

## AMENDATORY AGREEMENT

This **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 an office address located at 3500 South Gun Club Road, Aurora, Colorado 80018 (“WMC”) and **WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, INC.**, a Colorado corporation with an office address located at 222 S Mill Avenue, Suite 333, Tempe, Arizona 85281 (“WMDS”) (collectively WMC and WMDS shall be referred to together as the “Contractor”; and the City and Contractor are collectively referred to as the “Parties”).

### RECITALS:

**WHEREAS**, the City and WMC entered into an agreement (“Landfill Agreement”) dated January 9, 1998, regarding WMC’s management and operation of the City-owned Denver-Arapahoe Disposal Site (“D.A.D.S.”), which is located at 3500 S. Gun Club Road, Aurora, Colorado 80018.

**WHEREAS**, the City and WMC entered into another agreement dated June 10, 2021, for the purpose of continuing the use of D.A.D.S. as the established location and rates for the City’s disposal of construction, industrial, and remedial rubbish, debris, clean dirt, and other materials collected by the City or its subcontractors, including the Denver International Airport (the “2021 Agreement”).

**WHEREAS**, WMDS, is a wholly-owned subsidiary of WMC’s parent company, Waste Management, Inc.; and WMC desires to add WMDS as an additional party to the 2021 Agreement to perform Services, as that term is defined in Paragraph 3.

**WHEREAS**, where the obligations and liabilities of WMC and WMDS set forth in the original 2021 Agreement and this Amendatory Agreement shall be joint and several.

**WHEREAS**, the Parties wish to amend the 2021 Agreement to extend the term, increase the maximum contract amount, update paragraph 23-Notices, update paragraph 24-No Employment of Illegal Aliens, update paragraph 28-No Discrimination in Employment, add paragraph 38-Compliance with Denver Laws, and add paragraph 39, Joint and Several.

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

1. Section 4 of the 2021 Agreement entitled “**TERM OF AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“4. **TERM OF AGREEMENT:** The term of the Agreement shall begin on the date of execution set forth on the City’s signature page and shall expire on **December 31, 2030** (“Term”).”

2. Section 7 of the 2021 Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection C. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“C. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIFTY MILLION DOLLARS AND NO CENTS (\$50,000,000.00)** (the “Maximum Contract Amount”). Any services performed beyond those set forth above are performed at Contractor’s risk and without authorization under the Agreement. The total payment obligation is based on rates and tonnage of Waste Material delivered to D.A.D.S.”

3. Section 23 of the 2021 Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

“23. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, or mailed by certified mail, return receipt requested, at the addresses below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

If to Contractor:

Waste Management of Colorado Director of Landfill Operations 222 S. Mill Ave., Suite 333 Tempe, AZ 85281	Waste Management Disposal Services of Colorado Director of Landfill Operations 222 S. Mill Ave., Suite 333 Tempe, AZ 85281
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With a copy of any termination and violation notices to:

Waste Management of Colorado Vice President and General Counsel 3500 S. Gun Club Road Aurora, Colorado 80018	Waste Management Disposal Services of Colorado Vice President and General Counsel 3500 S. Gun Club Road Aurora, Colorado 80018
Waste Management of Colorado Area Vice President 3500 S. Gun Club Road Aurora, Colorado 80018	Waste Management Disposal Services of Colorado Area Vice President 222 S. Mill Ave., Suite 333 Tempe, AZ 85281

If to the City:

Executive Director of Denver Department of Public Health & Environment or Designee  
City and County of Denver  
201 W. Colfax Avenue, 8<sup>TH</sup> Floor  
Denver, Colorado 80202

Zachery Clayton, Manager  
Denver Department of Public Health & Environment or Designee  
City and County of Denver  
201 W. Colfax Avenue, 8<sup>TH</sup> Floor  
Denver, Colorado 80202

With a copy of any termination and violation notices to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202."

4. Section 24 of the 2021 Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

**"24. [RESCINDED.]"**

5. Section 28 of the 2021 Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT:**" is hereby deleted in its entirety and replaced with:

**"28. 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 [and authorized to work in the United States], 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.

6. Section 38 entitled "**COMPLIANCE WITH DENVER LAWS**" is hereby added to the 2021 Agreement as follows:

**"38. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the

Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

7. Section 39 entitled "**JOINT AND SEVERAL**" is hereby added to the 2021 Agreement as follows:

**"39. JOINT AND SEVERAL:** WMDS and WMC assume and agree to be bound by the terms of the 2021 Agreement from and after the Effective Date, all as though the 2021 Agreement had been made and executed by WMDS and WMC as the Contractor. WMC and WMDS further agree that all obligations and liabilities arising from or relating to Contractor's performance of the 2021 Agreement and amendments thereto shall be joint and several.

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

9. This 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:**  
**Contractor Name:**

ESEQD-202578662-01 / ENVHL-202053770-01  
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:  
  
\_\_\_\_\_

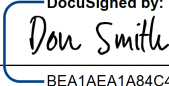
**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

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

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

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

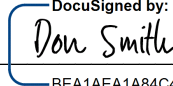
ESEQD-202578662-01 / ENVHL-202053770-01  
WASTE MANAGEMENT OF COLORADO, INC.

By:   
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Name: Don Smith  
(please print)

Title: President  
(please print)

WASTE MANAGEMENT DISPOSAL SERVICES OF  
COLORADO, INC.

By:   
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Name: Don Smith

Title: President