

YOLO COUNTY AGREEMENT NO. _____

(Second Amendment to Agreement No. 16-112 with B&D Geerts Construction Inc., relating to Construction, Demolition and Inerts (CDI) Transfer Facility Services, to revise the Compensation and Operations Plan)

THIS Agreement is made and entered into as of this 12 day of December, 2017, by and between the County of Yolo, a political subdivision of the State of California ("County"), and B&D Geerts Construction Inc., a California corporation ("Contractor"), who agree as follows.

WHEREAS, on or about July 12, 2016, the parties entered into an agreement for Contractor to provide Construction, Demolition and Inerts (CDI) Transfer Facility services to the County (Yolo County Agreement No. 16-112); and

WHEREAS, on or about December 13, 2016, the parties entered into the first amendment to Agreement No 16-112 to secure a fixed off-site sorting and residual waste disposal fee for calendar year 2017; and

WHEREAS, Contractor has negotiated a favorable off-site C&D sorting fee for calendar year 2018 in exchange for reduced residual waste disposal rate; and

WHEREAS, the parties wish to amend Agreement No. 16-112 to revise the compensation structure and operations plan.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The following sections are amended to Paragraph IV of Agreement No. 16-112:

IV COMPENSATION

D. For off-site hauling and sorting of CDI material acceptable at the Sierra Waste Recycling & Transfer Station for the period of January 1, 2018 to December 31, 2018, Contractor shall be compensated at the rate of fifty-seven dollars and twenty cents (\$57.20) per ton for each ton of CDI hauled and sorted at the Sierra Waste Recycling & Transfer Station. This amount reflects a per ton fee of \$52.00 plus a 10% contractor mark-up authorized in Exhibit B.

E. For disposal of Residual Waste from the Sierra Waste Recycling & Transfer Station for the time period of January 1, 2018 to December 31, 2018, County shall be compensated at the rate of thirty-one dollars (\$31.00) per ton for each ton of residual waste disposed from the Sierra Waste Recycling & Transfer Station. Except that the maximum quantity of Residual Waste disposed from the Sierra Waste Recycling & Transfer Station each month shall be limited to no more than the quantity of CDI sent to the Sierra Waste Recycling & Transfer Station, unless authorized in writing by the Director.

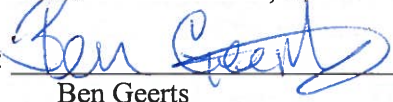
2. Except as specifically amended hereinabove, Agreement No. 16-112 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

COUNTY:
County of Yolo

By: _____
Duane Chamberlain, Chair
Board of Supervisors

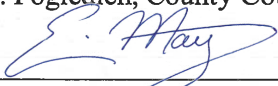
CONTRACTOR:
B&D Geerts Construction, Inc.

By:  _____
Ben Geerts
Owner/President

Attest:
Julie Dachtler, Clerk
Board of Supervisors

By: _____
Deputy
(SEAL)

Approved as to Form
Philip J. Pogledich, County Counsel

By:  _____
Eric May, Senior Deputy