

FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION SERVICES (“First Amendment”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and ALLIED WASTE TRANSPORTATION INC. d/b/a REPUBLIC SERVICES, INC a Delaware corporation whose principal business address is 18500 North Allied Way, Phoenix, AZ 85054 (“Contractor”). City and Contractor may also be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on December 2, 2019, the Parties entered into an Agreement for Refuse Collection Services (the, “Agreement”);

WHEREAS, the Parties desire to amend the pricing for the Services and total compensation, outlined in Exhibit A in the Agreement;

WHEREAS, the Term of the Agreement expires on December 31, 2024, and the Parties desire to the extend the Term of the Agreement for one year to December 31, 2025; and

WHEREAS, except as modified by this First Amendment, the Parties intend that the remaining terms and conditions in the original Agreement shall remain unchanged and in full force and effect.

NOW THEREFORE, for and in consideration of the premises and mutual agreements hereinafter set forth and other good and valuable consideration, the receipt of which the Parties hereby acknowledge, the City and Contractor agree to the following amendments to the Agreement:

ARTICLE I

AMENDMENTS TO THE AGREEMENT

1. Exhibit A. The Exhibit A(II) included in the Agreement is amended by the Exhibit A(II)-1 attached to this First Amendment, and incorporated by reference. All references to Exhibit A(II) in the Agreement or anything attached and incorporated therein will be understood to now be referencing Exhibit A(II) as amended by Exhibit A(II)-1.

2. Compensation. Section A of Article II is deleted and the following is inserted in its place:

As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set for in Exhibit A, as amended by Exhibit A(II)-1. The compensation established by this Agreement includes all of Contractor’s costs and expenses to fully perform the Services and other obligations of this Agreement. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement, as amended, exceed TWENTY ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$ 21,300,000.00). The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor

will not be entitled to any additional compensation or reimbursement.

3. Term. The Term of the Agreement is extended through December 31, 2025.

4. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this First Amendment.

5. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment on behalf of the Parties and to bind the Parties to its terms.

6. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

7. Headings. Paragraph headings used in this First Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Second Amendment.

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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

CITY OF COMMERCE CITY

Jason R. Rogers, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Genevieve "Jean" Gill, Assistant City Attorney

**ALLIED WASTE TRANSPORTATION, INC.
d/b/a REPUBLIC SERVICES, INC.**

Signature

Printed Name, Title

EXHIBIT A(II)-1

RATES

2025 Republic Services MSA Price Increase Exhibit

Current 2024 Pricing	
Trash Weekly - Recycling Biweekly	\$15.03 Per Household
Potential 2025 Pricing Range Based in 4% Increase for Trash	
High-Cost Trash Weekly - Recycling Biweekly	\$15.98 Per Household*
Low-Cost Trash Weekly - Recycling Biweekly	\$15.28 Per Household*

*Republic Services and City Staff expect a 4% capped increase to the cost of trash service for 2025. Increased costs are capped at 4% per MSA Section II B.

*Recycling costs adjust annually with a \$0.35 cap in either direction. Republic Services expects a drop in Recycling cost for 2025. Per MSA Exhibit F Operating Requirements.

Commerce City Account 119777 4% price Increase (2025)		Address	Number of containers	Size	Frequency	2024 Rate	Excess Disposal
1	Conter Community Center	6505 E 60th Ave	1	FL 2yd	2/1 W	\$ 68.88	
2	Eagle Point Recreation	6060 E Parkway Dr	1	FR 3yd	3/1 W	\$ 117.84	
2	Eagle Point Recreation	6060 E Parkway Dr	2	FL 2yd	8/1 W	\$ 205.61	
3	Pioneer Park	5950 Holly St	3	FI 8yd	12/1 W	\$ 915.62	
4	Commerce City (MSC)	8602 Rosemary St	2	FI 8yd	10/1 W	\$ 675.00	
5	Commerce City (MSC)	8602 Rosemary St	3	30yd	4/1W	\$ 294.57	\$ 23.11
5	Commerce City (MSC)	8602 Rosemary St	1	FR 3yd	1/1W	\$ 110.00	
6	Civic Center	7887 E 60th Ave	2	FL 3yd	8/1 W	\$ 274.93	
6	Civic Center	7887 E 60th Ave	1	FR 3yd	3/1 W	\$ 117.83	
7	Bison Ridge Recreation Center	13905 E 112th Ave	4	FI 2yd	20/1W	\$ 539.96	
7	Bison Ridge Recreation Center	13905 E 112th Ave	1	Fr 3yd	3/1 W	\$ 312.19	
8	Buffalo Run Golf Course	15700 E 112th Ave	1	FI 6yd	3/1 W	\$ 127.07	
8	Buffalo Run Golf Course	15700 E 112th Ave	1	FI 2yd	4/1 w	\$ 98.20	
8	Buffalo Run Golf Course	15700 E 112th Ave	2	FI 8yd	6/1 W	\$ 375.43	
8	Buffalo Run Golf Course	15700 E 112th Ave	1	Fr 2Yd	2/1 W	\$ 101.65	
9	Aspen Hills	14700 E 104th Ave	4	FR 3yd	4/1 W	\$ 202.16	
9	Aspen Hills	14700 E 104th Ave	11	FI 3yd	33/1W	\$ 693.21	
9	Aspen Hills	14700 E 104th Ave	1	FI 2yd	3/1 W	\$ 89.48	
10	Duke Condominiums	7541 Leyden St	5	FL 4yd	3/1 W	\$ 396.49	
11	Jasper Street Condominiums	15800 E 121st Ave	10	FI 3yd	30/1W	\$ 1,501.71	
12	Commerce City Farm 1	11010 Havana St	1	FI 3yd	1/1 W	\$ 89.48	
18	Civic Center- Rolloff	7887 E 60th Ave	1	20yd ro-doghouse	2/1W	\$ 252.38	
19	Bison Ridge Recreation Center Rolloff	13905 E 112th Ave	2	20yd ro-doghouse	5/1 w	\$ 252.38	
19	Bison Ridge Recreation Center Rolloff	13905 E 112th Ave	4	20yd ro-doghouse	5/1 w	\$ 252.38	
19	Bison Ridge Recreation Center Rolloff	13905 E 112th Ave	5	20yd ro-doghouse	5/1 w	\$ 252.38	
21	Paradise Island	5951 Monaco	1	FL 8yd	6/1 W	\$ 547.60	
23	Buffalo Run Golf Course	157500 E 112th	1	30yd roll	Oncall	\$ 252.38	\$ 21.84

Contract Group	9535391-03	FL - Front Load Trash
Residential Trash	\$15.04 per home	FR - Front Load Recycling
Additional Trash	\$38.10	RL - Real Load
2 Additional Trash	\$76.17	
Additional Recycle	\$24.24 per cart	

Bulk \$16.07 each after 1 free per quarter

Bulk Pick-Up

Acceptable Bulk Items

ITEM	Price Each
BBQ Grill	\$16.07
Branches or Wood (bundled) per bundle	\$16.07
Carpet Bundled (per roll)	\$16.07
Chair	\$16.07
Coffee Table (small)	\$16.07
Desk	\$16.07
Dishwasher	\$16.07
Door	\$16.07
Dresser Large/Small	\$16.07
Lawn Mowers (no oil/gas-fluids must be drained)	\$16.07
Extra Bags	\$16.07
End Table	\$16.07
Garage Door (4' per section)	\$16.07
Hot Water Heater	\$16.07
Love Seat	\$16.07
Mattress / Box Springs	\$16.07
Microwave (portable/non-mounted only)	\$16.07
Recliner	\$16.07
Sink (Porcelain only)	\$16.07
Sofa	\$16.07
Sofa Sleeper	\$16.07
Stove	\$16.07
Table	\$16.07
Toilet (Porcelain only)	\$16.07
Tub (Porcelain only)	\$16.07
Washer / Dryer	\$16.07
Water Bed / Each Section	\$16.07
Desk top printer	\$16.07
Table Saw	\$16.07
Ping Pong Table folded	\$16.07
Baby Crib (wooden)	\$16.07

Non - Acceptable
Air Conditioners
Appliance w/Freon
Batteries
Cast Iron
Cement
Chemicals-paint. Etc.
Construction Debris
Dirt, Rocks, Bricks
Electronics (All)
Televisions
Exercise Equipment Weights
Treadmills
Exercise Bikes(Electronic)
Ellipticals
Glass
Glass Windows and Doors
Mirrors
Refrigerators/Freezers
Tree Stumps
Windshields
Automotive parts
Tires
Steel
Hazardous Waste
Medical Waste