

SECOND AMENDMENT
TO WASTE COLLECTION AGREEMENT

THIS SECOND AMENDMENT TO WASTE COLLECTION AGREEMENT, (this "Second Amendment") is made as of the 3rd day of June, 2019, but actually executed by each of the parties on the dates set forth below, by and between the City of Farmer City, Illinois, an Illinois municipal corporation (the "City"), and Area Disposal Service, Inc., an Illinois corporation (the "Contractor"), with respect to that certain Waste Collection Agreement dated as of December 1, 2017 (the "Agreement"), by and between the City and the Contractor. Except as otherwise specifically defined elsewhere herein, all capitalized words, terms and phrases as used in this Second Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

The City and Contractor each acknowledge that a the requirement for the monetary amount of the Performance Bond was inordinately high for the City's needs and that the parties now wish to amend the Agreement by this Second Amendment in order to revise the undertakings and agreements of the parties to account for such inordinate requirement.

NOW, THEREFORE, in consideration of the undertakings and agreements by the City and the Contractor as parties to the Agreement, including those as contained in this Second Amendment to the Agreement, the City and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

Article 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Twenty-five Thousand (\$25,000) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

Ratification of Agreement. Except as expressly supplemented and amended as provided of this Second Amendment above, all other provisions of the Agreement are hereby ratified, confirmed and approved by both the City and the Contractor.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Second Amendment to be executed by proper officers duly authorized to execute the same as of the dates set forth below.

CITY OF FARMER CITY, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: _____
Mayor

By: _____
Vice President – Sales, Strategic
Operations and Special Projects

Attest:

Attest:

Clerk

Municipal Marketing Manager