

**THIRD AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN MARIN  
MUNICIPAL WATER DISTRICT and NATIONAL RESPONSE TEAM  
(Miscellaneous Agreement No. 6185)**

This Third Amendment (“Third Amendment”) is entered into by and between Marin Municipal Water District (“District”) and National Response Team (“Consultant”).

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. District and Consultant entered into a Professional Services Agreement for on-call water remediation and restoration services dated March 30, 2023 (“Agreement”).
- B. On November 25, 2025, the parties executed an amendment (“First Amendment”) to the Agreement to increase the not to exceed amount an additional \$100,000 to permit the utilization of additional services to a not to exceed amount of \$400,000 in total.
- C. On January 27, 2026, the parties executed an amendment (“Second Amendment”) to the Agreement to increase the not to exceed amount an additional \$150,000 to permit the utilization of additional services to a not to exceed amount of \$550,000 in total.
- D. The Agreement contains an option for the District to extend the term of the Agreement for an additional two (2) years. On March 30, 2026, the current term of the Agreement will expire.
- E. The parties desire to enter into a further amendment (“Third Amendment”) to the Agreement to extend the services of Consultant for a term of two additional years, until March 30, 2028, to adjust the applicable fee schedule and increase the not to exceed amount set forth in the Agreement by an additional \$200,000 to permit the utilization of additional services.

Section 2. Terms:

- A. Amendment to Agreement: This Third Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
  - 1. The services to be provided under the Agreement, as amended shall be paid pursuant to the adjusted fee schedule attached hereto as Attachment B. In no event shall the total amount paid under the Agreement, including this Third Amendment exceed \$750,000.

1. **Amend Part B General Provisions- Section 4 entitled “Prosecution of Work” to read as follows:**

**PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant’s authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by March 31, 2028.

2. **Amend Attachment A Scope of Work- District Contacts and Authority Limits for Approval of Work to read as follows:**

For work totaling less than \$3,000 – Dillon Irving (415).945.1153,  
dirving@marinwater.org  
Darrel Patchin (415).945.1152  
dpatchin@marinwater.org  
Peter Salazar (415).945.1175  
psalazar@marinwater.org  
Benjamin Alexander (415).945.1454  
balexander@marinwater.org

For work over \$3,000 but less than \$10,000 – Mark Hedeem – (415).945.1150  
mhedeem@marinwater.org  
Mike Snieg – (415).945.1147  
msnieg@marinwater.org  
Ross Barlow – (415).945.1481  
rbarlow@marinwater.org

For work exceeding \$10,000 but less than \$25,000 – Darren Machado  
(415).945.1144  
dmachado@marinwater.org

For work exceeding \$25,000 – Authority required from District General Manager

Dated:

**NATIONAL RESPONSE TEAM**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

\_\_\_\_\_

**MARIN MUNICIPAL WATER DISTRICT**

By \_\_\_\_\_

Bennett Horenstein, General Manager

**ATTACHMENT B- Fee Schedule and Unit Prices for On-Call Services Under Agreement 03/31/2026 through 03/30/2028**

Service Provided	Rate	Pricing
Emergency Service Call (Normal Business Hours- 8am to 5pm)	Per Call	222.85
Emergency Service Call (After Business Hours)	Per Call	334.28
Water Extraction & Remediation Technician (Normal Business Hours- 8am to 5pm)	Hourly	79.12
Water Extraction & Remediation Technician (After Business Hours)	Hourly	118.80
Cleaning & Remediation- Supervisory (Normal Business Hours- 8am to 5pm)	Hourly	83.57
Cleaning & Remediation- Supervisory (After Business Hours)	Hourly	125.48
Air Movers (per 24 hour period)	Daily	26.98
Dehumidifer- XLarge (per 24 hour period)	Daily	103.53
Dehumidifer- Large (per 24 hour period)	Daily	77.70
Negative air machine (per 24 hour period)	Daily	77.66
Explain the costs for any necessary testing (lead, asbestos, etc.)	Base per sample (30)	575 35
Explain the costs for storage of any personal items while water remediation and restoration process is being completed.	mo per vault	250

District will remit payment to Consultant for work performed on all undisputed invoices within thirty (30) days of receipt. All invoices shall comply with the documentation requirements set forth in Attachment A.