

## THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **WM CURBSIDE, LLC**, a Delaware limited liability company, registered to conduct business in Colorado, whose address is 800 Capitol Street, Suite 3000, Houston, Texas 77002 (the “Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated December 15, 2021, an Amendatory Agreement dated November 27, 2023, and a Second Amendatory Agreement dated December 2, 2024, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Technical Requirements, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the fees and charges exhibit.

**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 **December 15, 2021**, and will expire on **December 14, 2026** (the “Term”). Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED TWENTY-**

**FIVE THOUSAND DOLLARS AND NO CENTS (\$825,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.”

3. All references in the original Agreement to **Exhibit B, Budget/Fees and Charges** now refer to **Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3**. **Exhibit B-3** is attached and incorporated by reference herein.

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.]**

**[SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:**  
**Contractor Name:**

DOTI-202581683-03 [202160692-03]  
WM Curbside, LLC

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202581683-03 [202160692-03]  
WM Curbside, LLC

By:  Signed by:  
B08503C25FDF490...

Name: Curtis Gardner  
(please print)

Title: Public Sector Solutions Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## EXHIBIT B-3

**WM**  
 222 S. Mill Ave.  
 Suite 301  
 Tempe, AZ 85281  
 C 720-413-5511

Fee Schedule  
 Effective January 1, 2026

**Item 1. Door-to-Door Collection Pricing: Per Stop**

<b>Full Stop Fee*</b>	<b>Copayment Paid by Resident</b>	<b>Cost Per Stop Charged to City**</b>
<b>\$185.10</b>	<b>\$15.00</b>	<b>\$170.10</b>

\* Full Stop Fee – Copayment = Cost Per Stop Charged to City

\*\*Per Stop pricing will be based on the expectation that there is a three (3) gallon minimum of material per appointment

**Item 2. Drop-off Appointment Pricing: Per Appointment**

<b>Full Appointment Fee*</b>	<b>Copayment Paid by Resident</b>	<b>Cost Per App. Charged to City**</b>
<b>\$176.19</b>	<b>\$15.00</b>	<b>\$161.19</b>

\* Full Appointment Fee – Copayment = Cost Per Appointment Charged to City

\*\* Per Appointment pricing will be based on the expectation that there is a three (3) gallon minimum of material per appointment

**Item 3. Excess Material Fees**

For all materials over the collection bag limit for door-to-door appointments and over the 125-pound limit for drop-off appointments only, additional fees as listed below will be charged directly to the resident.

<b>Material Type</b>	<b>Fee Charged to Resident</b>	<b>Per Unit of Measure</b>
<i>Antifreeze</i>	<b>\$2.00</b>	<i>Gallon</i>
<i>Auto Battery</i>	<b>\$1.00</b>	<i>Each</i>
<i>Auto Polish</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Brake Fluid</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Carburetor Cleaner</i>	<b>\$0.60</b>	<i>Pound</i>
<i>Caulk</i>	<b>\$2.25</b>	<i>Pound</i>
<i>CFLs</i>	<b>\$1.60</b>	<i>Each</i>



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<i>Charcoal Fluid</i>	<b>\$7.50</b>	<i>Gallon</i>
<i>Chlorine Bleach</i>	<b>\$9.75</b>	<i>Gallon</i>
<i>Corrosive Chemicals</i>	<b>\$2.75</b>	<i>Pound</i>
<i>Drain Cleaner</i>	<b>\$2.75</b>	<i>Pound</i>
<i>Expired Medications</i>	<b>N/A</b>	<i>Pound</i>
<i>Fertilizer Liquid</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Fertilizer Solid</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Fluorescent Tubes</i>	<b>\$0.40</b>	<i>Each</i>
<i>Gasoline</i>	<b>\$7.50</b>	<i>Gallon</i>
<i>Gear Oil</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Glue Adhesives</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Grout</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Herbicides Liquid</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Herbicides Solid</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Hobby Supplies</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Household Batteries</i>	<b>\$1.75</b>	<i>Pound</i>
<i>Household Cleaners</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Insecticide Liquid</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Insecticide Solid</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Kerosene</i>	<b>\$0.60</b>	<i>Pound</i>
<i>Material Type</i>	<b>Fee Charged to Resident</b>	<i>Per Unit of Measure</i>
<i>Lubricants</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Mercury</i>	<b>\$2.00</b>	<i>Ounce</i>
<i>Mercury Thermometers</i>	<b>\$2.00</b>	<i>Each</i>
<i>Mercury Thermostats</i>	<b>\$2.00</b>	<i>Each</i>
<i>Metal Polish</i>	<b>\$2.25</b>	<i>Pound</i>



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<i>Motor Oil</i>	<b>\$1.00</b>	<i>Gallon</i>
<i>Oil Filters Used</i>	<b>\$1.25</b>	<i>Each</i>
<i>Oxidizers</i>	<b>\$9.75</b>	<i>Pound</i>
<i>Paint Latex</i>	<b>\$1.00</b>	<i>Gallon</i>
<i>Paint Oil-Based</i>	<b>\$7.50</b>	<i>Gallon</i>
<i>PCBs</i>	<b>\$3.50</b>	<i>Pound</i>
<i>Pesticides</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Photo Chemicals</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Pool Chemicals</i>	<b>Varies by hazard category</b>	<i>Pound</i>
<i>Polishes</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Reactives</i>	<b>\$10.00</b>	<i>Pound</i>
<i>Rust Remover</i>	<b>\$2.75</b>	<i>Gallon</i>
<i>Sealants</i>	<b>\$2.25</b>	<i>Pound</i>
<i>Solvent/Thinner</i>	<b>\$7.50</b>	<i>Gallon</i>
<i>Spray/Aerosols</i>	<b>\$5.00</b>	<i>Pound</i>
<i>Stains/Varnish</i>	<b>\$7.50</b>	<i>Gallon</i>
<i>Stripper</i>	<b>\$2.50</b>	<i>Gallon</i>
<i>Transmission Fluid</i>	<b>\$1.00</b>	<i>Gallon</i>
<i>Waxes</i>	<b>\$2.25</b>	<i>Pound</i>



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Consumer Price Index

Consumer Price Index for All Urban Consumers (CPI-U)  
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG  
Not Seasonally Adjusted  
Series Title: Water and sewer and trash collection services  
Area: U.S. city average  
Item: Water and sewer and trash collection services  
Base Period: DECEMBER 1997=100  
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244						314.127	

August - 2024 through July 2025 Total	3734.021
August - 2023 through July 2024 Total	3557.482
Change in 12-Month CPI Measure	176.539
Percent Change in 12-Month CPI	5.0%