

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 its principal office street address located at 800 Capitol Street, Suite 3000, Houston, TX 77002, doing business in Colorado at 5500 S. Quebec Street, Greenwood Village, Colorado 80111, and with a mailing address of 222 S. Mill Avenue, Suite 333, Tempe, AZ 85281, (“WMC” or “Contractor”); City and Contractor are collectively referred to as the “Parties”.

RECITALS:

A. The Parties entered into a “Landfill Agreement” dated January 9, 1998, regarding Contractor’s management and operation of the City-owned Denver-Arapahoe Disposal Site (“D.A.D.S.”).

B. The Parties entered into Agreements dated July 5, 1995, April 19, 2000, November 15, 2005, December 24, 2009 (which was amended by an Amendatory Agreement dated December 28, 2010, and a Second Amendatory Agreement dated April 7, 2011), October 24, 2011, and March 9, 2015, regarding the City’s utilization of D.A.D.S. (collectively “Prior Disposal Contracts”).

C. The City continues to require the use of D.A.D.S. for disposal of trash, rubbish, debris, wrapped garbage, and/or other materials that are legally permitted to be disposed of at D.A.D.S. and collected in the City and County of Denver (“Waste Material”), which Contractor continues to manage and operate subject to the Landfill Agreement.

D. The Parties entered into this Agreement dated January 15, 2020, (this “Agreement”) to perform, and complete all of the services and produce all the deliverables under the solid waste disposal pricing set forth in Exhibit A, the Solid Waste Disposal Pricing.

E. The Parties wish to amend this Agreement to extend the term, increase the maximum contract amount, update subsections A, B (1), and C of paragraph 5-Rates; Payment, update paragraph 21-No Employment of Illegal Aliens, update paragraph 25-No Discrimination in Employment, amend Exhibit A-the solid waste disposal pricing, and update Exhibit B-the certificate of insurance.

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 OF AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“3. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of execution referenced on the signature page below and will expire on **December 31, 2025**, (“Term”).”

2. Section 5 of the Agreement entitled “**RATES; PAYMENT:**”, Subsection **A.** entitled “Rates.” is hereby deleted in its entirety and replaced with:

“**A. Rates.** Contractor shall provide the City with a proposed annual rate schedule of disposal pricing at D.A.D.S. as well as disposal and processing/transportation components of the Base Rate at the Transfer Facilities no later than **July 1** of each year. The rate sheet for January 1, 2023 through and including December 31, 2023 is attached as **Exhibit A-1** (rates in Exhibit A-1 shall collectively be the “Rates”). Contractor represents that the D.A.D.S. rates set forth therein are consistent and competitive with rates at other Denver Metro area non-hazardous waste landfills and are the lowest, best, gate rate for D.A.D.S, including rates charged to WMC or any WMC parent or affiliate or third party. For purposes of clarification of the Parties’ intent with respect to this Agreement, a “lowest, best, gate rate” would be a rate that is less than a total rate charged to WMC, a WMC parent or affiliate, or third party, including the base rate plus environmental fee, regulatory cost recovery fee, fuel surcharge and other fees/charges currently imposed by WMC or a WMC affiliate. Environmental Maintenance Fees will not be included when determining the “lowest, best, gate rate.””

3. Section 5 of the Agreement entitled “**RATES; PAYMENT:**”, Subsection **B.** entitled “Rate Adjustment.”, Subsubsection **(1)** entitled “Annual CPI Adjustment” is hereby deleted in its entirety and replaced with:

“**(1) Annual CPI Adjustment.** Commencing on January 1, 2024 and the same date annually thereafter during the term of this Agreement (the “Adjustment Date”), CPI adjustments to Contractor’s Rates shall be done automatically by a percentage equal to the annual percent change in the Consumer Price Index, All Items, All Urban Consumers (1982-84 = 100) for the Denver-Aurora-Lakewood, CO metropolitan area (“CPI”), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous April 30. As provided in Section 5(A), on or before the July 1 immediately prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations of the CPI adjustment. Adjustments to the Contractor’s Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. CPI adjustments may not be negative. If the CPI is discontinued, then the parties will work in good faith to determine an index that most closely tracks inflation regarding Contractor’s business and the services hereunder. Any annual CPI adjustments must not increase the D.A.D.S. Rates above the “lowest, best gate rate” for the City.”

4. Section 5 of the Agreement entitled “**RATES; PAYMENT:**”, Subsection **C.** entitled “Payment.” is hereby deleted in its entirety and replaced with:

“**C. Payment.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation under the Agreement will not exceed **FORTY-SIX MILLION**

DOLLARS AND NO CENTS (\$46,000,000.00) (“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 the Facilities.”

5. Section 21 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“21. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in the Certification Ordinance, and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

6. Section 25 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is hereby deleted in its entirety and replaced with:

“**25. 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, 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.”

7. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Solid Waste Management Disposal Pricing**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

8. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Certificate of Insurance**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

10. 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: DOTI-202265244-01 [201951474-01]
Contractor Name: 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202265244-01 [201951474-01]
WASTE MANAGEMENT OF COLORADO, INC.

By:  _____
2662860BF4064CA...

scott Bradley
Name: _____
(please print)

President
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

City & County of Denver : 2022 CPI Summary

Disposal CPI: 3.54% *per BLS Data Series*

Transportation CPI: 3.54% *per BLS Data Series*

**Disposal Pricing
For
Disposal Facilities
Period of : January 1, 2023 thru December 31, 2023 DENVER ARAPAHOE DISPOSAL SITE (DADS)**

Conventional Trucks and Transfer Trailers				
	2022 Base Rate	2023 Base Rate	CO State SWUF/FRDF*	2023 Rate
Disposal	\$16.61	\$17.20	\$3.17	\$20.37

DISPOSAL AND RECYCLING TRANSFER STATION (D&R)

	2022 Base Rate	2023 Base Rate	Fuel Adjustment	CO State SWUF/FRDF*	2023 Rate
Transfer Station	\$18.34	\$18.99	\$1.22	\$0.00	\$20.21
Disposal	\$16.61	\$17.20	\$0.00	\$3.17	\$20.37
Total Rate per Ton	\$34.95	\$36.19	\$1.22	\$3.17	\$40.58

DENVER SOUTH TRANSFER STATION (SOUTH METRO)

	2022 Base Rate	2023 Base Rate	Fuel Adjustment	Englewood City Tax** / CO State SWUF/FRDF*	2023 Rate
Transfer Station	\$18.34	\$18.99	\$1.02	\$1.67	\$21.68
Disposal	\$16.61	\$17.20	\$0.00	\$3.17	\$20.37
Total Rate per Ton	\$34.95	\$36.19	\$1.02	\$4.84	\$42.05

Taxes :	2022	2023
SWUF	\$1.17	\$1.17
FRDF	\$1.50	\$2.00
City of Englewood	\$1.67	\$1.67

Note : 4th of 4 \$0.50/Ton year increase and then adjusts to CPI increase



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2023

11/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):												
INSURER(S) AFFORDING COVERAGE													
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF COLORADO, INC. 5500 SOUTH QUEBEC STREET GREENWOOD VILLAGE CO 80111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: right;">22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td style="text-align: right;">43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td style="text-align: right;">20702</td> </tr> <tr> <td>INSURER D: ACE Property & Casualty Insurance Co</td> <td style="text-align: right;">20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D: ACE Property & Casualty Insurance Co	20699	INSURER E:		INSURER F:	
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INSURER C: ACE Fire Underwriters Insurance Company	20702												
INSURER D: ACE Property & Casualty Insurance Co	20699												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 11076578 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C68918595 (AOS) WLR C68918558 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED(S) WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE BUSINESS AUTO LIABILITY POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

11076578 CITY AND COUNTY OF DENVER PUBLIC WORKS PURCHASING/FINANCE DEPT. 201 W. COLFAX AVE., DEPT. 611 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: HDO G72492365

Endorsement Number: 8

**COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV — Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: MMT H25550328
Attachment Code: D540747 Certificate ID: 11076578

Endorsement Number: 30

**COMMERCIAL AUTO
CA 99 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY - BROADENED COVERAGE
FOR COVERED AUTOS - BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Attachment Code: D448226 Certificate ID: 11076578

Workers' Compensation and Employers' Liability Policy

Named Insured WASTE MANAGEMENT, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	Endorsement Number
	Policy Number Symbol: WLR Number: WLR C68918595 (AOS)
Policy Period 1/1/2022 TO 1/1/2023	Effective Date of Endorsement 1/1/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

 Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured WASTE MANAGEMENT, INC . 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	Endorsement Number
	Policy Number Symbol: WLR Number: WLR C68918558 (AZ,CA & MA)
Policy Period 1/1/2022 TO 1/1/2023	Effective Date of Endorsement 1/1/2022
Issued By (Name of Insurance Company)	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3 .A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1 . () Specific Waiver
Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2 . Operations:

ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT

3 . Premium :

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4 . Minimum Premium : \$0

Authorized Agent