



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

1163

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 12, 2016

SUBJECT: Approval of Multi-Year Consulting Services Agreement for Safety and Environmental Support Program, 3 years (\$83,616 for FY16/17; \$83,616 for FY17/18; \$83,616 for FY 18/19); [Total \$250,848]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the multi-year Consulting Services Agreement between the District and Vandbrook Safety Solutions; and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which Consultant shall provide consulting services to maintain the District's Safety program.

AMR:rlp
P8/202012

JASON E. UHLEY
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 83,616	\$ 83,616	\$ 250,848	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 83,616	\$ 83,616	\$ 250,848	\$ N/A	

SOURCE OF FUNDS: 15100-947200-525440 Administration – Professional Services	Budget Adjustment: No
	For Fiscal Year: 16/17, 17/18, 18/19

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 12, 2016
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11-6

FORM APPROVED COUNTY COUNSEL
BY:
GREGORY P. PRIAMOS
DATE: 7/14/16

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY:
JEANINE J. REY
4/21/16

- A-30
- 4/5 Vote
- Positions Added
- Change Order

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

FORM 11: Approval of Multi-Year Consulting Services Agreement for Safety and Environmental Support Program, 3 years (\$83,616 for FY16/17; \$83,616 for FY17/18; \$83,616 for FY 18/19); [Total \$250,848]; District Funds 100%

DATE: July 12, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

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 Agreement as to legal form and the Consultant has executed the Agreement.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding will be included in the proposed budget(s) for Fiscal Years 2016-2017 through 2018-2019.

Contract History and Price Reasonableness

In accordance with the purchasing guidelines, on July 1, 2015 the District released Request for Proposal FCARC-106 for Safety and Environmental Program Support on the District's website from July 1, 2015 through July 23, 2015. Three (3) vendors responded and submitted their proposals. All qualifying bids were evaluated based on pre-established criteria such as bidder's experience, ability, qualifications, and cost. Vandabrook Safety Solutions was selected as the lowest, responsive bidder with a not to exceed cost of \$83,616 for Fiscal Years 2016-2017, 2017-2018 and 2018-2019.

ATTACHMENT:

1. Multi-Year Consulting Services Agreement

CONSULTING SERVICES AGREEMENT
Safety and Environmental Program Support
(FY 2016/17 through FY 2018/19)

The 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 safety and environmental program support to maintain the DISTRICT'S Safety Program and in accordance with applicable federal, state, and local laws and regulations.
2. SCOPE OF SERVICES – DISTRICT hereby retains CONSULTANT, as an independent consultant, to furnish tools, equipment, facilities, materials, labor and incidentals necessary to perform in a complete, skillful and professional manner those services set forth 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 a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed. The term of this Agreement shall commence July 1, 2016 and shall terminate at midnight on June 30, 2019.
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 amount of compensation paid to CONSULTANT for performance of safety and environmental program services approved pursuant to this

JUL 1 2 2016 11-6

1 Agreement shall not exceed: i) eighty-three thousand six hundred sixteen dollars (\$83,616)
 2 in any given fiscal year, and ii) the total sum of two hundred fifty thousand eight hundred
 3 forty-eight dollars (\$250,848) over the entire term of this Agreement.

- 4 5. PAYMENT – Upon satisfactory performance of CONSULTANT'S services as set forth
 5 herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S
 6 receipt of CONSULTANT'S appropriate monthly invoice(s). DISTRICT shall not pay
 7 interest or finance charges on any outstanding balance(s). CONSULTANT shall keep
 8 employee and expense records according to customary accounting methods and such records,
 9 upon request, shall be made available for inspection by DISTRICT to verify the
 10 CONSULTANT'S invoice(s). All invoices shall itemize charges to conform to the portion(s)
 11 of services and costs as set forth in Attachments "A" and "B".

12 Except as specifically provided for and stated in this Agreement or Attachment "B", the
 13 DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses
 14 related to this Agreement.
 15

- 16 6. LICENSES – CONSULTANT, its employees, agents and subcontractors shall possess and
 17 maintain all necessary permits, approval, certificates, waivers and exemptions as may be
 18 required by the applicable Federal, State and local regulations while performing services
 19 under this Agreement.
 20

- 21 7. NOTICES – Any and all notices sent or required to be sent to the parties of this Agreement
 22 will be mailed by first class mail, postage prepaid, to the following addresses:
 23

24 RIVERSIDE COUNTY FLOOD CONTROL
 25 AND WATER CONSERVATION DISTRICT
 26 1995 Market Street
 Riverside, CA 92501
 Attn: Finance

VANDABROOK SAFETY
 SOLUTIONS
 845 Bogey Drive
 Beaumont, CA 92223
 Attn: Kenneth Brooks

1 8. INSURANCE – CONSULTANT shall not commence operations until DISTRICT has been
2 furnished with original certificate(s) of insurance and original certified copies of
3 endorsements and if requested, certified original policies of insurance including all
4 endorsements and any and all other attachments as required in this Section.

5 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold
6 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained,
7 at its sole cost and expense, the following insurance coverages during the term of this
8 Agreement:
9

10 A. Workers' Compensation

11 If CONSULTANT has employees as defined by the State of California,
12 CONSULTANT shall maintain statutory Workers' Compensation Insurance
13 (Coverage A) as prescribed by the laws of the State of California. Policy shall
14 include Employer's Liability (Coverage B) including Occupational Disease with
15 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to
16 waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed
17 Servant/Alternate Employer endorsement.
18

19 B. Commercial General Liability

20 Commercial General Liability insurance coverage, including but not limited to,
21 premises liability, unmodified contractual liability, products and completed
22 operations liability, personal and advertising injury, and cross liability coverage,
23 covering claims which may arise from or out of CONSULTANT'S performance of
24 its obligations hereunder. Policy shall name the Riverside County Flood Control
25 and Water Conservation District, the County of Riverside, its agencies, districts,
26 special districts, and departments, their respective directors, officers, Board of
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Supervisors, employees, elected or appointed 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, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as additional insureds.

D. General Insurance Provisions – All Lines

- i. 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.

1 ii. CONSULTANT must declare its insurance self-insured retention for each
2 coverage required herein. If any such self-insured retention exceeds
3 \$500,000 per occurrence each such retention shall have the prior written
4 consent of the County Risk Manager before the commencement of
5 operations under this Agreement. Upon notification of self-insured
6 retention deemed unacceptable to DISTRICT, and at the election of the
7 County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce
8 or eliminate such self-insured retention with respect to this Agreement with
9 DISTRICT, or 2) procure a bond which guarantees payment of losses and
10 related investigations, claims administration, and defense costs and
11 expenses.

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13 iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT
14 with 1) a properly executed original certificate(s) of insurance and certified
15 original copies of endorsements effecting coverage as required herein; and
16 2) if requested to do so orally or in writing by the County Risk Manager,
17 provide original certified copies of policies including all endorsements and
18 all attachments thereto, showing such insurance is in full force and effect.
19 Further, said certificate(s) and policies of insurance shall contain the
20 covenant of the insurance carrier(s) that a minimum of thirty (30) days
21 written notice shall be given to the DISTRICT prior to any material
22 modification, cancellation, expiration or reduction in coverage of such
23 insurance. If CONSULTANT insurance carrier(s) policies does not meet
24 the minimum notice requirement found herein, CONSULTANT shall cause
25 CONSULTANT'S insurance carrier(s) to furnish a 30 day Notice of
26 CONSULTANT'S insurance carrier(s) to furnish a 30 day Notice of
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1 Cancellation Endorsement. In the event of a material modification,
2 cancellation, expiration or reduction in coverage, this Agreement shall
3 terminate forthwith, unless DISTRICT receives, prior to such effective date,
4 another properly executed original certificate of insurance and original
5 copies of endorsements or certified original policies, including all
6 endorsements and attachments thereto, evidencing coverages set forth
7 herein and the insurance required herein is in full force and effect. An
8 individual authorized by the insurance carrier to do so on its behalf shall
9 sign the original endorsements for each policy and the certificate of
10 insurance.
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12 iv. It is understood and agreed by the parties hereto that CONSULTANT'S
13 insurance shall be construed as primary insurance, and DISTRICT'S
14 insurance and/or deductibles and/or self-insured retentions or self-insured
15 programs shall not be construed as contributory.
16

17 v. 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 coverage currently required herein, if, in the County Risk
25 Manager's reasonable judgment, the amount or type of insurance carried by
26 CONSULTANT has become inadequate.
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- 1 vi. CONSULTANT shall pass down the insurance obligations contained herein
2 to all tiers of subcontractors working under this Agreement.
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4 vii. The insurance requirements contained in this Agreement may be met with
5 a program(s) of self-insurance acceptable to DISTRICT.
6
7 viii. CONTRACTOR agrees to notify DISTRICT of any claim by a third party
8 or any incident or event that may give rise to a claim arising from the
9 performance of this Agreement.

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

18
19 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
20 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
21 DISTRICT (its officers, Board of Supervisors, elected and appointed officials, employees,
22 agents and representatives) in any claim, proceeding or action for which indemnification
23 is required.
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25 With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT
26 shall, at its sole cost, have the right to use counsel of their own choice and shall have the
27 right to adjust, settle, or compromise any such claim, proceeding or action without the prior
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1 consent of DISTRICT; provided, however, that such adjustment, settlement or compromise
2 in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification
3 obligations to DISTRICT.

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

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

11 In the event there is conflict between this section and California Civil Code Section 2782,
12 this section shall be interpreted to comply with California Civil Code Section 2782. Such
13 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the
14 fullest extent allowed by law.

15
16 10. TERMINATION – At any time during the term of this Agreement, DISTRICT may:

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

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25 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i)
26 stop all work under this Agreement on the date specified in the Notice of
27 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the
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1 extent, if any, as directed by DISTRICT, any equipment, data or reports which,
2 which, if the Agreement had been completed, would have been required to be
3 furnished to DISTRICT.

4 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment
5 for all services performed in accordance with this Agreement to the date of
6 termination and at the costs set forth in Attachment "B". Notwithstanding any of
7 the other provisions of this Agreement, CONSULTANT'S rights under this
8 Agreement shall terminate (except for fees accrued prior to the date of termination)
9 upon dishonesty, or a willful or material breach of this Agreement by
10 CONSULTANT; or in the event of CONSULTANT'S unwillingness or inability
11 for any reason whatsoever to perform the duties hereunder; or if the Agreement is
12 terminated pursuant to Section 15 (NON-DISCRIMINATION). In such event,
13 CONSULTANT shall not be entitled to any further compensation under this
14 Agreement. The rights and remedies of DISTRICT provided in this section shall
15 not be exclusive and are in addition to any other rights and remedies provided by
16 law or under this Agreement.

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- 19 11. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by
20 CONSULTANT without the prior written consent of DISTRICT.
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- 22 12. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of
23 CONSULTANT shall act at all times in an independent capacity during the term of this
24 Agreement and in the performance of the services to be rendered hereunder and shall not
25 act as or shall not be and shall not in any manner be considered employees or agents of
26 DISTRICT.
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1 13. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
2 accordance with the laws of the State of California. If any provision of this Agreement is
3 held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining
4 provisions shall be declared severable and shall be given full force and effect to the extent
5 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 of
9 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 dispute.
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12 14. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
13 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
14 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
15 full and complete compliance with any terms of this Agreement shall not be construed as
16 in any manner changing the terms hereof or estopping DISTRICT from enforcement
17 hereof.
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19 15. NON-DISCRIMINATION – In the performance of the terms of this Agreement,
20 CONSULTANT shall not engage in nor permit others he may employ to engage in
21 discrimination in the employment of persons because of the race, color, national origin or
22 ancestry, religion, physical handicap, disability as defined by the Americans with
23 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
24 accordance with the provision of California Labor Code Section 1735.
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26 16. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no interest,
27 including but not limited to, other projects or independent contracts, and shall not acquire
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1 any such interest, direct or indirect, which would conflict in any manner or degree with the
2 performance of services required to be performed under this Agreement. CONSULTANT
3 further covenants that in the performance of this Agreement, no person having any such
4 interest shall be employed or retained by it under this Agreement.

5 17. CONDUCT OF CONSULTANT – CONSULTANT shall not, under circumstances which
6 could be interpreted as an attempt to influence the recipient in the conduct of his/her duties,
7 accept any gratuity or special favor from individuals or firms with whom CONSULTANT
8 is doing business or proposing to do business, in accomplishing the work under this
9 Agreement.
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11 CONSULTANT or its employees shall not offer gifts, gratuity, favors, and entertainment
12 directly or indirectly to DISTRICT employees.

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

23 19. RECORDS AND DOCUMENTS – CONSULTANT shall make available, upon written
24 request by any duly authorized Federal, State or local government agency, a copy of this
25 Agreement and such books, documents and records as are necessary to certify the nature
26 and extent of the CONSULTANT'S costs related to this Agreement. All such books,
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1 documents and records shall be maintained by CONSULTANT for at least five (5) years
2 following termination of this Agreement and be available for audit by DISTRICT.
3 CONSULTANT shall provide to the DISTRICT reports and information related to this
4 Agreement as requested by DISTRICT.
5

6 20. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
7 obligation(s) of DISTRICT are limited by and contingent upon the availability of
8 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such
9 funds are not forthcoming for any reason, DISTRICT shall immediately notify
10 CONSULTANT in writing. This Agreement shall be deemed terminated and have no
11 further force and effect immediately on receipt of DISTRICT'S notification by
12 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
13 reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and
14 PAYMENT).
15

16 21. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and
17 Attachment "A" or Attachment "B", the terms of this Agreement shall govern. In the event
18 of any conflict between Attachment "A" and Attachment "B", Attachment "A" shall
19 govern.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

JUL 12 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By J. Uhley
JASON E. UHLEY
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:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Gregory Priamos
NEAL KIPNIS
Deputy County Counsel

By Kecia Harper-Ihem
Deputy

(SEAL)

Consulting Services Agreement
w/Vandabrook Safety Solutions
06/08/16
AMR:rlp

VANDABROOK SAFETY SOLUTIONS

By: *Ken Brooks*
KENNETH BROOKS
Sole Proprietor

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Consulting Services Agreement
w/Vandabrook Safety Solutions
06/08/16
AMR:rlp

ATTACHMENT A
SCOPE OF SERVICES FOR SAFETY CONSULTANT SERVICES

The Consultant shall provide the Riverside County Flood Control and Water Conservation District (District) with the technical support necessary to maintain a safety and environmental program that complies with all applicable local, state, and federal regulations. The Consultant shall function as the District's Safety Coordinator in support of the Chief for Operations and Maintenance Division who is also the District's Safety Manager. Consultant shall perform the following:

PROGRAM DOCUMENTATION DEVELOPMENT AND MAINTENANCE

The Consultant shall provide technical services to assure the District's safety and environmental program documentation continues to be compatible and up to date with new or revised regulations and changes in District processes, organizational structure, or responsibilities.

Safety and Operations Manual

The Consultant shall monitor regulatory changes and recommend updates to the Safety and Operations Manual to reflect changes in safety and environmental regulations affecting the District's program and method of operations. The Consultant shall also recommend refinements and revisions to existing procedures based on feedback from implementing organizations and operational experience.

Material Safety Data Sheet System

The Consultant shall maintain the MSDS system as new chemicals are added to or existing chemicals are deleted from District processes. The Consultant shall 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 and recommend personal protective equipment requirements for use in District applications.

Hazardous Material Business Emergency Plan

The Consultant shall prepare an annual update to the District's Hazardous Material Business Emergency Plan for submittal to the Riverside County Fire Department.

Other Program Documentation

The Consultant shall develop documentation to satisfy existing regulations, and maintain and update program documentation as necessary or as requested by District management. Examples include the District's Spill Prevention, Control, and Countermeasures Plan, Storm Water Pollution Prevention Plan, Pressure Vessel Inventory with date of Cal/OSHA certification expiration, and a list of employees in the Hearing Conservation Program.

SAFETY TRAINING

The Consultant shall provide the following safety training classes and support to the District employees:

- New Employee Injury and Illness Prevention Program – Quarterly
- New Supervisor Safety and Operations Manual Orientation – As Needed
- Hazard Communication – Annually or More Frequently As Needed

- Fire Extinguisher Usage – Annually
- Respirators – Annually
- Hearing Conservation – Annually
- Hot Work – Annually
- Personal Protective Equipment – Annually
- Electrical Safety – Annually
- Confined Space Entry for Inspectors – Annually
- Confined Space Entry for Surveys Personnel – Annually
- Confined Space Entry for Maintenance Personnel – Annually
- Spill Notification and Clean-up – Annually
- CPR/First Aid/Bloodborne Pathogens/AED – Annually
- Heat Illness Prevention – Annually
- 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

JOB HAZARD ANALYSIS AND ACCIDENT INVESTIGATION

The Consultant shall review job hazards identified during safety inspections and discussions with District personnel or as directed by District management. The Consultant shall 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.

The Consultant shall coordinate suggestions with affected personnel and management to assure process changes will be accepted and implemented. The Consultant shall follow-up to assure process changes are effective.

The Consultant shall conduct accident investigations, determine the root cause of accidents or injuries, and develop options to reduce the probability of future accidents.

INDUSTRIAL HYGIENE SUPPORT

As required, the Consultant shall coordinate sampling to quantify District employees' exposure to air contaminants.

With input from Supervisors, the Consultant shall identify employees who are exposed to significant air contaminants and need to be wear respirators. The Consultant shall conduct annual Respirator comfort and fit testing for designated employees and issue respirator cards for employees authorized to wear respirators.

The Consultant shall coordinate annual hearing tests and health examinations for District employees in the Hearing Conservation and Respirator Programs, assure documentation satisfies Cal/OSHA regulations and is provided to the District's Human Resources for inclusion in personnel files.

The Consultant shall monitor noise levels of District equipment and tool and recommend appropriate controls to minimize the effects of noise exposure on District personnel. Together with supervisors, the Consultant shall conduct ergonomic 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. Ergonomic evaluations shall be conducted for new employees, existing employees who change workstations, or whenever requested by employees.

SAFETY AND ENVIRONMENTAL INSPECTIONS

The Consultant shall conduct safety and environmental inspections of main office compound and field operations to assure compliance with regulations and Safety and Operations Manual policies and procedures.

The Consultant shall inspect above ground storage tanks and hazardous waste storage operations.

The Consultant shall classify the results as system or personnel problems and develop corrective action plans to correct system's issues.

The Consultant shall analyze the results to determine if personnel problem trends exist and suggest additional training, or other action to correct adverse trends.

ON-SITE SUPPORT

The Consultant shall provide on-site technical safety and environmental support in sufficient hours (no less than 24 hours/week) to satisfy the specifics of this Statement of Work. The support will take place at 1995 Market Street, Riverside, CA, the District's main office compound and in the field at various Flood Control facilities, as needed.

The Consultant shall 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: supporting District personnel entry into confined spaces, review and approval recommendations on Consultant or developer confined space entry procedures, and support in responding to Cal/OSHA inquiries. Consultant personnel shall also be available to District personnel by phone in case of emergencies.

DELIVERABLES

The Consultant shall provide the following deliverables in support of this contract:

- Draft and final versions of revisions to the Safety and Operations Manual procedures
- MSDS system updates
- Hazardous Material Business Emergency Plan
- Corrective Action Summaries

- Training materials, handouts, quizzes, attendance records, etc. for training classes listed under paragraph above
- Job hazard analysis reports and Job Hazard Matrix updates
- Accident/Incident Investigation Reports
- Ergonomics Evaluations Reports
- Respirator Fit Test Records
- Safety and Environmental Inspection documentation and reports
- Contractor/Developer Confined Space Entry Procedure comments and approvals and recommendation memorandum.
- Other special reports or studies requested by District management

ATTACHMENT B

FEE SCHEDULE

VANDABROOK SAFETY SOLUTIONS
Multi-Year Consulting Services Agreement
Fiscal years 2016-2017 through 2018-2019
Safety and Environmental Support Program

<u>Description</u>	<u>Weekly Hours</u>	<u>Hourly Rate</u>	<u>Monthly</u>	<u>Extended Amount for the year</u>
<u>Standard Rate</u> Based on the majority of work being a consistent monthly effort of a " <u>not to exceed</u> " 24 hours per week	24	\$67.00	\$6,968.00	<u>\$83,616.00</u>
<u>TOTAL</u>				<u>\$83,616.00</u>

The Consultant will Invoice the District monthly based on hours worked and the Invoice is not to exceed the maximum amount of \$6,968.00 per month.