

**DRAFT SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND BSI AMERICA PROFESSIONAL SERVICES, INC.**

This Second Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation for the state of California, and BSI AMERICA PROFESSIONAL SERVICES, INC. ("CONSULTANT"), a California corporation.

WHEREAS, the CITY and CONSULTANT entered into an Agreement on 07/12/2022, whereby CONSULTANT would provide professional services in relation to safety and loss control ("Agreement"); and

WHEREAS, the CITY and CONSULTANT entered into a First Amendment to the Agreement on 09/04/2024 to add additional scope of work and increase the Compensation by \$140,000; and

WHEREAS, City wishes to add services and extend the agreement for an additional one-year period, and CITY and CONSULTANT now agree that a second amendment to the Agreement is advisable;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Section 1 entitled "Time for Performance" is hereby amended, in part, to read as follows:

1. Time for Performance

[Replace this section with the following:]

The term of this Agreement shall be four (4) years from the execution date, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A," "A-1," and "A-2."

2. Section 4 entitled "Compensation" is hereby amended, in part, to read as follows:

4. Compensation

[Replace the first paragraph of this section with the following:]

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B", Exhibit "B-1", and Exhibit "B-2". Total compensation shall not exceed Five Hundred Twenty-Eight Thousand Seven Hundred Fourteen Dollars (\$528,714.00).

3. Exhibit "A-2," entitled "Scope of Services– July 2025 to July 2026," is attached hereto and incorporated into this Agreement.

4. Exhibit "B-2," entitled "Compensation Schedule," is attached hereto and incorporated into this Agreement.

5. All other terms and conditions in the Agreement remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF SUNNYVALE ("CITY")

BSI AMERICA PROFESSIONAL
SERVICES, INC. ("CONSULTANT")

By _____
City Manager

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

By _____

Name and Title

ATTEST:

By _____
City Clerk

Exhibit A-2

Scope of Services– July 2025 to July 2026

- 1) PM and As-Needed Consulting Support (reoccurring)
 - a. PM Time:
 - i. Per MSA, 2 hours/week (assuming 48 weeks of support) for the one-year extension: **\$27,264** Note: Certain weeks may not require 2 hours of support, others may require more.
 - b. As-Needed Support:
 - i. Tasks which are not specifically scoped (e.g., support for Workplace Violence Prevention, new Cal/OSHA regulations/requirements, utilizing BSI's subject matter expert for complex regulatory questions from the City, etc.).
 - ii. overall budget of **\$2,500** is being recommended. If budget is not utilized, it can be reallocated for other support.
- 2) Facility Inspections (reoccurring)
 - a. Conduct facility inspections as directed by City consistent with Cal/OSHA's Injury and Illness Prevention standard (§3203) requires 'procedures for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.'
 - b. \$3,750 per inspection/13 inspections total: **\$48,750**
- 3) Environmental, Health, and Safety (EHS) Program Development (ongoing)
 - a. For programs that are not completed before the 1- year renewal, the funds will roll over. Note that in order to accommodate unforeseen support requests from the City (e.g., Title 22 training, Safety Committee), a total of \$8,000 of the allotted budget for EHS Program Review/Development was/will be utilized prior to the end of the current MSA. Additionally, one new program (not originally in place) will be added to the list of programs to be created.
 - b. **\$14,000** additional budget is needed to make up for used budget, as noted above, the creation of one additional program, and rate change.
- 4) Safety Trainings (ongoing)
 - a. Various safety trainings are required by Cal/OSHA. While the regulatory requirements for certain topics can be accomplished through the City's online training platform (canned virtual training), certain topics are more in depth and must include information and processes specific to the City, hands-on aspects, and other requirements.
 - b. Per City request, a list of select trainings with costs has been provided. To cover the five (5) topics identified by the City as needing BSI support and one session of Title 22

Refresher training, a budget of **\$26,200** is needed. This is estimated to cover an initial/single session of each identified topic. If budget is not utilized, it can be reallocated for other as-needed support.

- 5) Equipment Specific Lockout/Tagout (LOTO) Procedures (new support)
 - a. Development of written, equipment-specific LOTO procedures consistent with Cal/OSHA standard (§3314) for City facilities as directed by the City
 - b. To provide for the onsite assessment of equipment and creation of procedures, it is recommended to begin with a budget of **\$25,000**. With this allotted budget, as many LOTO procedures as possible will be created. It is anticipated up to approximately 30 to 40 procedures can be developed with this allotted budget.

EXHIBIT B-2

COMPENSATION- July 2025-July 2026 Services

TOTAL COSTS

Consultant shall bill and be compensated for the services listed in Exhibit A-2 as follows:

- Task 1: Reoccurring Services: **\$29,764**
 - Project manager time (average 2 hours/week): **\$27,264**
 - As-Needed Support: **\$2,500**
- Task 2: Facility Inspections- **\$48,750** (\$3,750 per inspection/13 inspections total, billed per inspection)
- Task 3: EHS Program Review/Development- **\$14,000**
- Task 4: Training: **\$26,200**, billed at per-training rates listed below
- Task 5: Development of lock out tag out procedures- **\$25,000**

Total Not-to-Exceed Cost for 1-Year Extension (July 2025-July 2026): \$143,714

(Billed every 30 days. As-Needed Support is billed on an hourly basis)

City of Sunnyvale – 1-year Extension Rates (July 2025 through July 2026)

Labor	2022 Cost/Hr.	2025-26 Proposed Cost/Hr.
Principal Consultant	\$284	\$315
Senior Consultant	\$255	\$284
Consultant	\$217	\$239
Associate	\$189	\$207
Specialist	\$151	\$167
Technician	\$132	\$149
Production Technician	\$100	\$109