

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

2108



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:  
September 27, 2011

SUBJECT: Technical Support to Safety Program  
Multi-Year Consulting Services Agreement

RECOMMENDED MOTION:

1. Approve the multi-year Consulting Services Agreement (Agreement) between the District and Vandabrook Safety Solutions (Consultant);
2. Authorize the Chairman to execute the Agreement on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to renew the Agreement for Fiscal Years 2014-2015, 2015-2016 and 2016-2017.

BACKGROUND:

The Agreement sets forth the terms and conditions by which Consultant shall provide consulting services in support of the District's Safety Program.

(Continued on Page 2)

P8/140726

for *Mark A. Wills*

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

FINANCIAL DATA	Current District Cost:	\$56,420	In Current Year Budget	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$56,420	For Fiscal Year:	11/12 to 16/17

SOURCE OF FUNDS: 15100 947200 524660 Administration/Consultant

Positions To Be  
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*  
**Michael R. Shetler**

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione and Ashley  
Nays: None  
Absent: Stone and Benoit  
Date: September 27, 2011  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11.1

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL  
BY: *[Signature]* DATE: *10/11/11*  
NEAL R. KIPNIS  
Ivan M. Chand, Finance Director  
Departmental Concurrence

Dep't Recomm.:  
Consent ☐ Policy ☐

Per Exec. Ofc.:  
Consent ☐ Policy ☐

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

**SUBJECT:** Technical Support to Safety Program  
Multi-Year Consulting Services Agreement

**SUBMITTAL DATE:** September 27, 2011

Page 2

**BACKGROUND: (Continued)**

In accordance with County Board Policy A-18, a Request for Proposal (RFP) was prepared, advertised and posted on the District website. All qualifying bids were evaluated based on pre-established criteria such as qualification, relevant experience, scope of work, responsiveness to the RFP and cost. Vandabrook Safety Solutions (Consultant) met the District's requirements and was the highest ranked respondent in overall scoring after evaluation of all of the proposals submitted for consideration in the RFP process.

Consultant will assist in establishing policies, procedures and training programs for the District. Additionally, the Consultant will handle any unforeseen issues and clarify any ambiguities while ensuring the District's safety program is in compliance with all applicable Federal, State and Local regulations. County Counsel has approved the contract as to form.

**FINANCIAL:**

The services noted in the Scope of Services, Attachment A and the Fee Schedule proposed in Attachment B of this Agreement will apply for Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17. Sufficient funds have been included in the District's Budget for FY 2011-2012. Sufficient funding will be included in the proposed budget(s) for Fiscal Years 2012 through 2017.

TLC:blj  
P8/140726

CONSULTING SERVICES AGREEMENT  
Technical Support to Safety Program  
Fiscal Years 2011/2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT, hereinafter called "DISTRICT", and VANDABROOK SAFETY SOLUTIONS,  
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. CONSULTANT shall not perform any additional work, including any Optional Tasks, except as directed by DISTRICT in writing.

3. TIME FOR PERFORMANCE

CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. CONSULTANT'S performance under this Agreement shall start on the date the Agreement is executed by DISTRICT'S Board of Supervisors, and end on June 30, 2014 with option for one (1) additional three-year extension. Prior to the termination date of this Agreement, this Agreement may be renewed for three (3) additional fiscal years through June 30, 2017 by mutual written consent of DISTRICT and CONSULTANT.

No payment will be made for any work or services performed prior to issuance of said

Notice to Proceed

4. COMPENSATION

DISTRICT shall pay CONSULTANT for actual services satisfactorily performed and expenses incurred in accordance with Attachment "B", attached hereto and made a part hereof. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of fifty-six thousand four hundred twenty dollars (\$56,420) in any given fiscal year.

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 employee and expense records according to customary accounting methods and such records shall, upon request, be made available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of work and estimated costs as set forth in Attachments "A" and "B".

6. LICENSES

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

7. PERMITS AND RIGHTS OF ENTRY

[This Section Intentionally Left Blank.]

8. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL	VANDABROOK SAFETY
AND WATER CONSERVATION DISTRICT	SOLUTIONS
1995 Market Street	39860 High Street
Riverside, CA 92501	Cherry Valley, CA 92223
Attn: Operations & Maintenance Division	Attn: Ken Brooks

9. REQUIRED INSURANCE

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.

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

A. Workers' Compensation:

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed

to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

[This Section Intentionally Left Blank.]

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- b. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$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 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, 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 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

1 all attachments thereto, showing such insurance is in full force and effect.  
2 Further, said certificate(s) and policies of insurance shall contain the  
3 covenant that the insurance carrier(s) that thirty (30) days written notice  
4 shall be given to DISTRICT prior to any material modification, cancellation,  
5 expiration or reduction in coverage of such insurance. In the event of a  
6 material modification, cancellation expiration or reduction in coverage, this  
7 Agreement shall terminate forthwith, unless DISTRICT receives, prior to  
8 such effective date, another properly executed original certificate of  
9 insurance and original copies of endorsements or certified original policies,  
10 including all endorsements and attachments thereto, evidencing coverages  
11 set forth herein and the insurance required herein is in full force and effect.  
12

13 d. It is understood and agreed by the parties hereto that CONSULTANT'S  
14 insurance shall be construed as primary insurance and DISTRICT'S  
15 insurance and/or deductibles and/or self-insured retentions or self-insured  
16 programs shall not be construed as contributory.

17 e. If, during the term of this Agreement or any extension thereof, there is a  
18 material change in the scope of services; or there is a material change in the  
19 equipment to be used in the performance of the scope of work which will  
20 add additional exposures (such as the use of aircraft, watercraft, cranes,  
21 etc.); or the term of this Agreement, including any extensions thereof,  
22 exceeds five (5) years, District reserves the right to adjust the types of  
23 insurance required under this Agreement and the monetary limits of liability  
24 for the insurance coverages 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 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.

10 10. INDEMNIFICATION

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

22 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
23 but not limited to attorney fees, cost of investigation, defense and settlements or awards),  
24 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed  
25 officials, employees, agents and representatives) in any claim, proceeding or action for  
26 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 California Civil Code Section  
16 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying  
17 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed  
18 officials, employees, agents and representatives) or the County of Riverside to the fullest  
19 extent allowed by law.

20  
21 11. WORK PRODUCT

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

6 12. TERMINATION

7 At any time during the term of this Agreement, DISTRICT may:

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

17 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

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

25 In the event DISTRICT terminates this Agreement pursuant to paragraph 1) or 2) above,  
26 DISTRICT shall make payment for all services performed in accordance with this  
27  
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1 Agreement to the date of termination, a total amount which bears the same ratio to the  
2 total maximum fee otherwise payable under this Agreement as the services actually bear  
3 to the total services necessary for performance of this Agreement. Notwithstanding any  
4 of the other provisions of this Agreement, CONSULTANT rights under this Agreement  
5 shall terminate (except for fees accrued prior to the date of termination) upon dishonesty,  
6 or a willful or material breach of this Agreement by CONSULTANT; or in the event of  
7 CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the  
8 duties hereunder; or if the Agreement is terminated pursuant to Section 17, hereinafter  
9 titled NON-DISCRIMINATION. In such event, CONSULTANT shall not be entitled to  
10 any further compensation under this Agreement. The rights and remedies of DISTRICT  
11 provided in this section shall not be exclusive and are in addition to any other rights and  
12 remedies provided by law or under this Agreement.  
13

14 13. ASSIGNMENT

15 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
16 without the prior written consent of DISTRICT.

17 14. CONFLICT OF INTEREST

18 CONSULTANT covenants that it presently has no interest in, including but not limited  
19 to, other projects or independent contracts and shall not acquire any such interest, direct  
20 or indirect, which would conflict in any manner or degree with the performance of  
21 services required to be performed under this Agreement. CONSULTANT further  
22 covenants that in the performance of this Agreement, no person having any such interest  
23 shall be employed or retained by it under this Agreement.  
24  
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15. JURISDICTION/LAW/SEVERABILITY

1 This Agreement is to be construed in accordance with the laws of the State of California.  
2  
3 If any provision of this Agreement is held by a court of competent jurisdiction to be  
4 invalid, void or unenforceable, the remaining provisions shall be declared severable and  
5 shall be given full force and effect to the extent possible.

6 Any legal action, in law or equity related to the performance or interpretation of this  
7 Agreement shall be filed only in the Superior Court for the State of California located in  
8 Riverside, California, and the parties waive any provision of law providing for a change  
9 of venue to another location. Prior to the filing of any legal action, the parties shall be  
10 obligated to attend a mediation session with a neutral mediator to try to resolve the  
11 dispute.  
12

13 16. WAIVER

14 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
15 Agreement shall not be constructed to be a waiver of any subsequent or other breach of  
16 the same or any other term thereof. Failure on the part of DISTRICT to require exact, full  
17 and complete compliance with any terms of this Agreement shall not be construed as in  
18 any manner changing the terms hereof, or estopping DISTRICT from enforcement  
19 hereof.  
20

21 17. NON-DISCRIMINATION

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

18. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its cost in accordance with this Agreement.

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

SEP 27 2011

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

for Mark A. Wills  
By

WARREN D. WILLIAMS  
General Manager-Chief Engineer

By Marion Ashley

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 Kecia Harper-Ihem  
Deputy

(SEAL)

Multi-Year Consulting Services Agreement FY 11/12, 12/13, 13/14  
Technical Support to Safety Program  
9/12/11  
TLC:blj

**VANDABROOK SAFETY SOLUTIONS**

By *Ken Brooks*  
KEN BROOKS, Safety Consultant

Multi-Year Consulting Services Agreement FY 11/12, 12/13, 13/14  
Technical Support to Safety Program  
9/12/11  
TLC:blj



## **Attachment A**

### **VANDABROOK SAFETY SOLUTIONS SCOPE OF WORK AND WORK PLAN OUTLINE FOR THE SUPPORT OF THE COUNTY OF RIVERSIDE FLOOD CONTROL DISTRICT SAFETY AND ENVIRONMENTAL PROGRAMS**

#### **STATEMENT OF WORK**

Vandabrook Safety Solutions will provide oversight of the Safety and Environmental Programs for the County of Riverside Flood Control and Water Conservation District. We will provide technical assistance and the expertise necessary for the District to comply with all of the applicable Federal and State of California Safety and Environmental laws. It is understood that as the Safety Consultant for the District, our consultant will report to the Chief of the Operations and Maintenance Division and that the contract awarded for safety and environmental consultation services could run continuously through June 2016. The consultant will keep the Chief of Operations apprised of changes to regulations that would have a direct effect on District operations.

#### **Maintenance and Development of the Safety Program**

The State of California has many safety regulations such as the General Industry and Construction Safety Orders that directly affect the District's operations. The consultant will ensure familiarity with all of the applicable safety and environmental regulations and keep the necessary program documentation required by regulation.

The following is a listing of the specific safety program elements that will be administered by Vandabrook Safety Solutions and what the scope of work would be for each of these program elements.

#### **Safety and Operations Manual**

The Consultant will review the District's Safety and Operations Manual for compliance with State of California Safety regulations. Each of the required safety programs such as the District Injury and Illness Prevention Plan, Emergency Action Plan, Heat Illness Prevention Plan, Confined Space Entry Plan, Respirator Protection Program, Hearing Conservation Program and any District Standard Operating Procedures (SOP's) will be reviewed and modified accordingly to make them more comprehensive and to bring them into compliance with regulations.

#### **Hazard Communication Program and MSDS system**

The Safety Consultant will monitor the Hazard Communication Program in accordance with General Industry Safety Order 5194 to ensure that there is a written program present and update the program as necessary. The Chemical Inventory or Product List will be kept up to date as new MSDS sheets are introduced into the system. If new MSDS sheets are needed, the Consultant will contact manufacturers to obtain the MSDS for each chemical as needed. The Consultant will ensure that each MSDS sheet is numbered in accordance with the numbers assigned to the chemical on the Inventory List and that each MSDS sheet is tabbed so it can be easily located in case of emergency. Hazard Communication Training will be accomplished for all employees and the training will be documented. Any chemicals that are no longer in use will be taken out of the MSDS Binder and placed in a "Dead File" according to regulation and kept for 30 years as required.

#### **Hazard Material Business Emergency Plan**

Due to the types and amounts of hazardous chemicals at District Headquarters, a Business Emergency Plan is required. The Business Emergency Plan and Hazardous Materials Inventory information will be updated annually and submitted to the Riverside County Fire Department. The Consultant will do a Chemical Inventory inspection and modify the plan accordingly. We will ensure that the emergency actions in the plan are comprehensive enough so employees can respond to emergency situations such as fires or chemical spills. We will ensure that chemical inventories are stored in accordance with Hazardous Material regulations and that secondary containment of hazardous materials is provided when needed.

#### **Other Safety and Environmental Program Documentation**

Vandabrook Safety Solutions will also monitor other District safety and environmental programs such as the Storm Water Pollution Prevention Plan and Spill Prevention Plan to ensure that they are comprehensive and modified as needed. The Consultant will also monitor the Hearing Conservation Program and take Noise Tests on a periodic basis and set up hearing testing for employees on an annual basis. The Consultant will also monitor the Pressure Vessel Program and set up the necessary pressure vessel assessments to keep the operating permits up to date.

### **Safety Training**

The Consultant will provide a variety of safety training to employees, supervisors and managers throughout the year. The training will be documented for recordkeeping purposes as required. Some of the types of training include IIPP training, Safety Orientation for supervisors, Hazard Communication, Fire extinguisher training, training for the use of respirators, Hearing Conservation training, training for the use of PPE, Confined Space Entry training, Hazardous Material Spill training, Heat Illness Prevention and CPR/First Aid and AED training.

We will also participate in Divisional safety meetings and provide topics for the meetings and take part in Fire Drills and Earthquake emergency evacuation drills.

### **Accident Investigations and Job Hazard Analysis**

We will work with District supervisors and investigate the industrial injuries and vehicle accidents experienced by the District. The Consultant will meet with employees and their supervisors to investigate the accidents and to get the proper information to accomplish the required accident and injury reports. We will determine the root causes for the occurrence of the accidents and injuries and suggest corrective action the District can take to prevent future accidents.

The hazards associated with operational job classifications will be analyzed during field safety inspections. If the accident prevention methods observed during these assessments are not up to standard the Consultant will meet with supervisory and management personnel to suggest what additional steps can be taken to enhance the safety of District employees. We will ensure that the effected operational personnel are made aware of the changes that need to be made to work procedures to enhance the safety of personnel.

### **Industrial Hygiene Support**

Vandabrook Safety Solutions will take the necessary steps to monitor air contaminants that District employees are exposed to and to identify what employees need to wear respirators and perform respirator fit testing and training on an annual basis. We will also keep the necessary training documentation and issue the respirator use cards to employees qualified to wear respirators.

We will also monitor the Hearing Conservation Program and take the necessary field and shop noise monitoring tests as needed. We will keep an inventory of employees in the program and perform annual Hearing Program training. Employees in the program will be scheduled for annual hearing tests and documentation of the monitoring results and annual hearing tests will be kept on file as required.

We will also perform Ergonomic Assessments of employee computer workstations and for employee working in field operations where cumulative trauma injuries can occur. An Ergonomic Assessment report will be accomplished to identify the injury exposures that are present and what corrective actions are necessary to prevent injuries will be listed on the report. Ergonomic assessments will be done for all existing employee workstations and for any new employees during the first week of their hire date. Ergonomic and modular furniture will be adjusted accordingly so that employees have comfortable posture and are ergonomically compliant.

### **Safety and Environmental Inspections**

An annual safety assessment/inspection will be accomplished for the main District office and compound and a report made to list any safety discrepancies and offer recommendations to correct any deficiencies noted during the inspections. All of the required safety programs will be evaluated as part of the administrative safety program and the maintenance shop areas will be inspected for safety compliance. The inspection will also take into account the above ground fuel areas, hazardous waste storage operations and vehicles and

equipment. Field operations will also be inspected periodically and a safety inspection report issued to document those field inspections. Serious safety issues identified during safety inspections will be brought to the attention of management so those issues can be abated as soon as possible. Adverse trends identified during safety inspections will be analyzed and a plan of action to possibly modify operations will be addressed accordingly.

#### **On Site Support of the Safety Program**

Vandabrook Safety Solutions will commit to working on site at 1995 Market Street in Riverside, California at least 16 hours per week in order to accomplish the scope of work outlined in this proposal. We would have no problem working additional hours as needed to accomplish the requirements of the job and we will be available by cell phone for emergency purposes. The hours worked would usually be in the morning but occasionally would be in the afternoon if necessary for example to gather information concerning an accident investigation. We will keep track of all of the hours worked for recordkeeping purposes.

#### **Required Products to be Delivered by Contract**

We will be able to deliver the following products in support of this contract:

- We will draft and finalize written Safety Programs and make revisions to the Safety Operations Manual.
- We will monitor and make updates as needed to the Hazard Communication Program and MSDS database.
- We will update the Business Emergency Plan annually.
- We will make Corrective Action Summaries for safety issues that need to be addressed.
- We will provide the training materials needed for safety training classes
- Job Hazard Analysis reports
- Vehicle Accident and Incident reports
- Ergonomic Assessment reports
- Respirator Fit test records
- Safety and Environmental inspection and assessment reports
- Confined Space entry Procedures approvals and recommendations for contractors and developers
- Other special studies and reports as directed by District Management

## Attachment B

Multi-Year Consulting Services Agreement  
(FY 2011-2014)  
Technical support to Safety Program  
VANDABROOK SAFETY SOLUTIONS

### FEE SCHEDULE

	Weekly Hours	Hourly Rate	Monthly	Amount
<b><u>Standard Rate</u></b>	16	N/A	\$4,160.00	\$49,920.00
1. Based on the majority of work being a consistent monthly effort of 16 hrs/wk				
<b><u>Optional Tasks (As directed by District)</u></b>		\$65.00		\$6,500.00
			<b>TOTAL</b>	<b>\$56,420.00</b>