

124
R.A.T.

R.A.T.
FILED
RECORDS OF MORTGAGES
PARISH OF ORLEANS
2008 FEB 7 AM 9 15

CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
METRO/DURR GROUP

K07-591
Amy Oates
658-4807
MBR



This agreement is made and entered into this 29 day of January, 2007 by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor ("City"), and the Metro/Durr Group, ("Contractor").

WITNESSETH

WHEREAS, the City desires to engage a contractor for emergency comprehensive demolition services; and

WHEREAS, in the purpose, the City issued an Invitation To Bid dated June 8, 2007, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

WHEREAS, Contractor, whose office is located at 817 Hickory Avenue, Harahan, 70123, is qualified; and has the necessary expertise, and both the City and the Contractor desire enter this agreement; and

NOW THEREFORE, the City of New Orleans and the Contractor for the consideration under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto the said Metro/Durr Group, the contract for comprehensive demolition services, Item Nos. All Items, for the period of Two Years, effective date hereof, strictly according to Bid Proposal No. 7608-00312 and the Contractor's bid therefor.

I HEREBY CERTIFY THAT ALL AMOUNTS SHOWN
IN THIS CONTRACT ARE TRUE AND CORRECT

Andre Cohen 1-30-08
PURCHASING ADMINISTRATOR & CLERK

R.A.T.
NA #: 08-12394 INST. #: 926970 BOOK: 1
TYPE: CONTRACT AMT: 9726.00 DT: 2/7/08 9:26 AM
For Case: Office of the Clerk of the Court, Harahan, New Orleans, Louisiana, Record Section

EXHIBIT
"A"

thereto, a copy of which is attached hereto and made part hereof. This is a price protection contract and is not binding insofar as any specific quantity.

The Contractor binds itself to perform this contract well and faithfully, strictly in accordance with said Bid Proposal and its bid thereunder, to observe and comply with all the conditions and stipulations contained in the Bid Proposal in every particular, and at all times to abide by and be held amendable and subject to the terms, penalties and conditions of said Bid Proposal and this contract.

For performance hereunder and according to the Bid Proposal, the City binds and obligates itself to pay the Contractor the amount set forth in its bid.

And now to these presents personally came and intervened **Traveler's Casualty and Surety Company of America** as Surety,

APPROVED
SURETY ONLY

Who declared that it has read and taken full cognizance of the hereinbefore written Contract between the City of New Orleans and the said Contractor, and does hereby bind itself as surety for the faithful performance of all work called for in the said contract by the said contractor in the full sum of **TWO HUNDRED EIGHTY-FOUR THOUSAND, EIGHT HUNDRED AND FIVE DOLLARS AND FIFTY CENTS (284,805.50) Dollars**; and does further bind and obligate itself as surety for the payment by the said contractor of all payments to be made by the said contractor under the contract, in the full sum of **TWO HUNDRED EIGHTY-FOUR THOUSAND, EIGHT HUNDRED AND FIVE DOLLARS AND FIFTY CENTS (284,805.50) Dollars**, each of the said bonds given herein to be considered separate and distinct, and no payment made by the surety under either shall in any way reduce the obligations of the surety under the other.

NOW THE CONDITION, of this obligation is such that if the said Contractor, shall well and faithfully perform all and singular the obligations assumed by it in the aforesaid contract, and

shall promptly pay all wages of laborers, workmen, or mechanics, to be employed by it, for all work done or labor performed by it or by any sub-contractors; and shall promptly pay all furnishers of material, supplied to itself or by subcontractors, or furnished to sub-contractors, and used in the construction, erection, alteration, or repairs of the work called for by the aforesaid contract; and shall promptly pay for all materials or supplies furnished to the said Contractors, or by any sub-contractor, or to the sub-contractor, for the use in machines used in the construction, erection, alteration, or repair of the work specified in the aforesaid contract; and shall fully secure and protect the said City of New Orleans, its legal successor and representative, 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 aforesaid Contractor, to comply with all of the obligations assumed by it; and likewise to promptly deliver all the work called for by said contract to the City of New Orleans, free from any and all such claims, liens and expenses, then, this said bond shall become null and void, otherwise to remain in full force and effect.

No modifications, omissions, additions, in or to the terms of said contract, in the plans or specifications, or in the manner and mode of payment, shall in any manner affect the obligations of the undersigned surety in connection with the aforesaid contract.

The proposed Contractor and its Surety consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans, and formally waive any pleas of jurisdiction on account of the residence elsewhere of the proposed Contractor and Surety, under any applicable bond, as well as all pleas of discussion between the Contractor and Surety under any applicable bond.

IN WITNESS WHEREOF the parties hereto have made and executed this contract effective the day and year first above written:

WITNESSES:

Shirley J. ...
Patricia ...

CITY OF NEW ORLEANS

C. Ray Nagin
By: C. RAY NAGIN, MAYOR

METRO/DURR GROUP

Henry F. Yoder, Jr.
By: HENRY F. YODER, JR.
MANAGING PARTNER

Tax ID No. Metro: 72-1134884
Tax ID No. Durr: 72-0798414

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Melanie Stern
By: Melanie Stern
ATTORNEY-IN-FACT

FORM AND LEGALITY APPROVED

[Signature]
LAW DEPARTMENT
CITY OF NEW ORLEANS

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215513

Certificate No. 001699700

KNOW ALL MEN BY THESE PRESENTS That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Bert Guiberteau Jr., and Melanie Starn

of the City of Metairie, State of Louisiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of June, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of June, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

58440-8-08 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers, President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kon M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kon M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

FILE COPY

AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
METRO/DURR GROUP

THIS AGREEMENT, made and entered into this 4th day of December, 2009, by and between the City of New Orleans, represented by C. Ray Nagin, Mayor, (ACity@) and Metro/Durr Group [FIRM], herein represented by Henry F. Yoder, JR. [REP], (AContractor@), witnesses that,

WHEREAS, on January 29, 2008, the City Bid Proposal 7608-00312 and the Contractor entered into a contract for emergency comprehensive demolition services; and

WHEREAS, pursuant to that contract, and to facilitate the continuity of services thereunder, the parties desire to extend the contract through January 1, 2011; authorizing additional funding thereunder;

NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

1. The termination date of the said agreement is extended to January 1, 2011.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated January 1, 2011, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

WITNESSES:

[Signature]

[Signature]

CITY OF NEW ORLEANS

By: C. RAY NAGIN, MAYOR

Metro/Durr Group

[Signature]

 By: Henry F. Yoder, JR.

Tax ID no.
 Metro: 72-1134884
 Durr: 72-0798414

K10-022

AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
METRO/DURR GROUP

THIS AGREEMENT, made and entered into this ²⁰ ~~4th~~ day of ~~December, 2009~~ ^{JANUARY 2010}, by and between the City of New Orleans, represented by C. Ray Nagin, Mayor, (ACity@) and Metro/Durr Group [FIRM], herein represented by Henry F. Yoder, JR. [REP], (AContractor@), witnesses that,

WHEREAS, on January 29, 2008, the City Bid Proposal 7608-00312 and the Contractor entered into a contract for emergency comprehensive demolition services; and

WHEREAS, pursuant to that contract, and to facilitate the continuity of services thereunder, the parties desire to extend the contract through January 1, 2011; authorizing additional funding thereunder;

NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

1. The termination date of the said agreement is extended to January 1, 2011.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated January 1, 2011, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

WITNESSES:

Gay J. Guines
Melba E. Duncan
Cheryl Mendig
Tatiana Beau
 FISCAL

FORM AND LEGALITY APPROVED.

FRED WILD
Law Department, City of New Orleans

10-022

CITY OF NEW ORLEANS

[Signature]
By: C. RAY NAGIN, MAYOR

Metro/Durr Group

[Signature]
By: Henry F. Yoder, JR.

Tax ID no.
Metro: 72-1134884
Durr: 72-0798414

K11-394

AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
METRO/DURR GROUP

THIS AGREEMENT, made and entered into this 3 day of June, 2011, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Metro/Durr Group, herein represented by Henry F. Yoder, Jr., Managing Partner, ("Contractor"), witnesses that,

WHEREAS, on January 29, 2008, pursuant to City procurement number 7608-00312, the City and the Contractor entered into a two-year agreement for comprehensive demolition services; and

WHEREAS, by agreement amendment dated March 25, 2008, the City and Contractor corrected agreement performance and payment bond provisions; and

WHEREAS, by agreement amendment dated January 29, 2010 the City and Contractor extended the contract term; and

WHEREAS, the parties desire to amend the contract to extend the term a second time and adopt a required provision concerning the Inspector General of the City of New Orleans; and

NOW THEREFORE, the City and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

1. The termination date of the said agreement is extended to December 31, 2011.
2. The Contract Terms and Conditions are amended to add and include the following provision:

"AUDIT AND OTHER OVERSIGHT: It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena."

3. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated January 29, 2008, as amended, save the above and foregoing changes.

And now comes and intervenes **Travelers Casualty and Surety Company of America**, herein as surety, and binds itself as in the original Agreement dated January 29, 2008 for the herein-extended period thereof.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

METRO/DURR GROUP



By: HENRY F. YODER, JR.,
Managing Partner
Tax ID No. (Metro): 72-1134884
Tax ID No. (Durr): 72-0798414

CITY OF NEW ORLEANS



By: MITCHELL J. LANDRIEU, MAYOR

**TRAVELERS CASUALTY
BROWN
AND SURETY COMPANY OF AMERICA**



By: Melanie Stern
Mandatarly/Attorney in Fact



By: NANNETTE V. JOLIVETTE

CITY ATTORNEY



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215513

Certificate No. 003371818

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Bert Guiberteau Jr., and Melanie Stern

of the City of Metairie, State of Louisiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of December, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 2nd day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

K12-083

AMENDMENT NO. 4
TO
CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
METRO/DURR GROUP

THIS AMENDMENT, made and entered into this 29th day of February, 2012, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Metro/Durr Group, by Henry F. Yoder, Jr., Managing Partner ("Contractor") (collectively "parties"), witnesses that,

WHEREAS, on January 29, 2008, pursuant to City procurement number 7608-00312, City and Contractor entered into a two-year agreement for comprehensive demolition services ("Original Agreement"); and

WHEREAS, by agreement amendment dated March 25, 2008, City and Contractor corrected performance and payment bond provisions in the Original Agreement; and

WHEREAS, by agreement amendment dated January 20, 2010, City and Contractor extended the Original Agreement term; and

WHEREAS, by agreement amendment dated June 3, 2011, City and Contractor adopted a required provision concerning the Inspector General of the City of New Orleans and extended the term to December 31, 2011;

NOW THEREFORE, City and Contractor, for the consideration and under the conditions set forth, do agree as follows:

1. The Housing and Economic Recovery Act (HERA), enacted on July 30, 2008, established the Neighborhood Stabilization Program (NSP) and appropriated \$3.92 billion to be distributed to states and local governments across the country to address the effects of abandoned and foreclosed properties in the nation's communities. The City of New Orleans was awarded \$2,302,208 as part of NSP1. Up to \$746,988 of NSP1 funding may be used to fund the Original Agreement, as amended.
2. The termination dated of the Original Agreement is hereby extended to December 31, 2012.
3. **CONVICTED FELON STATEMENT:** The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. 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.

4. **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 him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

5. **OWNERSHIP INTEREST DISCLOSURE:**The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

6. **SUBCONTRACTOR REPORTING:**The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

7. **EMPLOYEE VERIFICATION:** Contractor swears that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if

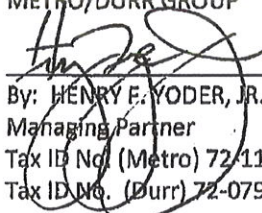
requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

8. The parties reaffirm the validity of all provisions of the Original Agreement dated January 29, 2008, as amended, save the above and foregoing changes.

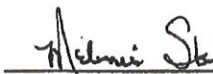
And now comes and Intervenes TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, herein as surety, and binds itself as in the Original Agreement for the herein-extended period thereof.

IN WITNESS THEREOF, the parties hereto have executed this Amendment effective the day and year first above written:

METRO/DURR GROUP


By: HENRY F. YODER, JR.
Managing Partner
Tax ID No. (Metro) 72-1134884
Tax ID No. (Durr) 72-079-8414

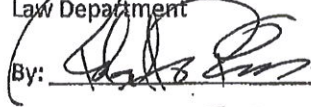
TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA


By: Melanie Stern, Attorney-in-Fact
By:

CITY OF NEW ORLEANS


By: MITCHELL J. LANDREIU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: ROBERT P. [unclear]



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215513

Certificate No. 003372052

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Bert Guiberteau Jr., and Melanie Stern

of the City of Metairie, State of Louisiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of December, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 2nd day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of February, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

K12-1044

AMENDMENT TO CONTRACT BETWEEN
THE CITY OF NEW ORLEANS AND METRO/DURR GROUP

THIS AMENDMENT, made and entered into this 7 December, 2012, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Metro/Durr Group, by Henry F. Yoder, Jr., Managing Partner, ("Contractor") (collectively "parties"), witnesses that,

WHEREAS, on January 29, 2008, pursuant to City procurement number 7608-00312, City and Contractor entered into a two-year agreement for comprehensive demolition services ("Agreement"); and

WHEREAS, by agreement amendment dated March 25, 2008, City and Contractor corrected agreement performance and payment bond provisions; and

WHEREAS, by agreement amendment dated January 20, 2010, City and Contractor extended the contract term; and

WHEREAS, by agreement amendment dated June 3, 2011, City and Contractor adopted a required provision concerning the Inspector General of the City of New Orleans and extended the term to December 31, 2011;

WHEREAS by agreement amendment dated February 29, 2012, City and Contractor noted the use of Neighborhood Stabilization Program funds and extended the term to December 31, 2012

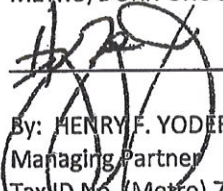
NOW THEREFORE, City and Contractor, for the consideration and under the conditions set forth, do agree as follows:

1. The parties reaffirm the validity of all provision of the original Agreement dated January 29, 2008, as amended, save the above and foregoing changes.
2. The termination date of the said contract is now extended to December 31, 2013.

And now comes and intervenes TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, herein as surety, and binds itself as in the original Agreement for the herein-extended period thereof.

IN WITNESS THEREOF, the parties hereto have executed this Amendment effective the day and year first above written:

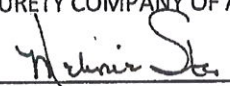
METRO/DURR GROUP


By: HENRY F. YODER, JR.
Managing Partner
Tax ID No. (Metro) 72-1134884
Tax ID No. (Durr) 72-079-8414

CITY OF NEW ORLEANS


By: MITCHELL J LANDREIU, MAYOR

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA


By: Melanie Stern, Attorney-in-Fact

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

K13-1398

AMENDMENT No. 6 TO CONTRACT BETWEEN
THE CITY OF NEW ORLEANS AND METRO/DURR GROUP

THIS AMENDMENT is made and entered into this 23 day of JAN, 2014, but made effective as of December 31, 2013 ("Effective Date"), by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Metro/Durr Group, by Henry F. Yoder, Jr., Managing Partner, ("Contractor") (collectively "parties").

WHEREAS, on January 29, 2008, pursuant to City procurement number 7608-00312, City and Contractor entered into a two-year agreement for comprehensive demolition services ("Agreement");

WHEREAS, by agreement amendment dated March 25, 2008, City and Contractor corrected agreement performance and payment bond provisions;

WHEREAS, by agreement amendment dated January 20, 2010, City and Contractor extended the contract term;

WHEREAS, by agreement amendment dated June 3, 2011, City and Contractor adopted a required provision concerning the Inspector General of the City of New Orleans and extended the term to December 31, 2011;

WHEREAS by agreement amendment dated February 29, 2012, City and Contractor noted the use of Neighborhood Stabilization Program funds and extended the term to December 31, 2012;

WHEREAS by agreement amendment dated December 7, 2012, City and Contractor extended the contract term to December 31, 2013;

WHEREAS, by the terms of the bid, the contract may be extended for one additional year and the parties wish to make such an amendment.

NOW THEREFORE, City and Contractor, for the consideration and under the conditions set forth, do agree as follows:

1) Term Extention: The Term of the Agreement is extended to December 31, 2014.

2) Additional Miscellaneous Provisions: The following terms and conditions are added to the Agreement:

4.1 Audit and Other Oversight. It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the

contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

4.2 Subcontractor Reporting. The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

4.3 Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

3) Convicted Felon Statement: The Contractor swears that it complies with City Code § 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.

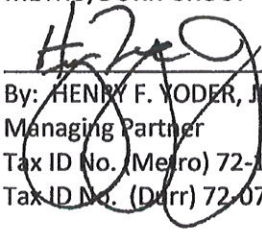
4) Non-Solicitation Statement: The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working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

5) Non-Waiver: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6) And now comes and intervenes TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, herein as surety, and binds itself as in the original Agreement for the herein-extended period thereof.

IN WITNESS THEREOF, the parties hereto have executed this Amendment effective the day and year first above written:

METRO/DURR GROUP


By: HENRY F. YODER, JR.
Managing Partner
Tax ID No. (Metro) 72-1134884
Tax ID No. (Durr) 72-0798414

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA


By: MELANIE STERN, ATTORNEY-IN-FACT

CITY OF NEW ORLEANS


By: MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans