

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

307B



SUBMITTAL DATE:
June 29, 2010

FROM: General Manager-Chief Engineer

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.

(continued on Page 2)

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2010-2011 District Cost:	\$68,000.00	In Current Year Budget 2010-2011:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	FY10-11

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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE: 6/25/10

FISCAL PROCEDURES APPROVED
BY:
IVAN M. CHAND
DATE: 6/14/2010

<input type="checkbox"/> Consent	<input type="checkbox"/> Policy
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy

Prev. Agn. Ref.:

District: All
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Agenda Number:

11.7

**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: June 29, 2010

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. County Counsel has approved the contract as to form.

FINANCIAL:

Sufficient funds have been included in District's Budget for FY 2010-2011

KEC:blj:bjp

CONSULTING SERVICES AGREEMENT
Technical Support to Safety Program

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

1. PROJECT - CONSULTANT shall provide technical support to maintain the DISTRICT'S Safety Program.
2. SCOPE OF SERVICES - CONSULTANT shall furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services described in Attachment "A", attached hereto and made a part hereof.
3. TIME FOR PERFORMANCE - CONSULTANT shall commence performance of service on or about July 1, 2010, following receipt by CONSULTANT of a written notice to proceed from DISTRICT and shall diligently perform the tasks to full completion by June 30, 2011.
4. COMPENSATION - DISTRICT shall pay CONSULTANT five thousand seven hundred dollars (\$5,700) per month for services performed and expenses incurred in accordance with Attachment "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of sixty eight thousand dollars (\$68,000) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.
5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S receipt of CONSULTANT'S appropriate monthly invoices. CONSULTANT shall keep

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.

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

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

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

16 9. INSURANCE - Without limiting or diminishing CONSULTANT'S obligation to
 17 indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or
 18 cause to be maintained, at its sole cost and expense, the following insurance coverage's
 19 during the term of this Agreement:

20
 21 A. Workers' Compensation:

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

3 B. Commercial General Liability:

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

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

3 D. Professional Liability:

4 CONSULTANT shall maintain Professional Liability Insurance providing
5 coverage for CONSULTANT'S performance of work included within this
6 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
7 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
8 Insurance is written on a claims made basis rather than an occurrence basis, such
9 insurance shall continue through the term of this Agreement and CONSULTANT
10 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
11 (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with
12 a retroactive date back to the date of, or prior to, the inception of this Agreement;
13 or 3) demonstrate through Certificates of Insurance that CONSULTANT has
14 maintained continuous coverage with the same or original insurer. Coverage
15 provided under items: 1), 2) or 3) will continue as long as the law allows.
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18 E. General Insurance Provisions – All Lines:

- 19 a. Any insurance carrier providing insurance coverage hereunder shall be
20 admitted to the State of California and have an A.M. BEST rating of not less
21 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
22 County Risk Manager. If the County Risk Manager waives a requirement for
23 a particular insurer such waiver is only valid for that specific insurer and only
24 for one policy term.
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26 b. The CONSULTANT must declare its insurance self-insured retention for
27 each coverage required herein. If any such self-insured retention exceeds
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\$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the County Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 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 of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect.

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CONSULTANT shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of Endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. It is understood and agreed by the parties hereto that CONSULTANT'S insurance shall be construed as primary insurance, and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

1 g. The insurance requirements contained in this Agreement may be met with a
2 program(s) of self-insurance acceptable to DISTRICT.

3 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or
4 any incident or event that may give rise to a claim arising from the
5 performance of this Agreement.

6 10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT
7 (including its directors, officers, Board of Supervisors, elected and appointed officials,
8 employees, agents and representatives) from any liability, claim, damage, proceeding or
9 action, present or future, based upon, arising out of or in any way relating to
10 CONSULTANT'S (including its officers, employees, subcontractors and agents) actual
11 or alleged negligent, reckless or willful misconduct acts or omissions related to this
12 Agreement, performance under this Agreement, or failure to comply with the
13 requirements of this Agreement, including but not limited to: (a) property damage; (b)
14 bodily injury or death; or (c) any other element of any kind or nature whatsoever.

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17 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
18 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
19 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed
20 officials, employees, agents and representatives) in any claim, proceeding or action for
21 which indemnification is required.

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23 With respect to any of CONSULTANT'S indemnification requirements,
24 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
25 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
26 action without the prior consent of DISTRICT; provided, however, that such adjustment,
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1 settlement or compromise in no manner whatsoever limits or circumscribes
2 CONSULTANT'S indemnification obligations to DISTRICT.

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

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

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10 In the event there is conflict between this section and California Civil Code Section
11 2782, this section shall be interpreted to comply with Civil Code 2782. Such
12 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT
13 (including its directors, officers, Board of Supervisors, elected and appointed officials,
14 employees, agents and representatives) to the fullest extent allowed by law.

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

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

- 11 i) Stop all work under this Agreement on the date specified in the Notice of
12 Termination; and
13 ii) Transfer to DISTRICT and deliver in the manner, and to the extent, if any, as
14 directed by DISTRICT, any equipment, data or reports which, if the Agreement
15 had been completed, would have been required to be furnished to DISTRICT.
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17 In the event DISTRICT terminates this Agreement pursuant to paragraph i) or ii) above,
18 DISTRICT shall make payment for all services performed in accordance with this
19 Agreement to the date of termination, a total amount which bears the same ratio to the
20 total maximum fee otherwise payable under this Agreement as the services actually bear
21 to the total services necessary for performance of this Agreement. Notwithstanding any
22 of the other provisions of this Agreement, CONSULTANT rights under this Agreement
23 shall terminate (except for fees accrued prior to the date of termination) upon dishonesty,
24 or a willful or material breach of this Agreement by CONSULTANT; or in the event of
25 CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the
26 duties hereunder; or if the Agreement is terminated pursuant to Section 17, hereinafter
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1 titled NON-DISCRIMINATION. In such event, CONSULTANT shall not be entitled to
2 any further compensation under this Agreement. The rights and remedies of DISTRICT
3 provided in this section shall not be exclusive and are in addition to any other rights and
4 remedies provided by law or under this Agreement.

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

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

14 15. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
15 accordance with the laws of the State of California. If any provision of this Agreement
16 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
17 remaining provisions shall be declared severable and shall be given full force and effect
18 to the extent possible.

19
20 Any legal action, in law or equity related to the performance or interpretation of this
21 Agreement shall be filed only in the Superior Court for the State of California located in
22 Riverside, California, and the parties waive any provision of law providing for a change
23 of venue to another location. Prior to the filing of any legal action, the parties shall be
24 obligated to attend a mediation session with a neutral mediator to try to resolve the
25 dispute.
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1 16. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
2 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
3 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
4 full and complete compliance with any terms of this Agreement shall not be construed as
5 in any manner changing the terms hereof, or estopping DISTRICT from enforcement
6 hereof.

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8 17. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
9 CONSULTANT shall not engage in nor permit others he may employ to engage in
10 discrimination in the employment of persons because of the race, color, national origin
11 or ancestry, religion, physical handicap, disability as defined by the Americans with
12 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
13 accordance with the provision of California Labor Code Section 1735.

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

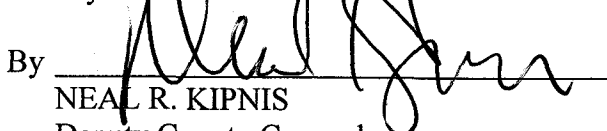
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By 
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:

PAMELA J. WALLS
County Counsel

By 
NEAL R. KIPNIS
Deputy County Counsel

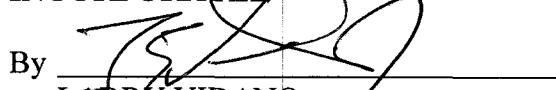
ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

REGULATION COMPLIANCE,
INCORPORATED

By 
LARRY VIDANO,
Chief Financial Officer

Consulting Services Agreement for Safety Program
KEC:blj:bjp
06/14/10

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, 2010 to June 30, 2011.

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.

Encl (1)

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. 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

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 Thursday District workday except for 3 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 \$68,400.00. Based on the majority of the work being a consistent monthly effort, RCI proposes level funding of \$5,700.00 per month.