

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **WASTE MANAGEMENT OF COLORADO, INC.**, a corporation formed under the laws of the state of Colorado (the “Consultant”).

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”) and portions of the land which comprised the former Stapleton International Airport (“SIA”); and

WHEREAS, the parties entered into an Agreement dated February 21, 2013, for disposal of construction, industrial, and remedial rubbish, debris, clean dirt, and other materials collected at DEN and SIA (the “Existing Agreement”); and

WHEREAS, the parties desire to amend the Existing Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Exhibit A to the Existing Agreement is deleted in its entirety and replaced by the “Exhibit A-2017” attached to this First Amendment to agreement. Exhibit A-2017 is incorporated into the Agreement by this reference.

2. Section 5 of the Existing Agreement, entitled “RATES,” subpart B entitled “Rate Adjustment,” is hereby amended and restated to read as follows:

“B. Rate Adjustment. Rates for all contract years through December 31, 2016, shall be as stated in the Exhibit A and Section 5.B set forth in the Agreement dated February 21, 2013. Rates for the calendar year beginning January 1, 2017, shall be those set forth in the Exhibit A-2017 attached to the First Amendment to Agreement. Rates for contract years 2018, 2019 and 2020 will be adjusted by an amount not to exceed five percent (5%) annually from the rates set forth in Exhibit A-2017.”

3. Section 5 of the Existing Agreement, entitled “RATES,” subpart C entitled “Maximum Contract Amount,” is hereby amended and restated to read as follows:

“C. Maximum Contract Amount. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Five Million Five Hundred Thousand Dollars (\$5,500,000.00)** (“Maximum Contract Amount”). Any services performed beyond those set forth above are performed at Contractor’s risk and without authorization under the Agreement. The total payment obligation is based on rates and tonnage of Waste Material delivered to D.A.D.S.”

4. Section 8 of the Existing Agreement, entitled “TERM OF THE AGREEMENT,” is hereby amended and restated to read as follows:

“8. **TERM OF AGREEMENT:** The term of the Agreement is from January 1, 2013, to and including December 31, 2020 (“**Term**”).”

5. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here, and are hereby ratified and reaffirmed.

6. This First Amendment to Agreement shall not become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES AND EXHIBIT FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



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WHEREAS, the parties desire to amend the Existing Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Exhibit A to the Existing Agreement is deleted in its entirety and replaced by the “Exhibit A-2017” attached to this First Amendment to agreement. Exhibit A-2017 is incorporated into the Agreement by this reference.

2. Section 5 of the Existing Agreement, entitled “RATES,” subpart B entitled “Rate Adjustment,” is hereby amended and restated to read as follows:

“B. Rate Adjustment. Rates for all contract years through December 31, 2016, shall be as stated in the Exhibit A and Section 5.B set forth in the Agreement dated February 21, 2013. Rates for the calendar year beginning January 1, 2017, shall be those set forth in the Exhibit A-2017 attached to the First Amendment to Agreement. Rates for contract years 2018, 2019 and 2020 will be adjusted by an amount not to exceed five percent (5%) annually from the rates set forth in Exhibit A-2017.”

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[SIGNATURE PAGES AND EXHIBIT FOLLOW]



Contract Control Number: PLANE-201208383-01

Contractor Name: WASTE MANAGEMENT OF COLORADO INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By _____

By _____

By _____



EXHIBIT A - 2017 (Part 1)
Denver Arapahoe Disposal Site
Industrial/Remedial Waste Price Schedule
City & County of Denver and Stapleton International Airport
January 1, 2017 to December 31, 2017

Waste Type or Service	City & County of Denver Rate Effective January 1, 2017	City & County of Denver Rate January 1, 2017 with SWUF Fee*
2017 Diversion/ Alternative Use Management Fees		
Wood for Recycling ^{1,4}	\$ 3.86/cubic yard	SWUF is not applicable
Yard Waste for Recycling ⁴	\$ 7.88/cubic yard	SWUF is not applicable
Brick, CMU, & Shotcrete ^{2,5}	\$ 11.30/ton	\$ 12.47/ton
Gypsum/Drywall from new construction ^{3,5}	\$18.47/ton	\$19.64/ton
Landfill Off-loading Fees		
* Includes CDPHE SWUF Surcharges as of January 1, 2017. SWUF rates will be adjusted as necessary to reflect current regulatory rate.		
<u>Assumptions for Superscript Items:</u>		
1. Dimensional lumber, engineered woods, or wood fiber material, such as: OSB, plywood, hardwood, and particle board. (Nails OK) If the wood is painted or treated, or trash of any type is mixed in, the load will be rejected and taken to the landfill & invoiced at the appropriate disposal rate.		
2. These materials will be reused for road base (Reference USGBC 2009 LEED®MR Credit 2: Construction Waste Management).		
3. This material will be used as Alternative Daily Cover (ADC) (Reference: USGBC 2009 LEED®MR Credit 2: Construction Waste Management).		
4. Yardage is based on container volume.		
5. A waste profile is required.		



EXHIBIT A - 2017 (Part 2)
Denver Arapahoe Disposal Site
Industrial/Remedial Waste Price Schedule
City & County of Denver and Stapleton International Airport
January 1, 2017 to December 31, 2017

Waste Type or Service	City & County of Denver Rate Effective January 1, 2017	City & County of Denver Rate January 1, 2017 with HSRF Fee*
2017 Disposal Fees		
Industrial Waste Soils ³	\$ 8.55/ton	\$ 8.82/ton
Industrial Waste Soils ^{1,3}	\$ 8.09/yd ³	\$8.44/yd ³
Friable Asbestos	\$ 14.50/yd ³	\$ 14.85/yd ³
Friable Asbestos soils	\$ 11.00/ton	\$ 11.27/ton
Friable Asbestos soils	12.90/yd ³	13.25/yd ³
Non-Friable Asbestos	\$ 14.15/yd ³	\$ 14.50/yd ³
Non-Friable Asbestos soils	\$ 9.95/ton	\$ 10.22/ton
Non-Friable Asbestos soils	\$11.65/yd ³	\$12.00/yd ³
Drummed Waste (solids)	\$75.52/each	\$ 75.64/each
Construction & Demolition Debris ³	\$10.06/ton	\$ 11.23/ton
Construction & Demolition Debris ^{1,3}	\$10.24/yd ³	\$ 10.59/yd ³
Construction & Demolition Debris with Category I Non-Friable Asbestos ³	\$ 10.74/ton	\$ 11.91/ton
Construction & Demolition Debris with Category I Non-Friable Asbestos ^{1,3}	\$ 12.86/yd ³	\$ 13.21/yd ³
Clean Soil ² (Free of TPH, debris, organic material, objects >6" in any dimension, etc.)	No Charge	\$ 0.35/yard ³
* Includes CDPHE HSRF Surcharges as of January 1, 2017. HSRF rates will be adjusted as necessary to reflect current regulatory rate.		
Assumptions for Superscript Items^{1,4,5}		
1) All per load rates hauled by third parties for the C&C of Denver assume the following volumes: 17 yd ³ load for standard end dump, 10 cubic yards for a tandem dump truck. Non-standard trucks may be measured to determine actual volumes, both higher and lower. Trucks owned & operated by C&C of Denver will be invoiced based on tonnage or actual measurements.		
2) Documentation must be provided that shows that the soils were not impacted by industrial processes and that levels of constituents of concerns allow for unrestricted use of the material, including resale as fill.		
3) All C&C accounts will be set up at the applicable tonnage rates unless the City project manager requests that the rate be established at the yardage rate.		
Landfill Off-loading Fees		
Loader, backhoe, etc.	\$165.00 /hour	1 hour minimum charge
Subcontracted equipment (cranes, etc.)	Cost plus 10%	
Transportation Fees		
Roll-off Delivery (DIA, SIA, & metro Denver)	\$ 125.00 per box	
Industrial Waste Roll-offs	\$ 115.00 per hour	
Roll-off bin rental	Waived if moved bi-weekly	\$ 5.00 per day after 2 weeks
End Dump Trailer	\$95.00/hour	
Liftgate truck with Driver (for drums) (portal-to-portal)	\$ 95.00 per hour (Dedicated load)	LTL Drum Pick up: \$25 per drum, \$125.00 minimum per stop
Vacuum trucks (80- bbl.)	\$90.00/hour	
Vacuum trucks (130- bbl.)	\$115.00/hour	
High CFM Supersucker Unit, Operator, & support Technician (portal-to-portal)	\$285.00/hour	
Labor & Services		
Hydroexcavator & Confined Space Crew (on site work)	\$525.00/hour	Includes truck, confined space equipment, PPE, and up to 4 personnel.
Project Supervisor	\$58.00/hour	
Industrial Technician	\$42.50/hour	
Technician Level D Personal Protective Equipment	\$25.00 per man/day	
Technician Level C Personal Protective Equipment	\$55.00 per man/day	
Truck Mounted Pressure Washer (w/heat)	\$100.00/hour	
Winch Truck	\$130.00/hour	
Dewatering or Vacuum Box	\$45.00 per day	
Dewatering Box Liners	Cost plus 10%	
Roll off Box Liners	\$40.00/each	
Sludge Box (water tight)	\$25.00/day	
500-bbl Hard Lid Fractionation Tank	\$35.00/day	
Subcontracted services	Cost plus 10%	
Liquids Disposal		
Non-hazardous Liquids for Disposal	\$77.00 per drum	CSI Landfill
	\$140.00/pallet, tote, or box	
	\$0.36 per gallon plus \$145.00 washout fee	



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