

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation with its principal office street address located at 1001 Fannin, Suite 4000, Houston, TX 77002, doing business in Colorado at of 5500 S. Quebec Street, Greenwood Village, Colorado 80111, and with a mailing address of P.O. BOX 1238, Englewood, Colorado 80150-1238 (the “Contractor”), jointly “the parties”.

RECITALS

- A. The City and Contractor entered into an Agreement dated October 24, 2011 setting disposal rates for Waste Material delivered by or on behalf of the City to the Denver Arapahoe Disposal Site (the “Agreement”).
- B. Subject to Recital C of the Agreement, the City and Contractor wish to amend the Agreement to extend the Term and increase the maximum contract amount as set forth below.

The parties agree as follows:

1. Section 3 of the Agreement, entitled “**TERM**,” is amended by deleting it and replacing it as follows:

“**3. TERM OF AGREEMENT**: The term of the Agreement is from July 1, 2011 and will expire on March 31, 2015 (“Term”).

2. Section 5 of the Agreement, entitled “**RATES; PAYMENT**,” Subsections B and C, are amended by deleting them and replacing them as follows:

“**B. Rate Adjustment**. Rates for contract years 2013 and 2014 will be adjusted upward by an amount not to exceed five percent (5%) annually from the rates set forth in Exhibit B. The 5% annual rate increase is arrived at based on percentage change in Denver CPI plus an additional percent such that each annual rate increase does not exceed 5%. The rates for contract year 2014 apply to the contract period starting January 1, 2015 and ending on March 31, 2015.

C. Payment. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Nineteen Million Five Hundred Thousand Dollars (\$19,500,000)** (“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 the Facilities.

3. Section 8 of the Agreement, entitled “**TERMINATION OF AGREEMENT**” is amended by adding subsection “C” as follows:

“C. Upon full execution of a five year or greater term disposal contract, this October 24, 2011 Agreement, as amended, will terminate automatically without any action by either party.

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

5. 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 Contractor hereby warrants and guarantees that Contractor has fully authorized he or she or them to execute the Amendatory Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions in the Agreement as amended by the Amendatory Agreement set forth herein.

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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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Contract Control Number: PWADM-201101165-01

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



Contract Control Number: PWADM-201101165-01

Contractor Name: WASTE MANAGEMENT OF COLORADO INC

By: 

Name: Scott A. Bradley
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

