

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SALVA TERRA HOLDINGS, LLC**, a Delaware limited liability company, authorized to conduct business in Colorado, whose address is 1600 West Harvard Avenue, Englewood, Colorado 80110 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 11, 2023 (the “Agreement”) to provide solid waste, organic material and single stream material transfer services.

B. The Parties wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other Amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit B...” in the existing Agreement are hereby deleted in their entirety and shall be replaced with: “...Exhibit B-1...”, as applicable. **Exhibit B-1**, the rate sheet, is attached and incorporated to the Agreement.

2. Section 3 of the Agreement entitled “**TERM**”, is amended to read as follows:

“**3. TERM**: The Agreement will commence on September 1, 2023, and will expire on December 31, 2025 (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director(the “Term”).”

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, Sub-section d of the Agreement, entitled “**Maximum Contract Amount**”, Sub-paragraph (1) is amended to read as follows:

“**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,350,000.00)** (the “Maximum Contract Amount”). The City is not obligated to

execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under the Agreement."

4. Section 34 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", is hereby being added to the Agreement to read as follows:

"**34. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202473144-01 [202369352-01]
Contractor Name: Salva Terra Holdings, LLC

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:

Contract Control Number:
Contractor Name:

DOTI-202473144-01 [202369352-01]
Salva Terra Holdings, LLC

By:  _____

Name: Ed Dolan
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1



2024 RATES

Mr. Ken Arguello

City and County of Denver; Waste and Recycling Division
2000 W. 3rd Ave.; 3rd Floor
Denver, Colorado 80223

Dear Mr. Arguello,

In the interest of advancing towards formalizing a continued partnership between The City of Denver and Salva Terra Holdings, and per your request, here is our rate structure for Salva Terra's transfer services from both our Commerce City and South Denver locations. We trust you and the City have found Salva Terra to be good partner and we pledge to you that we will continue to provide the same, or superior, level of services that we have done for the past 5 month.

<u>TRANSLOAD ROUTE</u>	<u>BASE DIESEL COST per GAL.</u>	<u>FUEL SURCHARGE per \$0.25 INC. per GAL</u>	<u>TRANSLOAD RATE/TON</u>
<i>Single Stream Material from South Denver to Republics's Denver MRF</i>	\$3.50	0%	\$32.00
<i>Organic Material from Commerce City to WM's D.A.D.S. facility</i>	\$3.50	0%	\$26.00
<i>Organic Material from South Denver to WM's D.A.D.S. facility</i>	\$3.50	0%	\$28.00

These rates are based upon the information we currently have and with the assumption that a CPI rate adjustment can be included January 1st of each year of the agreement.

Thank you for the opportunity to partner with and serve the City of Denver. We hope you find all the information presented here helpful and are as excited as we are to continue our relationship for many years to come. Please feel free to contact me with any questions or comments.

Best Regards,

Edward Dolan

Edward Dolan
President