

## SECOND AMENDATORY AGREEMENT

THE SECOND AMENDATORY AGREEMENT is entered into \_\_\_\_\_, 2011, 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 June 30, 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 "Exhibit A-1" and replacing it with "Exhibit A-2."

3. A new section 35, entitled "**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**," is added to the Agreement and reads as follows:

"35. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original."

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

5. The Second 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 Second Amendatory Agreement. The person or persons signing and executing the Second 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 Second 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 Second Amendatory Agreement set forth herein.

10-1224-14

**IN WITNESS WHEREOF**, the parties have executed the Second 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: \_\_\_\_\_  
MAYOR

**RECOMMENDED AND APPROVED:**

By: *Harley B. Brown*  
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. CE02007(2)

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

**"CITY"**

**ATTEST:** [If required by Corporate procedures]

**WASTE MANAGEMENT OF  
COLORADO, INC.**

Taxpayer (IRS) I.D. No. 84-0523684

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

By: *[Signature]*

Title: \_\_\_\_\_

Name: *Scott A. Bradley*  
(please print)

Title: *V.P.*

**"CONTRACTOR"**

**EXHIBIT A-2**  
**City and County of Denver**  
**Department of Public Works**  
**Solid Waste Management**  
**Disposal Pricing**  
**For**  
**Waste Management of Colorado**  
**Disposal Facilities**

Period of: February 28, 2011 thru June 30, 2011

**DENVER ARAPAHOE DISPOSAL SITE (DADS)**

Conventional Trucks				
	2010 Base Rate	2011 Base Rate	State Surcharge	2011 Rate
	\$11.50	\$14.00	\$1.00*	<b>\$ 15.00</b>

  

Transfer Trailers				
	2009 Base Rate	2011 Base Rate	State Surcharge	2011 Rate
	\$9.50	\$12.00	\$1.00*	<b>\$13.00</b>

**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%	<b>\$10.50</b>
Disposal	\$9.50	\$12.00	\$1.00*	<b>\$13.00</b>
<b>Total Rate per Ton</b>	<b>\$ 21.50</b>	<b>\$22.50</b>	<b>\$1.00</b>	<b>\$ 23.50</b>

**DENVER SOUTH TRANSFER STATION (SOUTH)**

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

\* 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.

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