

THIRD AMENDMENT TO AGREEMENT NO. 35086

**35086**

THIS THIRD AMENDMENT TO AGREEMENT NO. 35086 is made and entered, as of August 9, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 2, 2018, by and between CONSOLIDATED DISPOSAL SERVICE, L.L.C., a Delaware limited liability company ("Consultant"), with a place of business at 2531 E. 67<sup>th</sup> Street, Long Beach, California 90805, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 35086 (the "Agreement") whereby Consultant agreed to provide municipal residential and commercial solid waste handling services for a period of two (2) years, with the option to renew for three (3) additional one-year periods, in the amount of One Million Eight Hundred Five Thousand Dollars (\$1,805,000) with a ten percent (10%) contingency in the amount of One Hundred Eighty Thousand Five Hundred Dollars (\$180,500) for a total annual amount not to exceed amount of One Million Nine Hundred Eighty-Five Thousand Five Hundred Dollars (\$1,985,500); and

WHEREAS, the Parties entered into a First Amendment to the Agreement to extend the term to October 31, 2021, add additional services, attach an updated rate sheet, and update Consultant's Key Employee; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to extend the term to October 31, 2022, and attach an updated rate sheet; and

WHEREAS, the Parties desire to extend the term one (1) additional one-year period and attach an updated rate sheet;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

"2. TERM. The term of this Agreement shall commence at midnight on November 1, 2018, and shall terminate at 11:59 p.m. on October 31, 2023, unless sooner

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 terminated as provided in this Agreement, or unless the services or the Project is  
2 completed sooner. The Parties have no further options to extend the term."

3 2. The Rates in Exhibit "B-2" to the Second Amendment to the  
4 Agreement are hereby amended in accordance with Exhibit "B-3", attached hereto and  
5 incorporated by this reference.

6 3. Except as expressly modified herein, all of the terms and conditions  
7 contained in Agreement No. 35086 are ratified and confirmed and shall remain in full force  
8 and effect.

9 IN WITNESS WHEREOF, the Parties have caused this document to be duly  
10 executed with all formalities required by law as of the date first stated above.

11  
12 August 25, 2022

CONSOLIDATED DISPOSAL SERVICE,  
L.L.C., a Delaware limited liability company

By La Shanda Shipp  
Name La Shanda Shipp  
Title General Manager

15 \_\_\_\_\_, 2022

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

19  
20 September 14, 2022

By Linda F. Johnson  
City Manager

"City"

23 This Third Amendment to Agreement No. 35086 is approved as to form on

24 September 1, 2022.

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802-4864

EXHIBIT "B-3"

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The City Of Long Beach  
Agreement No. 35086

Consolidated Disposal Service L.L.C. dba Republic Services  
Disposal Rate Sheet

**Rates for Transfer Stations: Effective Date November 1, 2022**

a) Commercial Waste (e.g., wood, paper, etc.)	\$61.77 per ton
b) Construction and Demolition (C&D) Waste / Bulky Waste	\$99.36 per ton
c) Green Waste (GW), no food	\$84.30 per ton
d) Green Waste (e.g., hard to handle tree trunks, stumps, etc.) *Hard to Handle fee of \$63 added to each load	\$84.30 per ton plus \$70.81 per truck load*
e) Green Waste (other tree debris)	\$84.30 per ton
f) Mixed Dirt (e.g., soil, tree roots, etc.)	\$99.36 per ton
g) Residential Waste or Municipal Solid Waste (MSW)	\$61.72 per ton to 9,500 tons* \$56.32 per ton above 9,500 tons*

\*For the first 9,500 tons of Residential MSW waste annually, the rate is \$56.83. For all tonnage above 9,500 tons annually, the rate will be \$51.86 per ton. i.e. Tiered pricing is related to annual quantities delivered and will reset upon the anniversary date each year.

h) Special Waste - Non-Hazardous	\$99.36 per ton
i) Street Sweeping	\$61.72

All loads require a minimum of (1) ton charge

**Rates for Hauling: Effective upon signed agreement**

a) Hauling for waste containers, MSW (10/20/25/30/40 cu yd)	\$275.38 per haul
b) Disposal of waste containers, MSW (10/20/25/30/40 cu yd)	\$71.39 per ton
c) Delivery of waste containers, MSW (10/20/25/30/40 cu yd)	\$168.60 per service