

**FIRST AMENDMENT  
TO  
AGREEMENT FOR LANDFILL COVER MAINTENANCE  
AND EMERGENCY REPAIR SERVICES**

This First Amendment ("Amendment"), dated as of \_\_\_\_\_, 2022, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and DW Enterprises, a California licensed general contractor, hereinafter referred to as "Contractor."

**RECITALS**

WHEREAS, County and Contractor entered into that certain Agreement, dated March 17, 2020, for general engineering and contracting related to earthwork, infrastructure work, and related services; and

WHEREAS, County and Contractor desire to amend the Agreement to increase the annual dollar amount in order to provide sufficient funding for landfill maintenance services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Paragraph 2, Section 2.1 "Time and Materials" shall be amended to read as follows:

"For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the Schedule of Rates set forth in Exhibit B, and in accordance with the County's Task Order, Exhibit A, authorizing Contractor to proceed with the scheduled work. Contractor will submit to County, as an attachment to the Task Order, a description of the task(s) to be performed, and include a "Not-To-Exceed" estimate of costs for labor, equipment, material, and all other foreseeable costs associated with the scheduled work. Expenditures under this agreement shall not exceed a total amount of One-Million Dollars (\$1,000,000) annually. This amount does NOT including any Work that might be performed by this firm under Section 2.2 of this agreement."

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY

EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY  
CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective  
date.

**CONTRACTOR:**  
DW ENTERPRISES

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

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

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

Date: \_\_\_\_\_

**COUNTY OF SONOMA:**

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors