

**AMENDMENT NO. 2 TO EMERGENCY CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
WASTE MANAGEMENT OF LOUISIANA, L.L.C.**

THIS SECOND AMENDMENT TO THE EMERGENCY CONTRACT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Waste Management of Louisiana, L.L.C., represented by Domenica Farmer, Area Vice President (the "Contractor"). The City and the Contractor may sometimes be collectively referred to as the "Parties." The Amendment is effective as of March 28, 2022 (the "Effective Date").

RECITALS

WHEREAS, on and effective as of September 24, 2021, the City and the Contractor entered into an Emergency Contract to hire a firm to open and operate an additional, strategically located transfer station to house, consolidate, aggregate, and haul municipal solid waste to River Birch, LLC's solid waste disposal facility (the "Contract" or "K21-1185");

WHEREAS, on and effective as of October 8, 2021, the City and the Contractor entered into an amendment to the Contract to modify the Contractor's Proposal and scope of services provided by the Contractor, specifically for the purpose of obtaining, installing, and using a second scale at the Contractor's Transfer Station (the "Amendment No. 1" or "K21-1225");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to modify the rate per ton and the ceiling price/maximum compensation.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Contract as follows:

1. **Rate of Compensation.** Section "B" of Exhibit "C" – Contractor's Bid Proposal is deleted in its entirety and replaced, as follows:

\$45.60 per ton for term of the Contract, includes transfer trailer from Chef Transfer to River Birch's Landfill in Avondale. The transfer rate is based on current fuel rates. Should there be a change in fuel prices, a fuel surcharge would apply based on standard Department of Energy ("DOE") fuel surcharge tables.

2. **Ceiling Price / Maximum Compensation.** The ceiling price / maximum compensation described in Article III Section E of the Contract is increased by \$4,000,000 to a total amount not to exceed \$10,000,000.

3. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Contract:

Article XI Section J of Exhibit "D" - Convicted Felon Statement. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor

principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

Article XI Section K of Exhibit "D" - Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

Article VI - Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

Article VII - Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

4. **Exhibit F – The Surety’s Obligations.** Exhibit “F” Section A(1) and Section A(2) are amended by increasing the full sum of the performance bond and payment bond from \$6,000,000 to \$10,000,000 for each respective bond in order to align with the increase to the ceiling price / maximum compensation, as set forth in Article III Section E of the Contract, as amended. Exhibit “F”, as amended, is attached hereto, and is fully incorporated herein.

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Contract remain in full force and effect.

[EXHIBIT “F” AND SIGNATURES CONTAINED ON THE NEXT PAGE(S)]

[The remainder of this page is intentionally left blank.]

EXHIBIT F - THE SURETY'S OBLIGATIONS

A. Performance and Payment Bonds.

NAME OF SURETY COMPANY: See Attachment A
whose principal address is _____
_____ (the "Surety")

intervenes in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor by this Contract in the full sum of **\$10,000,000**; and
2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract the full sum of **\$10,000,000**.

Each of these bonds is to be considered separate and distinct, and no payment made by the Surety under either bond shall in any way reduce the obligations of the Surety under the other.

B. Acknowledgement of Contract. The Surety represents and warrants that it has fully read and understands the terms of this Contract, including all incorporated documents.

C. Survival and Validity of Bonds. The Surety's bonds shall remain in full force and effect, and shall survive the termination of this Contract, but shall become null and void if the Contractor: (1) well and faithfully performs all and singular the obligations assumed by the Contractor in this Contract; (2) promptly pays all wages of laborers, workmen, or mechanics to be employed by the Contractor for all work done or labor performed by the Contractor or by any sub-contractors; or furnished to sub-contractors, and used in the construction, erection, alteration, performance or repairs of the work required by the Contract; (3) promptly pays for all materials or supplies furnished to the Contractor, or by any subcontractor, or to any subcontractor, for the use in machines used in the construction, erection, alteration, performance or repair of the work required by the Contract; (4) fully secures and protects the City, its legal successor and representatives, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the Contractor to comply with all of the obligations assumed by it; and (5) promptly delivers all the work required by the Contract to the City, free from any and all claims, liens and expenses. The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans or specifications, or in the manner and mode of payment.

D. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Exhibit delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Exhibit. No legally binding obligation shall be created with respect to the Surety until it has delivered or caused to be delivered a manually signed copy of this Exhibit.

[SIGNATURE(S) CONTAINED ON NEXT PAGE(S)]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: [Signature] for
LATOYA CANTRELL, MAYOR

Executed on this 29th of September, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy Wile

WASTE MANAGEMENT OF LOUISIANA, L.L.C.

BY: [Signature]

DOMENICA FARMER, AREA VICE PRESIDENT

FEDERAL TAX I.D.

IN WITNESS WHEREOF, the Surety, through its duly authorized representative,
executes this Amendment.

PRINT NAME OF SURETY

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

FEDERAL TAX I.D.: _____

[END OF AMENDMENT]

RIDER TO SURETY BOND

PURPOSE: INCREASE

To be attached to Bond Number 872235, issued by Evergreen National Indemnity Company, as Surety in the amount of Six Million and 00/100 Dollars (\$6,000,000.00), on behalf of Waste Management of Louisiana, LLC, in favor of the City of New Orleans.

In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that the bond shall be modified to read as follows: The above said bond amount shall be Ten Million and 00/100 Dollars (\$10,000,000.00), for Performance Bond of \$10,000,000.00 and Payment Bond of \$10,000,000.00 effective the 1st day of August 2022.

All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed, sealed and dated this 29th day of August 2022.

Principal: **Waste Management of Louisiana, LLC**

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Surety: **Evergreen National Indemnity Company**

By: Denise M. Borowy
Denise M. Borowy, Attorney-In-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Kathleen P. Price, Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

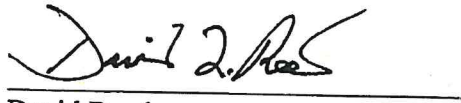
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of August 29, 2022.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



David Reed
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 872235

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: **Denise M. Borowy**

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, depose and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K. Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 29th day of August, 2022.


Wan C. Collier, Secretary