

Master City of San José Consultant Agreement

(Non-Capital Projects)

Amendment to Approved Service Order - Cover Page

- 1a. Intentionally Omitted.** **1b. Master Agreement AC No.:** 30952/ GILES No. 665303
2. First Second Third Amendment to Approved Service Order No. 6
3. Consultant's Name: BSI America Professional Services, Inc. (BSI)
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4. The above-referenced Approved Service Order is amended as follows:

- 4a. Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Budget/Fiscal Attachment Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.
- 4b. Tasks - Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.
- 4c. Compensation Table - Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.
- 4d. Anticipated Job Duties - Attachment D:** The original First Revised Second Revised Attachment D is amended to read as set forth in the attached First Second Third Revised Attachment D.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. Consultant Approval:



Email: chris.clasen@bsigroup.com
Date: 12/14/2022 GMT

7. **Approval as to Form (City Attorney):**

Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:
Deputy City Attorney:

Matthew Tolnay

Email: matthew.tolnay@sanjoseca.gov
Date: 12/20/2022 GMT

8. **City Director Approval:**

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 12/20/2022 GMT

First **Second** **Third** **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$183,000 to \$350,794.

Appropriation Certification: I certify that an unexpended appropriation in the amount of the increased 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: \$167,794.00

Authorized Signature:

Renata Moreno

Email: renato.moreno@sanjoseca.gov
 Date: 12/14/2022 GMT

3. If the Maximum Service Order Compensation is being increased, the unencumbered amount in the Master Agreement is sufficient as follows:

a.	Current unencumbered amount in Master Agreement:	\$	262,519.00
b.	Increase in the Maximum Service Order Compensation:	\$	167,794.00
c.	New unencumbered balance in Master Agreement	\$	94,725.00

First **Second** **Third** **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 6a issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Task No. 1, entitled “Temporary Safety Coverage,” is amended as follows:

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: February 28, 2023.

On or before ____ weeks from the start of work.

First **Second** **Third** **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 6a issued pursuant to the Master Agreement.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	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	\$350,794.00
	<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:	\$
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) sub-consultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$350,794.00

First **Second** **Third** **Revised Attachment D: Anticipated Job Duties**

This Revised Attachment D is attached to the First Second Third amendment to Approved Service Order No. 6a issued pursuant to the Master Agreement.

- 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:
 1. Coordination with the CIP Safety Officer
 2. Support and/or sign off on Process Shutdown Requests (PSR)
 3. Attendance at PRS Meetings, as needed
 4. Support on coordinating and interpreting City safety policies
 5. Review and assist in updating CIP's Incident Communication Plan
 6. The work submitted to any 3rd party for regulatory purposes will be reviewed for Quality by a Specialist or Technician and a Principal Consultant.
- 10) EH&S Program Gap Analysis - The Consultant shall conduct an internal EH&S compliance program gap analysis ("Compliance Assessment") of the RWF Safety Program. The objective of the Compliance Assessment is to identify system level gaps and regulatory EH&S compliance, recommending potential areas for improving the RWF Safety Program. The Consultant shall develop a timetable for any recommended changes that explains low to high priority areas. The Consultant shall compile the findings, recommendations, and timetable from the Compliance Assessment into a Compliance Assessment Report. The Consultant shall submit one draft of the Compliance Assessment Report to the RWF for review and then a final Compliance Assessment Report (one hard copy and one electronic copy) that incorporates and responds to any comments made by the RWF. The Compliance Assessment Report must adhere to and address the following scope;
 1. The Consultant will conduct written reviews of safety programs as directed by the City.
 2. The Consultant will develop a legal register to define the safety regulatory requirements by

Division. The legal register will be in the format of a spreadsheet listing the local, State or Federal legal requirements.

3. Conduct a Compliance Assessment to identify issues with legal and regulatory requirements.

- The Assessment will be conducted by onsite BSI staff.
- The Assessment will use a legal register to identify applicable areas, Division stakeholders, and priorities to perform the work.
- The Assessment will be scheduled with City employees through November 30, 2022.
- The Assessment draft will be delivered by December 23, 2022.

11) On-Boarding Plan for the Safety Officer Position at the RWF – BSI onsite staffing will transition out from onsite support to an as needed basis according to the “calendar” for the Safety Officer recruitment as directed by the City. The Consultant will gradually reduce staff time onsite during the “onboarding” of the new Safety Officer and completion of the Compliance Assessment. The Consultant shall collaborate with the Environmental Compliance Officer and the Safety group during the hiring and “on-boarding” process of the new Safety Officer. The Consultant will transition any outstanding work tasks and information to the new Safety Officer and Environmental Compliance Officer. .