

SECOND AMENDATORY AGREEMENT

This **SECOND 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 and an Amendatory Agreement dated May 17, 2024 (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, and to increase the Maximum Contract Amount.

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

1. All references to “Exhibits B and B-1...” in the existing Agreement shall be amended to read: “Exhibits B, B-1 and B-2...” as applicable. **Exhibit B-2** 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, 2026 (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 **TWO MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$2,850,000.00)** (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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW].**

Contract Control Number:
Contractor Name:

DOTI-202579716-00 [202369352-02]
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:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202579716-00 [202369352-02]
Salva Terra Holdings, LLC

DocuSigned by:

Ed Dolan

F408E9396CF840D...

By: _____

Ed Dolan

Name: _____
(please print)

President

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-2



May 15, 2025

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 18 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</i> from South Denver to Republics's Denver MRF	\$3.50	0%	\$33.00
<i>Organic Material</i> from Commerce City to WM's D.A.D.S. facility	\$3.50	0%	\$26.75
<i>Organic Material</i> from South Denver to WM's D.A.D.S. facility	\$3.50	0%	\$28.85

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
President