

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER AND LANDFILL GAS  
MONITORING AT SONOMA COUNTY’S FORMER RURAL LANDFILLS**

This First Amendment ("Amendment"), dated as of November 7, 2023, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and EBA Engineering (hereinafter referred to as "Consultant").

**RECITALS**

WHEREAS, County and Consultant entered into that certain Agreement, dated September 24, 2019, for water and landfill gas monitoring services at Sonoma County’s Former Rural Landfills; and

WHEREAS, County and Consultant desire to amend the Agreement to increase the annual dollar amount in order to provide sufficient funding for landfill monitoring services and to add certain one-time services related to the management of monitoring well installations and abandonment at the Annapolis Closed Landfill; and

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

**AGREEMENT**

1. The original “Exhibit A” to the Agreement shall be replaced with the attached “Exhibit A,” which is incorporated herein as though fully set forth, so as to amend the scope of services.
2. The original “Exhibit B” to the Agreement shall be replaced with the attached “Exhibit B,” which is incorporated herein as though fully set forth, so as to amend the rates chargeable under this Agreement as amended.
3. Paragraph 2 shall be amended to read as follows:

“2. Payment.

For all services and incidental costs required hereunder and performed by Consultant, County agrees to pay, and Consultant agrees to accept compensation on a lump sum basis in accordance with the schedule set forth in Exhibit “B” of the Agreement and Exhibit “A” to this Amendment, provided however that the total amount shall not exceed \$217,134 annually. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of services. Upon completion of the work, Consultant shall submit its bill[ s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an

invoice in a form approved by the County for services performed.

Payments shall be made only upon the satisfactory completion of the services as determined by the County. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

4. Paragraph 9.13 shall be added as follows:

**“9.7 Prevailing Wages**

9.13.1 General. Consultant shall pay to persons performing a “public work” hereunder (as defined by California Prevailing Wage Laws) an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed.

9.13.2 Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

9.13.3 Compliance Monitoring and Registration. This work specified above is

subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

9.13.4 Compliance With Law. In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*”

5. 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.

6. 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 CONSULTANT 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.

**CONSULTANT:**

EBA Engineering

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

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

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

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

**COUNTY OF SONOMA:**

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

By: \_\_\_\_\_  
Department Head or Designee

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

APPROVED AS TO FORM FOR  
COUNTY:

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

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

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

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

ATTEST:

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