

AGREEMENT NO. 24-__

(First Amendment to Agreement 22-75 (Landfill Operations Management Agreement) with B&D Geerts Construction to revise the maximum compensation for management of the solid waste program at the Landfill)

This First Amendment to the Landfill Operations Management Agreement (“First Amendment”) is entered into this 23rd day of January, 2024, 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 (“Operator”) (collectively, the “Parties”).

Recitals

WHEREAS, County solicited proposals from qualified firms to engage in construction (operational) and non-construction (management) landfill services for the County (“Solicitation”); and

WHEREAS, Operator submitted a proposal in response to the Solicitation deemed by the County to be most advantageous; and

WHEREAS, the County and Operator entered into Agreement 22-75 on or about April 26, 2022 to provide daily waste placement, compaction and cover and liquid waste management services necessary to maintain day-to-day landfill operations at the Yolo County Central Landfill; and

WHEREAS, the compensation for the Landfill operations management services was capped at \$3,500,000 annually (“Annual Compensation Cap”); and

WHEREAS, the Landfill is receiving more solid waste than originally anticipated with a corresponding increase in revenue and costs, which necessitates a revision to the annual compensation cap in Agreement No. 22-75; and

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The first Paragraph of Section III of Agreement No. 22-75 is amended to increase the Annual Compensation Cap by \$500,000 for a new Annual Compensation Cap of \$4,000,000, as follows:

Contractor shall be paid for its operation of the Site in accordance with the rates set forth in Exhibit C and as further specified in this Section III of the Agreement, provided that in no event shall Contractor be paid more than \$4,000,000 annually (“Annual Compensation Cap”) except as expressly specified below or otherwise agreed to in writing by the County with an amendment to this Agreement. For all weight-based compensations, the total weight of material shall be the sum of the weights measured at the YCCL scales and the sum of the flat-fee loads multiplied by their average weights. All compensation will be adjusted to take into account any inflationary adjustments and liquidated damages allowed under Exhibit D.

2. Except as specifically amended hereinabove, Agreement No. 22-75 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first set forth above.

CONTRACTOR

B&D Geerts Construction, Inc.

By: Ben Geerts
Ben Geerts, President

COUNTY OF YOLO

By: _____
Lucas Frerichs, Chair
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 Hood
Kimberly Hood, Assistant County Counsel