 CONSULTANT without the prior written consent of DISTRICT.

14 14. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no
15 interest in, including but not limited to, other projects or independent contracts and shall
16 not acquire any such interest, direct or indirect, which would conflict in any manner or
17 degree with the performance of services required to be performed under this Agreement.
18 CONSULTANT further covenants that in the performance of this Agreement, no person
19 having any such interest shall be employed or retained by it under this Agreement.

20
21 15. JURISDICTION/LAW/SEVERABILITY - This Agreement is to be construed in
22 accordance with the laws of the State of California. If any provision of this Agreement
23 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
24 remaining provisions shall be declared severable and shall be given full force and effect
25 to the extent possible.
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1 Any legal action, in law or equity related to the performance or interpretation of this
2 Agreement shall be filed only in the Superior Court for the State of California located in
3 Riverside, California, and the parties waive any provision of law providing for a change
4 of venue to another location. Prior to the filing of any legal action, the parties shall be
5 obligated to attend a mediation session with a neutral mediator to try to resolve the
6 dispute.

7 16. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
8 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
9 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
10 full and complete compliance with any terms of this Agreement shall not be construed as
11 in any manner changing the terms hereof, or estopping DISTRICT from enforcement
12 hereof.
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14 17. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
15 CONSULTANT shall not engage in nor permit others he may employ to engage in
16 discrimination in the employment of persons because of the race, color, national origin
17 or ancestry, religion, physical handicap, disability as defined by the Americans with
18 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
19 accordance with the provision of California Labor Code Section 1735.
20

21 18. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
22 obligations of DISTRICT are limited by and contingent upon the availability of
23 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that
24 such funds are not forthcoming for any reason, DISTRICT shall immediately notify
25 CONSULTANT in writing. This Agreement shall be deemed terminated and have no
26 further force and effect immediately on receipt of DISTRICT'S notification by
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CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with the rates as set forth on Attachment "A".

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal R. Kipnis
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

REGULATION COMPLIANCE,
INCORPORATED

By Larry Vidano
LARRY VIDANO, Chief Financial Officer

Consulting Services Agreement for Safety Program
KEC:blj
4/15/09

ATTACHMENT 'A'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT SAFETY PROGRAM SUPPORT PROPOSAL

CWFSC601

A. OBJECTIVE

Regulation Compliance, Inc. (RCI) will provide the Riverside County Flood Control and Water Conservation District (District) with the technical support necessary to maintain a safety program that complies with Cal/OSHA regulations. The period of performance is July 1, 2009 to June 30, 2010.

B. PLAN OF ACTION

1. PROGRAM DOCUMENTATION DEVELOPMENT AND MAINTENANCE

RCI will provide technical consultation services to assure the District's safety program documentation continues to be compatible with new or revised regulations and changes in District processes, organizational structure, or responsibilities.

a. Safety and Operations Manual

RCI will monitor regulatory changes and recommend updates to the Safety and Operations Manual to reflect changes to Cal/OSHA regulations affecting the District's safety program. RCI will also recommend refinements and revisions to existing procedures based on feedback from implementing organizations and operational experience.

b. MSDS Data System

RCI will maintain the MSDS data system as new chemicals are added to or existing chemicals are deleted from District processes. RCI will function as the District's Hazardous Material Coordinator and review new or replacement chemicals; perform an analysis of the chemical's health, flammability, reactivity, and Proposition 65 risks; and determine personal protective equipment requirements for use in District applications.

c. Business Emergency Plan and Hazardous Material Inventory

RCI will prepare an annual update to the Business Emergency Plan and Hazardous Material Inventory for the District to submit to the Riverside Fire Department.

d. Other Program Documentation

RCI will develop documentation to satisfy existing regulations. RCI will maintain program documentation as necessary or as requested by District management. Examples include the Spill Prevention, Control, and Countermeasures Plan, Storm Water Pollution Prevention Plan, Corrective Action Summary and a list of the District pressure vessels and date of Cal/OSHA certification expiration.

2. SAFETY TRAINING

RCI will provide the following safety training classes and support to the District:

- a. New Employee Injury and Illness Prevention Program – quarterly
- b. New Supervisor Safety and Operations Manual Orientation – as needed
- c. Hazard Communication – annually or more frequently as needed
- d. Fire Extinguisher Usage – annually
- e. Respirators – annually
- f. Hearing Conservation – annually
- g. Hot Work – annually
- h. Personal Protective Equipment – annually
- i. Electrical Safety – annually
- j. Confined Space Entry for Inspectors – annually
- k. Confined Space Entry for Surveys Personnel – annually
- l. Confined Space Entry for Maintenance Personnel – annually
- m. Spill Prevention and Clean-up – annually
- n. CPR/First Aid/Bloodborne Pathogens – annually
- o. District Safety Training Support
 - Suggest topics for Division Safety Meetings
 - Participate in Maintenance Safety Meetings
 - Participate in Fire and Disaster Drills
 - Provide other training support as requested by management

3. JOB HAZARD ANALYSIS AND ACCIDENT INVESTIGATION

- a. RCI will review job hazards identified during safety inspections and discussions with District personnel or as directed by District management. RCI will review existing operations, equipment, and procedures and determine whether additional controls are needed to eliminate the exposure or reduce the risk of accident or injury. RCI will coordinate suggestions with affected personnel and management to assure process changes will be accepted and implemented. RCI will follow-up to assure process changes are effective.
- b. RCI will conduct accident investigations determine the root cause of accidents or injuries, and develop options to reduce the probability of future accidents.

4. INDUSTRIAL HYGIENE SUPPORT

- a. RCI will conduct annual Respirator comfort and fit testing for Maintenance personnel and issue respirator cards for employees authorized to wear respirators.
- b. RCI will coordinate annual health examinations with the Occupational Medical Clinic for District employees in the Hearing Conservation and Respirator programs and assure documentation satisfies Cal/OSHA regulations and is provided to District Human Resources for inclusion in personnel files.
- c. Together with supervisors, RCI will conduct ergonomics evaluations of District workstations and field operations and recommend corrective measures to reduce or preclude the occurrence of injuries due to repetitive motion or cumulative trauma.

5. SAFETY INSPECTIONS

- a. RCI will conduct month safety audits and inspections of Market Street and field operations to assure compliance with Safety and Operations Manual policies and procedures. RCI will classify the results as system or personnel problems and develop corrective action plans to correct system's issues. RCI will analyze the results to determine if personnel problem trends exist and suggest additional training, or other action to correct adverse trends.

6. ON-SITE SUPPORT

RCI will provide on-site technical safety support for 4 hours each Monday through Friday District workday except for 5 weeks during the contract period. The support will take place at the Market Street site or in the field. An RCI representative will be available to provide consultation to employees and management on job hazards, safety recommendations, Safety and Operation Manual procedures, and equipment/process safety. Examples include review and approval recommendations on contractor or developer confined space entry procedures and support in responding to Cal/OSHA inquiries. RCI personnel will also be available to District personnel by phone in case of emergencies.

C. DELIVERABLES

RCI will provide the following deliverables in support of this contract:

- a. Draft and final versions of revisions to the Safety and Operations Manual procedures
- b. MSDS data system updates
- c. Business Emergency Plan revisions for signature
- d. Corrective Action Summaries
- e. Training materials, handouts, quizzes, attendance records, etc. for training classes listed under paragraph B.2 above
- f. Job hazard analysis reports and Job Hazard Matrix updates
- g. Accident Investigation Reports
- h. Reports covering results of Ergonomics Evaluations
- i. Respirator Fit Test Records
- j. Monthly Safety Inspection documentation
- k. Contractor/Developer Confined Space Entry Procedure comment and approval recommendation memoranda.
- l. Other special reports or studies requested by District management

D. COST

The cost of this support over the performance period is \$77,952.00. Based on the majority of the work being a consistent monthly effort, RCI proposes level funding of \$6,496.00 per month.