

**Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 30952 (GILES 665303)
- 2.** Approved Service Order No. 3
- 3.** Consultant's Name: BSI Services and Solutions (West), Inc. (BSI)
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- 4.** Project Name: Review and Update of ESD's Safety Training Program ("Project")
- 5.** Project Location: City of San Jose – Environmental Services Department
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.
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7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	280,212
b. Maximum Service Order Compensation for this Approved Service Order:	\$	24,755
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	255,457

- d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 513 Appn: 0762 RC: 200219 Amount: \$24,755

Authorized Signature: *Karen V. Evans* Date: _____
Karen Evans (10/18/2021)
Email: karen.evans@sanjoseca.gov

8. Division Analyst Approval: *Mathew Chacko* Date: _____
Mathew Chacko (10/18/2021)
Email: mathew.chacko@sanjoseca.gov

9. Consultant Approval: *Christopher S. Clasen* Date: _____
chris.clasen@bsigroup.com (10/18/2021)
Email: chris.clasen@bsigroup.com

10. Approval as to Form (City Attorney):

- Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: _____ Date: _____
(Sr.) Deputy City Attorney

11. City Director Approval: *Cathy Correia* Date: _____
Cathy Correia (10/19/2021)
Email: cathy.correia@sanjoseca.gov

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: BSI will conduct a gap analysis of ESD's Safety Trainings and update ESD's Safety Training Matrix.

Task No. 1: Update ESD's Safety Training Requirements

A. Services:

1. Create one updated safety training matrix, identifying training drivers and requirements for ESD (multiple page Microsoft Excel Workbook).
2. Compare existing courses vs updated regulatory requirements to show a gap analysis.
3. Provide 2 drafts of the safety training matrix; the first to combine several old documents into an updated, more readable format, and the second, to gather any additional needs from the ESD Training Group.

Assumptions:

- The primary intended audience is the ESD Training Group, who is currently using the EZLCMS document. BSI will collaborate with ESD Safety to obtain suggested improvements to this format.
- PM meetings will be held to touch base (e.g., format, training drivers/gaps, 1st/2nd draft).
- The matrix format will associate work section, job classification, and regulatory training requirement to a course name and frequency. Existing data on students (Employee names in the Group) does not need to be maintained by BSI.
- The Regional Wastewater Facility (RWF) is an essential/critical site; emergency response training is assumed to apply to most or all personnel (e.g., fire extinguishers). BSI will exercise professional judgement to define best management practices (BMP) for personnel at other ESD sites (i.e., City Hall and Municipal Water).

Cost:

- Fixed fee not to exceed the compensation stated in Attachment C.

B. Deliverables:

1. Report of gap analysis for existing courses vs updated regulatory requirements
2. Updated ESD Safety Training Matrix

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date:
- On or before 60 Business Days from project initiation.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Behilma Magday	Phone No.: 408-975-2593
Department: Environmental Services Department	E-mail: behilma.magday@sanjoseca.gov
Address: 200 E. Santa Clara St., 10 th Fl, San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Chris Clasen	Phone No.: 970-225-1593			X
Address: 2150 North 1 st Street, #450, San Jose , CA 95131	E-mail: chris.clasen@bsigroup.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Andrew Cowley	Task 1			X
2. Riccardo Simpson	Task 1			X

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input checked="" type="checkbox"/> Completion of Work	\$24,755
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$0
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			\$0
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$24,755