

**AN AMENDMENT TO A DUMPING OF EXCAVATED MATERIALS PRICE AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND WASTE MANAGEMENT OF ILLINOIS, INC.  
TO RAISE THE NOT TO EXCEED AMOUNT TO \$140,000.00**

**THIS AMENDMENT TO THE DUMPING OF EXCAVATED MATERIALS PRICE AGREEMENT** between the Village of Oak Park, an Illinois home rule municipal corporation, and Waste Management of Illinois, Inc., 700 Butterfield Road, Floor 4, Lombard, IL 60148 a Delaware Corporation authorized to conduct business in the State of Illinois ("Contractor"), is entered into this \_\_\_\_\_ day of November, 2018 (collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, the Parties entered into a Dumping of Excavated Price Agreement dated March 21, 2018 ("Agreement"); and

**WHEREAS**, the Parties seek to amend Section 1 of the Agreement pursuant to this Amendment to raise the not to exceed amount to \$140,000.00 from \$95,000.00.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO AGREEMENT.** Section 1 ("Price") of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Contractor owns a Transfer Station that has provided the Village with a 2018 price for the dumping of spoils per ton as set forth in its Proposal dated February 6<sup>th</sup>, 2018, attached hereto and incorporated herein by reference. The Village accepts the price set forth in the attachment and agrees to price from Contractor as it finds necessary at the price set forth in the attachment. This Agreement does not commit the Village to dispose of any specific quantity of Materials. The total amount of spoils material to be dumped pursuant to this Agreement shall not exceed ~~\$95,000.00~~ \$140,000.00 for the 2018 contract year.

3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to the Agreement to be signed by their duly authorized representatives on the day and date first written above.

**VILLAGE OF OAK PARK**

**WASTE MANGAGEMENT OF ILLINOIS, INC.**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

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

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

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

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018