

Attachment 1

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN MARIN MUNICIPAL WATER
DISTRICT and QUEST TECHNOLOGY MANAGEMENT (aka QUEST MEDIA & SUPPLIES INC.)
(Miscellaneous Agreement No. 6326)**

This Contract Amendment ("First Amendment") is entered into by and between Marin Municipal Water District ("District") and Quest Technology Management (aka Quest Media & Supplies Inc.) ("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 an Agreement, for replacement of fiber optic cabling and remediation/cleanup of UTP cabling at the District's Corporation Yard, dated October 4, 2024 ("Agreement").
- B. The parties desire to enter into an amendment ("First Amendment") to the Agreement to increase the not to exceed amount set forth in the Agreement to permit the utilization services and to perform work at additional District sites.

Section 2. Terms:

- A. Amendment to Agreement: This First Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. **Amend Section 1 entitled "Description of Services and Payment", subsection (b) to read as follows:**

The fee and fee payment for such work shall be as stipulated within Attachment A of this First Amendment, which is attached hereto and incorporated herein. Payment for these services shall not exceed \$105,000 in total without prior written approval and a further amendment to the Agreement. The total amount payable under the Agreement and this First Amendment together shall not exceed One Hundred Forty-Five Thousand Dollars (\$145,000).

QUEST TECHNOLOGY MANAGEMENT

Dated: _____

By: _____
Ray Aldrich, Director of Professional Services

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By: _____
Bennett Horenstein, General Manager

ATTACHMENT A



Statement of Work

Site	Description	Quote
Admin Building	<ul style="list-style-type: none"> • Install, terminate, test and label (200) feet of 6 strand Single Mode armored fiber optic cable from the server room to IDF closet in the hallway. • The fiber will terminate in an existing 2 post rack and existing fiber LIU in the Server Room. • The fiber will terminate in an existing wall mount cabinet in a new LIU in the IDF. • The pathway will be over the ceiling following the hallway. Do not disturb the ceiling 	\$15,000
Corporation Yard & Lab	<ul style="list-style-type: none"> • Install, terminate, test and label 1000 feet of 6 strand Single Mode outdoor rated fiber between the Admin Building and the Lab building. • The fiber will be terminated in an existing rack in the Admin building and a new 12U rack in the Lab building. • Install a 12U network rack in the electrical room. • Install (1) Cat 6 plenum rated cable for a feeder from the electrical room to an existing rack in the Lab. • Install, terminate test and label 275 feet of 6 strand Single Mode indoor/outdoor fiber in a 3/4 inch conduit between the electrical room and the warehouse. • Remove an existing 42U rack, all cabling, fiber and network equipment and set it off to the side. • Install (1) harsh environment 42U network cabinet. • Remove cable off the ground, support on the wall, clean up, re-terminate, test and label approximately (100) existing data drops in the new network cabinet. • Some existing drops may need to be repaired, if possible 	\$39,928
Bon Tempe Treatment Plant	<ul style="list-style-type: none"> • Install a 10-12U wall mounted rack in office next to control room. • Install a new (24) port modular patch panel. • Relocate the OSP cable currently running to the basement IDF to the new rack. • Install, terminate, test and label (3) Cat6 data drops for (3) customer owned AP's. • AP cable will be installed in EMT and end up outside. (approximately 40 feet of 3/4 inch EMT + 20 feet of liquid tight on the outside). 	\$15,000
San Geronimo Treatment Plant	<ul style="list-style-type: none"> • Install a new (24) port modular patch panel. • Re-cable (1) customer owned AP with Cat6 OSP rated cable. • Install, terminate, test and label (12) Cat6 data cables (wreck out old cable). • Relocate (2) existing AP's closer to outside walls by filtering tanks. 	\$10,000

Site	Description	Quote
Ignacio Pump Station	<ul style="list-style-type: none"> • Install a 3U vertical network rack. • Install a new (24) port modular patch panel. • Install, terminate, test and label (2) Cat6 data drops for (2) customer owned AP's, (1) inside the office and (1) for the exterior parking lot. 	\$5,000
Sky Oaks Watershed Center	<ul style="list-style-type: none"> • Install a new (24) port modular patch panel. • Install, terminate, test and label approximately (15) plenum rated data cables. (Wreck out old cable). • Run new 6 Strand outdoor rated fiber between ranger station and both trailers 	\$20,000

Total Projected Cost: \$104,928

All calls will have a minimum charge as follows:

8 am to 5 pm \$500 minimum charge for four man-hours.

Overtime (after 5 pm), Weekends & Holidays \$750 minimum charge for four man-hours.

Additional labor hours will be charged as follows:

8 am to 5 pm \$125 per man-hour for additional labor.

Overtime (after 5 pm), Weekends & Holidays

\$187.50 per man-hour for additional labor.

Project Coordinator

\$95 per man-hour

Travel Charges are as follows:

All Travel \$85 per man-hour

Materials and shipping cost will be billed as actual plus a processing fee.

Charges will start when the technician leaves the Quest office.

This qualifies under prevailing wage.



AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter the "District", and Quest Technology Management (aka Quest Media & Supplies Inc.), hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced as a subject matter expert on the design and installation of low voltage data cabling infrastructure, computer network switching infrastructure, and fiber optic data cabling.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for the replacement of the current fiber optic cabling infrastructure between the MMWD Administration Building and the Corporation Yard sites, as well as cleanup and remediation of sub-standard Ethernet cabling located in an aggregation cabinet in the Corporation Yard warehouse to improve both network fidelity and capacity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A – SPECIFIC PROVISIONS:

1. **DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:
 - a. The Scope of Work covered by this agreement shall be that included in Attachment A of this agreement.
 - b. The fee and fee payment for such work shall be as stipulated within Attachment A of this agreement and shall not exceed \$40,000 in total without prior written approval and an amendment to this agreement.

PART B – GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension

plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', subcontractors', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. 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 **June 30 2024**, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery, by standard mail, or by e-mail. Notices, bills and payments sent by mail should be addressed as follows:

DISTRICT: Marin Municipal Water District
Attn: Bradford Taylor / Information Technology Manager
220 Nellen Avenue
Corte Madera, CA 94925
Ph.# 415-945-1445

CONSULTANT: Quest Technology Management
Attn: Georgina Hastings / Billing Director
9000 Foothills Blvd., Suite 100
Roseville, CA 95747
Ph.# 916-338-7070

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause, the District shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, District shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent,

and right to ideas, in and to all versions of any plans and specifications, reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of plans and specifications, reports and documents as District may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of District. The Consultant will not use, or permit another to use, any plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of District.

All materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Provided, however, that Consultant may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Consultant's business, so long as such excerpts and data do not identify District by name or contain any of the District's confidential or proprietary information, and provided further that Consultant retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Consultant's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Pre-existing Intellectual Property"). Nothing contained in this Agreement shall preclude Consultant from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Consultant shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Consultant shall not use or disclose any of District's confidential information.

District shall retain its rights in any confidential and proprietary material that District supplies to Consultant. If the District provides Consultant with materials owned or controlled by District or with use of, or access to, such materials, the District grants to Consultant all rights and licenses that are necessary for Consultant to fulfill its obligations under each Statement of Work. Consultant grants to District for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Consultant Pre-existing Intellectual Property embodied in the Deliverables.

Attachment A – Quote & Estimate (#018854) / Scope of Work
Attachment B - Additional Insured Endorsement (mandatory inclusion)

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided District, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by the District. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE: The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. **Workers' Compensation Insurance:** Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall also require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to District, Attn: Bradford Taylor, by certified mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.

- b. **Public Liability Insurance:** Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as

broad as ISO Commercial General Liability Occurrence Form CG 00 011185 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$1,000. Coverage in an amount not less than \$1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment D - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$1,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:
 - (i) This policy shall not be canceled without first giving thirty {30} days prior notice to District by certified mail.
- d. Documentation: The following documentation of insurance shall be

submitted to District:

- (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.
- e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

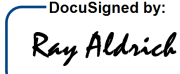
16. BILLING AND DOCUMENTATION: The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment Band shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

This engagement is to be conducted on a time and materials basis, with billing to be submitted per the hourly rate schedule shown below:

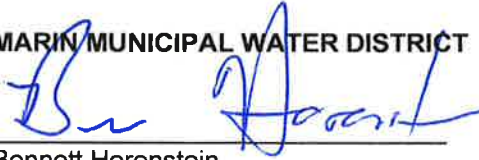
Category/Description	Hourly Rate
Engineering & Support Services	\$265.00
Materials & Expenses	Actual

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

Dated: October 8, 2024

By: **QUEST TECHNOLOGY MANAGEMENT**
DocuSigned by:

129ECCD2499D46B...
 Ray Aldrich
 Director of Professional Services

Dated: 10/04/2024

By: **MARIN MUNICIPAL WATER DISTRICT**

 Bennett Horenstein
 General Manager