

SECOND AMENDATORY AGREEMENT

This **SECOND 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, authorized 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, and an Amendatory Agreement dated November 27, 2023, (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, update paragraph 7-Examination of Records, update paragraph 24-No Discrimination in Employment, add paragraph 37-Compliance with Denver Wage Laws, 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, 2025** (the “Term”). The term of this Agreement may be extended by a mutual written amendment to this Agreement for up to one additional one (1) year 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 **SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$650,000.00)** (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. Section 7 of the Agreement entitled "**EXAMINATION OF RECORDS:**" is hereby deleted in its entirety and replaced with:

"7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276."

4. Section 24 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT:**" is hereby deleted in its entirety and replaced with:

“**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant 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. Consultant shall insert the foregoing provision in all subcontracts.”

5. Section 37 of the Agreement entitled “**Compliance with Denver Wage Law:**” is hereby added to the Agreement as follows:

“**37. COMPLIANCE WITH DENVER WAGE LAWS.** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, 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.”

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

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

8. This Second 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.

Contract Control Number: DOTI-202476612-02 [202160692-02]
Contractor Name: 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202476612-02 [202160692-02]
WM Curbside, LLC

By:  Signed by:
Curtis Gardner
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-2



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

Fee Schedule
 Effective January 1, 2025

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

Full Stop Fee*	Copayment Paid by Resident	Cost Per Stop Charged to City**
\$176.29	\$15.00	\$161.29

* 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

Full Appointment Fee*	Copayment Paid by Resident	Cost Per App. Charged to City**
\$167.80	\$15.00	\$152.80

* 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.

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



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



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

NOTE: Contractor shall track and monitor requests and schedule pickups in accordance with contract capacity and term. Should the requests reach 75% of capacity, the contractor shall coordinate and communicate with the City to schedule remaining pickups so as to not go over contract capacity.



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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 in
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
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						299.305	

August - 2023 through July - 2024 Total	3557.482
August - 2022 through July - 2023 Total	3382.049
Change in 12-Month CPI Measure	175.433
Percent Change in 12-Month CPI	5.2%