

THIRD AMENDMENT TO AGREEMENT NO. 15-17
(Revising Term)

THIS THIRD AMENDMENT to Agreement No. 15-17, dated March 15, 2015, as amended on or around December 13, 2016 and October 9, 2018 (“Agreement”) is made and entered into this 8th day of February, 2022 by and between the County of Yolo (“County”) and B & D Geerts Construction, Inc. (“Contractor”).

WITNESSETH

WHEREAS, on March 15, 2015, the parties entered into an agreement for Contractor to provide Landfill Operations services to the County (Yolo County Agreement No. 15-17); and

WHEREAS, on December 13, 2016, the First Amendment to Agreement No. 15-17 increased the limit of all payments for additional work to a maximum of \$800,000 per year for this Agreement; and

WHEREAS, on October 9, 2018, the Second Amendment to Agreement No. 15-17 increased the limit of all payments for additional work to a maximum of \$2,400,000 per year for this Agreement; and

WHEREAS, The County is currently advertising for the next landfill operations agreement and this agreement is scheduled to begin May 15, 2022; and

WHEREAS, Agreement No. 15-17 will expire on April 14, 2022 and the two one-year extensions authorized under Agreement No. 15-17 have been exercised, leaving a 1-month gap in services necessary to operate the landfill; and

WHEREAS, the parties wish to amend Agreement No. 15-17 to extend the term through May 14, 2022 to allow the County sufficient time to complete the procurement process for the new landfill operations agreement;

NOW, THEREFORE, the County and Contractor agree to the following:

1. Section 3.1, Term of Agreement, of Agreement No. 15-17 is revised to read as follows:

Contractor's performance of this Agreement shall commence on April 14, 2015 or later if notified in writing by the Department. Notification of a later start shall be made pursuant to Section 8.8 (Notices) of this Agreement. The Contractor agrees that he shall not have the right to be compensated pursuant to this Agreement until such time as the Contractor actually begins operating the landfill Site. The County shall provide Contractor access to the Site for mobilization seven days prior to commencement of operations. Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall terminate at the end of business on May 14, 2022.

3. All other terms and conditions of Agreement No. 15-17 shall remain in full force and effect.

4. The person executing this Third Amendment to Agreement No. 15-17 on behalf of Contractor affirmatively represents that he has the requisite legal authority to enter into this Third Amendment on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement and amendment thereto. Both the person executing this Third Amendment on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Third Amendment to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year set forth above.

COUNTY:

Angel Barajas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip Pogledich, County Counsel

By: Kimberly E. Hood
Kimberly Hood, Assistant County Counsel

CONTRACTOR:

B & D Geerts Construction, Inc.

By: Ben Geerts
Ben Geerts, President