

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation with its principal place of business located at 800 Capitol Street, Suite 3000, Houston, Texas 77002 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 7, 2018, an Amendatory Agreement dated December 17, 2020, and a Second Amendatory Agreement dated September 10, 2020 (collectively, the “Agreement”) to provide any of the following activities, or combination thereof: providing dumpsters and containers; emptying waste material from dumpsters and containers; hauling waste material, dumpsters, and containers; disposing of waste material; and returning City or Hospital-owned dumpsters and containers as set forth in the Statement of Work, attached as **Exhibit A** (“Trash Services”). The Contractor shall supply all labor and do everything necessary to diligently perform the Trash Services to the City’s satisfaction;

B. The Contractor shall provide Trash Services at various City facilities. As the City determines to be in its interest, it may change service locations, agencies, frequencies, and upon twenty-four (24) hours’ notice, cancel or request additional pick-ups;

C. The Contractor shall be on-call at all times and provide the City with its contact information, including telephone numbers (including those for emergency, office, and mobile) and email addresses;

D. The Contractor is required to use its best efforts to assist in setting up DADS accounts for required roll-off or compactor hauls. The Contractor shall ensure that all container requirements are being met and scheduled pickups are being made as needed;

E. The Contractor shall lawfully dispose of all materials handled in performing services under the Agreement;

F. Contractor acknowledges that pursuant to Executive Order 115 (including Memorandum 115A), which is hereby incorporated by reference as if fully set forth in the Agreement, dedicated loads of un-recycled or un-composted waste from Denver owned or controlled facilities must be disposed of at the Denver Arapahoe Disposal Site. In performance of

services under the Agreement, the Contractor shall dispose of all dedicated loads of unrecycled or un-composted waste, such as compactor and roll-offs, at DADS;

G. All vehicles and equipment used by or on behalf of the Contractor under the Agreement must comply with all federal and state requirements and be used in a safe and lawful manner. The Contractor shall immediately remove, or cause to be immediately removed, any vehicle from service not in compliance with any of these requirements. The City is not liable for any costs related to maintaining, repairing, or replacing any vehicle or equipment used under the Agreement;

H. All drivers and operators must be qualified, licensed, and fully insured to drive or operate vehicles and equipment used under the Agreement;

I. The Contractor is responsible for ensuring that loads do not exceed legal weight limits;

J. For all operations requiring the placement and movement equipment, the Contractor shall take all necessary caution to avoid injury to persons and damage to property; and

K. The Parties wish to amend the Agreement to extend the term, update section 19-No Employment of Illegal Aliens, and update section 22-No Discrimination in Employment.

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

1. Section 3 of the Agreement entitled "**TERM**" is hereby deleted in its entirety and replaced with:

"**3. TERM:** The Agreement will commence on **August 1, 2018** and shall expire on **July 31, 2023** (the "Term"). In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term."

2. Section 19 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also,

at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

3. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Third 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: GENRL-202263556-03 [GENRL-201842725-03]
Contractor Name: WASTE MANAGEMENT OF COLORADO, INC.

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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

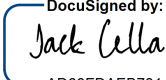
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202263556-03 [GENRL-201842725-03]
WASTE MANAGEMENT OF COLORADO, INC.

By:  _____
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Name: Jack cella
(please print)

Title: Area Sales Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)