

AMENDATORY AGREEMENT

THE AMENDATORY AGREEMENT is entered into _____, 2010, 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 Colorado corporation, being a wholly owned subsidiary of Waste Management, Inc. a Delaware corporation, and having an address of 5500 S. Quebec Street, Greenwood Village, Colorado 80111, ("Contractor"; City and Contractor are collectively referred to as the "parties").

The parties hereby amend the Agreement as follows:

1. Paragraph 3 of the Agreement, entitled "**TERM**", is amended to read as follows:

"3. **TERM**: The Agreement will commence on January 1, 2010 and will expire at 11:59 p.m. on February 28, 2011 (the "Term")."

2. Paragraph 5 (a) of the Agreement is amended by deleting the reference to the annual rate sheet as "Exhibit A" and replacing it with "Exhibit A-1."

3. Paragraph 19 of the Agreement, entitled "**PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**", is deleted in its entirety and replaced with the following:

"19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- a. The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. Contractor certifies that:
 - (1) At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
- c. Contractor also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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- (2) It shall not enter into a contract with a subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in either the E-Verify Program.
 - (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- d. Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

4. Except as amended in the Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

5. The Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

6. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Amendatory Agreement. The person or persons signing and executing the Amendatory Agreement on behalf of the Contractor hereby warrants and guarantees that the Contractor has fully authorized he or she or them to execute the Amendatory Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances and provisions in the Agreement as amended by the Amendatory Agreement set forth herein.

END OF PAGE

IN WITNESS WHEREOF, the parties have executed the Amendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: _____
Manager, Public Works

APPROVED AS TO FORM:
DAVID R. FINE
CITY ATTORNEY for the City and
County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

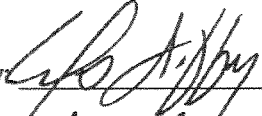
Contract Control No. _____
By: _____
Auditor

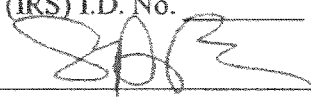
“CITY”

ATTEST: [If required by Corporate procedures]

WASTE MANAGEMENT OF
COLORADO, INC.

Taxpayer (IRS) I.D. No. _____

By:  _____
Title: Asst. Secretary

By:  _____
Name: Scott A. Bradley
(please print)
Title: V.P.

“CONTRACTOR”

EXHIBIT A-1
City and County of Denver
Department of Public Works
Solid Waste Management
Disposal Pricing
For
Waste Management of Colorado
Disposal Facilities

Period of: January 1, 2011 thru February 28, 2011

DENVER ARAPAHOE DISPOSAL SITE (DADS)

Conventional Trucks				
	2010 Base Rate	2011 Base Rate	State Surcharge	2011 Rate
	\$11.50	\$14.00	\$1.00*	\$ 15.00

Transfer Trailers				
	2009 Base Rate	2011 Base Rate	State Surcharge	2011 Rate
	\$9.50	\$12.00	\$1.00*	\$13.00

DISPOSAL AND RECYCLING TRANSFER STATION
DISPOSAL AND RECYCLING TRANSFER STATION (D&R)

	2010 Base Rate	2011 Base Rate	State Surcharge	2011 Rate
Transfer Station	\$12.00	\$10.50	0.0%	\$10.50
Disposal	\$9.50	\$12.00	\$1.00*	\$13.00
Total Rate per Ton	\$ 21.50	\$22.50	\$1.00	\$ 23.50

DENVER SOUTH TRANSFER STATION (SOUTH)

	2010 Base Rate	2011 Base Rate	State Surcharge	2011 Rate
Transfer Station	\$16.00	\$14.00	0.0%	\$14.00
Disposal	\$9.50	\$12.00	\$1.00*	\$13.00
Total Rate per Ton	\$ 25.50	\$26.00	\$1.00	\$ 27.00

* HSRF Fee (State Surcharge) - The HSRF is a state imposed fee, required on all waste deposited at all Colorado landfills and is currently \$1.00 per ton. City agrees that the Agreement Rate(s) agreed to hereby may be increased by the actual amount of any new costs imposed on WM after the date hereof in the nature of new or increased fees, taxes or surcharges imposed by any governmental authority.