

## SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT TO AGREEMENT (“Second 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, which was amended by a First Amendment dated December 23, 2016 (the “**Existing Agreement**”); and

**WHEREAS**, the parties desire to further 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. 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 **Eight Million Dollars (\$8,000,000.00)** (“**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.”

2. 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.

3. This Second 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 \_\_\_\_\_



**Contract Control Number:** PLANE-201208383-02

**Contractor Name:** WASTE MANAGEMENT OF COLORADO INC

By: 

Name: Scott Bradley  
(please print)

Title: Area VP  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

