



City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
SOLID WASTE COLLECTION AND TRANSFER STATION SERVICES
CITY OF CHANDLER AGREEMENT NO. SW0-910-2493**

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Waste Management of Arizona, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for solid waste collection and transfer station services (Agreement); and

WHEREAS, the term of the Agreement was October 1, 2010, through September 30, 2020, with the option of up to one ten-year extension; and

WHEREAS, the Parties exercised the option to extend the Agreement for the period of October 1, 2020, through September 30, 2030, through Amendment No. 1 dated September 24, 2020; and

WHEREAS, the Parties wish to memorialize their agreement to a rate adjustment resulting from extraordinary circumstances.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. The City will pay the Contractor a one-time lump sum payment in the amount of \$1,068,000 to address the increase in the cost of labor in Fiscal Years 2020-21 and 2021-22. This payment will be made in August 2023.

3. The Agreement unit prices will be adjusted by 3.5%, in accordance with the annual adjustment detailed in Amendment No. 1 dated September 24, 2020. This adjustment will be effective July 1, 2023.
4. Contingent upon City Council approval of an adjustment to the Solid Waste rates for Fiscal Year 2024-25, the Agreement unit prices will be permanently adjusted by 8.8% in addition to the annual adjustment detailed in Amendment No. 1 dated September 24, 2020. This adjustment will be effective July 1, 2024.
5. Effective July 1, 2025, and through the remainder of the term of the Agreement, the Agreement unit prices will be adjusted in accordance with the annual adjustment detailed in Amendment No. 1 dated September 24, 2020.
6. Section 12 of the Agreement is amended to include pollution liability, as follows.
Pollution Liability:

Per Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Contractor."

The policy must include coverage for: (i) Cleanup of sudden or accidental pollution conditions arising from the services, as defined in the Agreement; cleanup of new conditions arising from Contractor's services under this Agreement and third-party claims for on and off-site bodily injury and property damage; and (ii) Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

7. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By:  _____

Its: Director, Public Sector Solutions

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk