

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
WATERTALENT LLC. FOR
WASTEWATER TREATMENT PLANT ON CALL STAFFING
(\$360,000 [Original Amount] \$200,000 [added amount if any])**

WHEREAS, the City of San Mateo ("City"), a municipal corporation of the State of California, and waterTalent ("Consultant"), entered into an Agreement for Wastewater Treatment Plant On Call Staffing ("Agreement") on October 6th, 2018; and

WHEREAS, City and waterTalent, wish to amend the Agreement to increase compensation and a nine-month extension of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Section 7 of the Agreement is amended to read:

"The services to be performed under this Agreement shall commence and be completed within October 2019 through June 2020 as set forth in Exhibit B, Project Schedule.

It is understood and agreed that time is of the essence of this Agreement. CONSULTANT agrees to perform the services within the time limits set forth in Exhibit B.

CITY agrees to exercise due diligence in performing its tasks to implement the CONSULTANT'S timetable."

2. Section 8 of the Agreement is amended to read:

"Payment shall be made by the CITY only for services rendered and upon submission of a payment request upon completion and City Approval of the work performed. In consideration for the full performances of the services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$560,000. Requests for payments shall be based on the rate and cost schedule set forth in Exhibit C.

Payment for extra work or changes in the work will not be made unless for work authorized in advance in writing by the PUBLIC WORKS DIRECTOR. Prior to commencing such extra work or changes, CONSULTANT and CITY shall agree upon an estimated not to exceed cost for such extra work. In no event shall CONSULTANT be paid for additional work that is necessary because of CONSULTANT'S errors or oversights.

CONSULTANT shall maintain complete and accurate records as to the number of hours worked by persons and the direct costs incurred during each phase under this Agreement.

All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such books and records to the CITY at all times, shall permit the CITY to examine and audit those books and records, shall permit the CITY to make copies of those books and records, and shall permit the CITY to inspect all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement. All records encompassed by this subparagraph, as well as supporting documentation, shall be kept separate from other CONSULTANT documents and records and shall be maintained by CONSULTANT for three (3) years after CONSULTANT'S receipt of final payment under this Agreement.

CONSULTANT shall bill the CITY within thirty (30) days for all compensable activity on the project.

CITY shall pay CONSULTANT within thirty (30) days of receipt of billings. If CITY disagrees with any portion of a billing, the CITY shall promptly notify CONSULTANT of the disagreement, and the CITY and the CONSULTANT shall attempt to resolve the disagreement. CITY's payment of any amounts shall not constitute a waiver of any disagreement.

The remaining terms of the Agreement remain in full force and effect.

CITY OF SAN MATEO

CONSULTANT

Brad B. Underwood,
Public Works Director

Tyler Reifert, Vice President
waterTalent, LLC.

Date: _____

Date: _____



**Exhibit A – Scope of Services for
Temporary Licensed Water and Wastewater Services for The City of San Mateo**

1. Project Name or Description: Temporary Water and Wastewater Services for the City of San Mateo
2. Premises: The City's business premises is located at 2050 Detroit Dr., San Mateo, CA 94404 and shall be defined as the "Premises".
3. Reporting Supervisor Name/Role: Director of Public Works/Plant Manager, Environmental Services Division, or as determined by the Director.
4. Scope of Services:

City seeks to obtain the services of waterTALENT's Licensed Wastewater Operators for four (4) potential positions on an as-needed basis:

- a. Plant Manager (Grade V)
- b. Operations Superintendent (Grade V)
- c. Shift Supervisor (Grade IV)
- d. Grade III Operator

The job descriptions, roles, and responsibilities of these individual roles are enumerated in the City of San Mateo's posted job descriptions of the positions. Any additions or deletions from these job descriptions will be enumerated in a deployment-specific scope of services as a task order or amendment to this exhibit.

5. Break Requirement:

California law requires that within an 8 hour shift the Operator is entitled to a 30 minute break. This lunch break may be waived by mutual consent of both the Client and the Operator. If the Operator works over 10 hours in one day they are entitled to a second lunch break of 30 min. The second meal period may not be waived if the first period is waived, however either meal period can be counted as work hours and compensated for at the normal hourly rate.

6. On-Call Support (if needed)

If an Operator is expected to provide On-Call support they shall be compensated in the following manner:

- Standby On-Call: if Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during non-working hours, this time will be compensated as two (2) hours of time.
- Activated On-Call: if Operator is called to respond to a system alarm or emergency after hours in Client system, then this time will be charged at the overtime rate for a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater.

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Exhibit B – Project Schedule

Duration of Services: September 2019 – June 2020

The specific start and end date and work schedule will be determined and confirmed via contract amendment.

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EXHIBIT C - FEE SCHEDULE

Included Insurance

- \$5M Minimum Unencumbered General Liability
- \$2M Commercial Auto Insurance; Non-Owner Vehicle
- \$5M Professional Liability
- \$1M Employment Practice Liability
- \$1M Worker's Compensation
- \$5M Pollution Liability

Included Services

- Payroll and Compliance Services
- Cell Phone for Real-time Tracking and Payroll
- Meals (per diem)
- Travel
- Housing

Table 1 – waterTALENT Fee Schedule

waterTALENT - City of San Mateo Wastewater Operator Roles	Regular Rate
Wastewater Plant Manager (Grade V)	\$165/hour
Operations Superintendent (Grade V)	\$160/hour
Shift Supervisor (Grade IV)	\$155/hour
Grade III Wastewater Operator	\$150/hour

Overtime:

Workweeks are defined as 5 days @ 8 hours per day. Overtime hours, according to the State of California, are defined as any work in excess of eight (8) hours in one normal workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek. These overtime hours shall be compensated at the rate of no less than one and one and one-third (1.33) times the regular rate of pay. If Operator works more than 12 hours in any workday, or works any time in excess of eight hours on the seventh consecutive day of work in a workweek, Operator must be paid one and a half (1.5) times the regular rate.

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