

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **WM CURBSIDE, LLC**, a Delaware limited liability company, whose principal place of business is located at 1001 Fannin, Suite 4000, Houston, TX 77002 (the “Contractor”), collectively “the Parties”.

RECITALS

- A. The City and Contractor entered into an Agreement dated June 9, 2011 regarding the City’s Household Hazardous Waste collection program for Denver residents, was amended April 13, 2012 and May 20, 2013 (collectively, the “Agreement”).
- B. The City and Contractor wish to amend the Agreement to extend its Term, increase the pricing of certain materials, and increase the maximum contract amount.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3 of the Agreement, entitled “**TERM**,” is amended by deleting:

“...April 18, 2014...”

And replacing it with:

“...April 18, 2015...”

2. Subparagraph f(1) of paragraph 4 entitled “**COMPENSATION AND PAYMENT**,” is amended by deleting:

“...**FOUR HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS (\$453,450.00)**...”

And replacing it with

“...**SIX HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS (\$604,450.00)**...”

3. All collection services commenced on and after April 19, 2014 are subject to **Exhibit B-1**, a copy of which is attached and incorporated by reference, and with regard to those services, all references in the Agreement to “Exhibit B” are amended to read “Exhibit B-1”.
4. Except as amended in the Third Amendatory Agreement, the Agreement is revived, affirmed, and ratified in each and every particular.
5. The Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

6. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Third Amendatory Agreement. The person or persons signing and executing the Third Amendatory Agreement on behalf of Contractor hereby warrants and guarantees that Contractor has fully authorized he or she or them to execute the Third Amendatory Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions in the Agreement as amended by the Second Amendatory Agreement set forth herein.
7. The Third Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same instrument.

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Contract Control Number:

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:

By _____

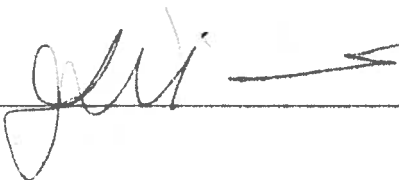
By _____

By _____



Contract Control Number: PWADM-201100433-03

Contractor Name: WM CURBSIDE LLC

By:  _____

Name: JOSEPH L VALLANCOURT
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT B-1**FEES AND CHARGES**

Contract No. 201100433-03

Door-to-Door Collection Schedule

Full Stop Fee	Copayment Paid by Resident	Cost Per Stop Charged to City
\$110.00	\$15.00	\$95.00

Drop-off Appointment Schedule

Full Appointment	Copayment Paid by Resident	Cost Per Stop Charged to City
\$105.00	\$15.00	\$90.00

Excess Material Fees

For materials over the collection or drop off limits, additional fees listed below will be charged directly to the resident.

Material Type	Fee to City	Per Unit of Measure
Antifreeze	\$1.75	Gallon
Auto Battery	\$1.00	Each
Auto Polish	\$2.50	Pound
Brake Fluid	\$2.50	Pound
Carburetor Cleaner	\$3.25	Pound
Caulk	\$2.00	Pound
CFLs	\$0.60	Each
Charcoal Fluid	\$7.00	Gallon
Chlorine Bleach	\$15.00	Gallon
Corrosive Chemicals	\$2.00	Pound
Drain Cleaner	\$2.00	Pound
Expired Medications	\$4.50	Pound
Fertilizer Liquid	\$2.50	Pound
Fertilizer Solid	\$2.50	Pound
Fluorescent Tubes	\$.40	Each
Gasoline	\$7.00	Gallon
Gear Oil	\$10.00	Pound
Glue Adhesives	\$2.50	Pound
Grout	\$2.00	Pound
Herbicides Liquid	\$2.50	Pound
Herbicides Solid	\$2.50	Pound
Hobby Supplies	\$2.50	Pound
Household Batteries	\$2.50	Pound
Household Cleaners	\$2.50	Pound
Insecticide Liquid	\$2.50	Pound
Insecticide Solid	\$2.50	Pound
Kerosene	\$1.00	Pound
Lubricants	\$2.50	Pound
Mercury	\$2.00	Ounce
Mercury Thermometers	\$2.00	Each
Mercury Thermostats	\$3.00	Each
Metal Polish	\$2.50	Pound
Motor Oil	\$0.50	Gallon

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Contract No. 201100433-03

Excess Material Fees

For materials over the collection or drop off limits, additional fees listed below will be charged directly to the resident.

Material Type	Fee to City	Per Unit of Measure
CONTINUED FROM PREVIOUS PAGE		
Oil Filters, Used	\$1.00	Each
Oxidizers	\$2.50	Pound
Paint, Latex	\$3.00	Gallon
Paint, Oil-Based	\$7.00	Gallon
PCBs	\$2.50	Pound
Pesticides	\$2.50	Pound
Photo Chemicals	\$2.50	Pound
Pool Chemicals	\$2.50	Pound
Polishes	\$2.50	Pound
Reactives	\$2.50	Pound
Rust Remover	\$15.00	Gallon
Sealants	\$2.50	Pound
Solvents/Thinner	\$7.00	Gallon
Spray/Aerosols	\$2.00	Pound
Stains/Varnish	\$7.00	Gallon
Stripper	\$15.00	Gallon
Transmission Fluid	\$0.50	Gallon
Waxes	\$2.50	Pound