

FIRST AMENDMENT TO SOLID WASTE AND RECYCLING
COLLECTION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT ("First Amendment") is made and effective July 23, 2019, by and between the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") and PDC SERVICES, INC., an Illinois corporation (the "Contractor").

RECITALS

WHEREAS, the City and the Contractor entered into a certain Solid Waste and Recycling Collection Services Agreement effective June 28, 2018 (the "Collection Agreement");

WHEREAS, the City and the Contractor desire to amend the Collection Agreement to effectuate certain changes and revisions thereof;

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Contractor hereby amend the Collection Agreement as follows:

1. Section 4.1 is deleted in its entirety and the following is substituted in lieu thereof:

4.1 Basic Service

The Contractor shall provide all labor, trucks, equipment, and supplies to provide every-other-week single stream residential collection of Recyclable Materials in Recycling Carts from all Residential Units who elect to receive Recyclable Materials collection service. The Contractor shall own the Recycling Carts. Residents may request Recyclable Materials collection services at any time. The Contractor will provide a Cart within ten (10) business days of the request. The Contractor shall provide unlimited collection of Recyclable Materials.

Effective August 5, 2019, all Recyclable Materials will be collected either curbside or in the alley at the same location where the Contractor collects the Residential Waste.

Recyclable Materials shall be processed by the Contractor at a Recycling Center of its choosing but the facility must be licensed by the appropriate jurisdictions and approved by the City prior to using any facility. The Contractor initially plans to have the Recyclable Materials processed by Area Recycling, Inc. at its Recycling Center located at 14379 Illinois Route

29 South, Pekin, Illinois 61554. The City approves the use of the Area Recycling, Inc. Recycling Center by the Contractor. The City must be notified in writing of any change in the Recyclable Materials processing location a minimum of thirty (30) days prior to any change.

Recyclable Materials as defined in this Agreement will be collected by the Contractor. The Contractor shall make reasonable efforts to collect only Recyclable Materials and to assist the City in educating residents about how to prevent contamination. Any residual, unrecyclable materials resulting after the processing of the Recyclable Material shall be the responsibility of the Contractor and/or the designated Recycling Center. On all new Carts delivered to residents, the Contractor will place education tags on Carts to inform residents of good and bad recycling habits. Contractor will coordinate the design of the education tags with the City. The City reserves the right of final approval of the education tags.

The Contractor shall retain all proceeds from the sale of Recyclable Materials.

If end market conditions are such that no market demand is available for a specific recyclable commodity, the Contractor may submit a written request to the City to remove such materials from the Recyclable Materials to be collected. Before any changes to the Recyclable Materials collected, the Contractor must obtain approval from the City before making any change to the Recyclable Material Collected.

2. Section 8 is deleted in its entirety and the following is substituted in lieu thereof:

8. Containers

The City shall own all Carts (except for Recycling Carts and Tote Carts rented by the Contractor). The Contractor shall own all Recycling Carts and Tote Carts it rents to residents. The City shall maintain, manage, inventory and deliver all Carts (except for Recycling Carts and Tote Carts rented by the Contractor). RFID tags and serial numbers will be used to identify all City owned Carts. The Contractor and City will jointly utilize a City provided tracking database (on-line) for inventory management of City Carts. Any Cart activity completed by the Contractor related to City owned Carts must be logged into the tracking database (on-line) within twenty-four hours of activity occurring. In 2012, PDC purchased 39,782 Carts on behalf of the City of Peoria. Upon completion of the initial audit of Carts, pursuant to Section 11.3, Contractor agrees to purchase additional Carts, properly identified as City of Peoria, to equal 38,800. Contractor will provide the City with title to all Carts.

The Contractor shall own and manage all Dumpsters with wheels and functional lids. Additional fees or charges are not permitted for the removal or placement of Containers.

At all times, Dumpsters shall be kept in sanitary condition and good repair with a reasonably neat appearance. All Dumpster lids shall be fully operational and closed after each service event. Dumpsters shall also be free of graffiti. The City reserves the right of final authority on the appearance of the Dumpsters and reserves the right to require the Contractor to exchange any equipment not meeting City approval within twenty-four (24) hours.

3. Section 11.1 is deleted in its entirety and the following is substituted in lieu thereof:

11.1 Unit Based Pricing

For the Collection Services provided under this Agreement with the exception of Peoria Public Schools, the Contractor shall be paid the following:

Year	Date range	per Residential Unit per month		
		Residential Waste Fee	Recyclable Materials Collection/Processing Fee	Landscape Waste Collection and Disposal Fee
1	July 1, 2018 to June 30, 2019	\$ 6.21	\$ 1.78	\$ 3.10
2	July 1, 2019 to June 30, 2020	\$ 6.38	\$ 2.42	\$ 3.19
3	July 1, 2020 to June 30, 2021	\$ 6.56	\$ 2.49	\$ 3.27
4	July 1, 2021 to June 30, 2022	\$ 6.74	\$ 2.56	\$ 3.36
5	July 1, 2022 to June 30, 2023	\$ 6.92	\$ 2.63	\$ 3.46
6	July 1, 2023 to June 30, 2024	\$ 7.11	\$ 2.70	\$ 3.55
7	July 1, 2024 to June 30, 2025	\$ 7.31	\$ 2.77	\$ 3.65
8	July 1, 2025 to June 30, 2026	\$ 7.51	\$ 2.85	\$ 3.75
9	July 1, 2026 to June 30, 2027	\$ 7.72	\$ 2.93	\$ 3.85
10	July 1, 2027 to June 30, 2028	\$ 7.93	\$ 3.01	\$ 3.96

The unit prices shall be an all-inclusive amount. The Contractor is responsible for paying all fees associated with the scope of work including, but not limited to, licenses, insurance, maintenance, fuel, salaries, and employee benefits.

4. Based upon a route audit conducted by Contractor, for billing purposes, effective July 1, 2019, the parties agree the number of Residential Units served equals 38,800.

5. Except as hereinabove set forth, the Collection Agreement shall remain unmodified and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective duly authorized officers or representatives on the date first above written.

PDC SERVICES, INC.

By: Royal J. Coulter
Its: President

CITY OF PEORIA

By: Pat Lobl
Its: City Manager

Attest:

By: Robert D. Ferdman
Its: CFO

Attest:

By: Beth Ball
Its: City Clerk