

**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

**2.** Approved Service Order No. 6

**3.** Consultant's Name: BSI America Professional Services, Inc. (BSI)

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**4.** Project Name: Temporary Safety Coverage ("Project")

**5.** Project Location: San José-Santa Clara Regional Wastewater Facility – 700 Los Esteros Road, San José, CA 95134

**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), "C" (Compensation Table), and "D" (Anticipated Job Duties), which are incorporated herein by references.

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**7.** Budget/Fiscal:

|   |    |         |
|---|----|---------|
| a. Current <b>unencumbered</b> amount in Master Agreement:                    | \$ | 242,019 |
| b. <b>Maximum Service Order Compensation for this Approved Service Order:</b> | \$ | 183,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b):                  | \$ | 59,019  |

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: 961800                      Amount: \$183,000

**Authorized Signature:**

Date: \_\_\_\_\_

*Sanjay Krishnaswamy*

Email: renato.moreno@sanjoseca.gov

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**8. Division Analyst Approval:**

Date: \_\_\_\_\_

*Renato Moreno*

Email: sanjay.krishnaswamy@sanjoseca.gov

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**9. Consultant Approval:**

*Christopher S. Clasen*

Email: chris.clasen@bsigroup.com

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Date: \_\_\_\_\_

**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: \_\_\_\_\_

*Cameron Day*

Email: cameron.day@sanjoseca.gov

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Deputy City Attorney

**11. City Director Approval:** Date: \_\_\_\_\_

*Napp Fukuda*

Email: napp.fukuda@sanjoseca.gov

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## 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.

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**General Description of Project for which Consultant will Provide Services:** The City requires environmental health and safety (EH&S) support and compliance support services for their operations at the San José-Santa Clara Regional Wastewater Facility (RWF). BSI (the Consultant) will resource a safety professional to provide temporary safety coverage for the RWF.

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### Task No. 1: Temporary Safety Coverage

#### A. Services:

The Consultant will provide the following:

- Up to 20 weeks of service by a consultant working up to 1.0FTE (i.e. 40 hours per week) of support until the RWF decides to end or extend the back-up coverage.
- The Consultant will start work within two (2) weeks from a signed Service Order and will continue until compensation is exhausted, or RWF terminates this task.
- The Consultant will perform job duties as assigned under the direction of the Environmental Compliance Officer or their delegated supervisor. Anticipated job duties are those described in Attachment D – Anticipated Job Duties.
- The Consultant will provide services from 8:00 a.m. – 5:00 p.m., Monday through Friday or as scheduled in agreement with RWF and Consultant.
- The Consultant will be selected by RWF after screening several candidates and their potential to perform the assigned job duties.
- The Consultant will be compensated on a time and materials basis up to \$183,000 according to Exhibit B, Schedule of Rates and Charges of the Master City of San Jose Consultant Agreement (Agreement).
- RWF retains the discretion to terminate support during the service term in accordance with Agreement.

#### B. Deliverables:

Providing one to two (1-2) consulting safety professional who provides outsourced services.

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

- On or before the following date: \_\_\_\_\_.
- On or before: 20 weeks from the start of work.

## 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:<br><a href="mailto:behilma.magday@sanjoseca.gov">behilma.magday@sanjoseca.gov</a> |
| Address: 200 E. Santa Clara St., 10 <sup>th</sup> 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>       |                     |    |
|--|---|---|---------------------|----|
| <u>0809181316 Consultant's Contract Manager</u>                          |   | Yes<br>Already<br>Filed<br>(Date Filed) | Yes<br>Need to File | No |
| Name: Chris Clasen   | Phone No.: 970-225-1593   |   |                     | X  |
| Address: 2150 North 1 <sup>st</sup> Street,<br>#450, San Jose , CA 95131 | E-mail:<br><a href="mailto:chris.clasen@bsigroup.com">chris.clasen@bsigroup.com</a> |   |                     |    |
| <u>Other Staffing</u>  |   |   |                     |    |
| <u>Name:</u>   | <u>Assignment:</u>  |   |                     |    |
| 1. Elizabeth Kenton  | Task 1  |   |                     | X  |
| 2. John Nelson   | 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. None                     |                     |
| 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. None                                   | _____          |
| 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 checked="" type="checkbox"/> Time & Materials | <input type="checkbox"/> Fixed Fee | <input checked="" type="checkbox"/> Monthly   | <input type="checkbox"/> Completion of Task(s) | <input type="checkbox"/> Completion of Work | \$183,000        |
|  | <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 <b>not</b> 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              |
| <b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):  |  |                                    |   |  |   | <b>\$183,000</b> |

## Attachment D: Anticipated Job Duties

- 1) Provide technical guidance and expertise on a range of Environmental Health & Safety (EH&S) topics such as Lock Out/Tag Out (LOTO), confined space entry, machinery safety, fall protection, hazardous materials management, and other industrial safety program elements
- 2) Interpret and determine compliance of operations, projects, and/or facility conditions to federal, state and local laws, code, regulations, and other standards
- 3) Perform and/or review EH&S inspections/audits/assessments
- 4) Review and provide recommendations and/or update the guidance on personal appliances
- 5) Review and provide recommendations and/or update the RWF's Emergency Preparedness Program
- 6) Review and provide recommendations and/or updated the Injury and Illness Prevention Program
- 7) Respond to and assist the RWF with emergencies and/or incidents
- 8) Attend and/or assist in facilitating safety meetings
- 9) The consultant shall provide support services for the RWF Capital Improvement Program (CIP) on the following:
  - o Coordination with the CIP Safety Officer
  - o Support and/or sign off on Process Shutdown Requests (PSR)
  - o Attendance at PRS Meetings, as needed
  - o Support on coordinating and interpreting City safety policies
  - o Review and assist in updating CIP's Incident Communication Plan
  - o The work submitted to any 3<sup>rd</sup> party for regulatory purposes will be reviewed for Quality by a Specialist or Technician and a Principal Consultant.
- 10) EH&S Program Gap Analysis (Assessment) - The Consultant shall conduct an internal EH&S compliance program gap analysis of the RWF Safety Program. The objective of the Assessment is to identify system level gaps and regulatory EH&S compliance, recommending potential areas for improving the organization. The Consultant shall develop a timetable for any recommended changes that explains low to high priority areas. The Consultant shall submit one draft of the deliverables to the RWF for review and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the RWF.
  - o Within 5 weeks from the start of work, the Consultant shall initiate a recommended Assessment schedule and scope of work approved by the City.
  - o The work will be reviewed for quality by a Specialist or Technician and a Principal Consultant.
- 11) On-Boarding Plan for the Safety Officer Position at the RWF - The consultant shall develop an "on-boarding" and work transition plan for the Safety Officer the City is in the process of recruiting. The plan should analyze the entirety of the oversight responsibilities for the Safety Officer and the EH&S Program Gap Analysis (Assessment) making recommendations on an appropriate division of labor for the group comprised of a Senior Analyst (Safety Officer) and two Environmental Services Specialist (junior level safety staff).
  - o Within five (5) weeks from the completion of the Assessment, the consultant shall provide the on-boarding plan which should include a description of ideal certifications, experience, and skill sets for each position, with recommendations for existing job descriptions.
  - o Within two (2) weeks of the Completion time, the work transition plan will include a summary of the work performed from this Service Order and any outstanding actions or Assessment recommendations to be carried-forward to the Safety Officer

Master Agreement AC No.: 30952  
Consultant: BSI  
Service Order No.: 6

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- The Consultant shall submit one draft of the plan to the RWF for review and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the RWF.
- The work will be reviewed for Quality by a Principal Consultant.