

THIRD AMENDMENT TO WASTE COLLECTION AGREEMENT

THIS THIRD AMENDMENT TO WASTE COLLECTION AGREEMENT ("Second Amendment") is made and effective September 1, 2016, 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 Waste Collection Agreement effective October 28, 2009, as amended by First Amendment to Waste Collection Agreement effective January 1, 2012, as amended by Second Amendment to Waste Collection agreement effective July 1, 2016 (collectively, 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 2 is deleted in its entirety and the following is substituted in lieu thereof:

2. TERM

2.1 INITIAL TERM

The initial term of this Agreement shall commence on January 1, 2010, and shall terminate on June 30, 2019.

2.2 NEGOTIATION OF RENEWAL TERM

On or before January 1, 2019, the parties shall negotiate in good faith a mutually agreeable three year extension of the term of this Agreement.

2. Section 3.10 is deleted in its entirety and the following is substituted in lieu thereof:

3.10 TOTE CART RENTAL

Residents of the City shall have the right to rent Tote Carts from the Contractor at a rental rate of Four Dollars (\$4.00) per month during the term of this Agreement.

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

4. LANDSCAPE WASTE HAULING AND DISPOSAL

4.1 BASIC SERVICE

The Contractor shall provide all labor, materials, equipment and supplies to collect and dispose of Landscape Waste from all Residential Units. Collection service is to be provided one time per week from April 1 through December 7, with collection on Monday through Friday, excluding Holidays. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. The current routes may be modified in accordance with Section 10.6. The collection of Landscape Waste shall be made in the current location (curbside or alley). All Landscape Waste collected must be composted or disposed in accordance with State law, and is not to be disposed of in a landfill. Landscape Waste must be placed in Approved Landscape Waste Containers for collection. All Landscape Waste collected is to be disposed by the Contractor at a site of its choosing, but the site must be approved by the City prior to using any facility.

4. Section 8.3 is amended by adding the following sentence to the first paragraph:

The reconciliation on the number of households in the one (1) to four (4) family category shall be mutually agreed to between the parties each year.

5. Section 9 is deleted in its entirety and the following is substituted in lieu thereof:

9. PERFORMANCE SECURITY

On or before December 15, 2009, the Contractor shall be required to furnish to the City adequate security for the faithful performance of the services to be rendered under this Agreement. The security shall indemnify the City for the term of this Agreement against any loss resulting from failure of performance by the Contractor including the payment of wages and costs of supplies, materials, and insurance premiums. Adequate security shall include:

- (a) A Performance Bond executed subsequent to the date of this Agreement from the Contractor, issued by a surety company acceptable to the City in the amount of twelve percent (12%) of the first year's compensation under this Agreement; or

- (b) An irrevocable letter of credit issued by a financial institution acceptable to the City in the amount of twelve percent (12%) of the first year's compensation under this Agreement; or
- (c) In lieu of providing the performance security in (a) or (b), the Contractor shall provide other assurance acceptable to the City guaranteeing the successful Contractor's performance of all of the obligations of the Contractor under this Agreement.

6. Section 10.1 is deleted in its entirety and the following is substituted in lieu thereof:

10.1 FLEET QUALIFICATIONS

The Contractor shall provide an adequate number of leak-proof modern packer-type trucks, open body trucks, and trailers to provide the services as specified in this Agreement. Reserve equipment shall be available at all times to insure uninterrupted service in the event of breakdowns. The City also reserves the right to make inspection of equipment and to request the Contractor to take immediate action if complaints are received about the equipment. The maximum age of equipment used will be ten years, effective six (6) months after January 1, 2010. All vehicles used for solid waste services shall be identified on at least three sides (including the curbside) with the name of the Contractor, a local Peoria number for complaints, and the vehicle number.

7. 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 H
 Its: City Manager

Attest:
 By: Walter H. Call
 Its: Vice President

Attest:
 By: Beth Baal
 Its: City Clerk

**Berkley Insurance Company
Bond Reduction Rider**

Rider to be attached to and form a part of Bond Number **0162607** on behalf of **PDC Services, Inc.** (Principal), and in favor of **City of Peoria, IL** (Obligee), executed by the Company indicated above, **Berkley Insurance Company**, (Surety) in the amount of **Two Million Five Hundred Fifty Thousand & 00/100 (\$2,550,000.00)** effective **January 1, 2012**.

The Principal and the Surety hereby consent to **Reduce the Bond Amount** as follows:

From: \$2,550,000.00

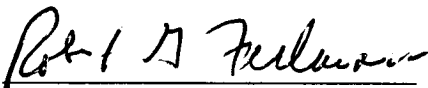
To: \$706,335.00

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

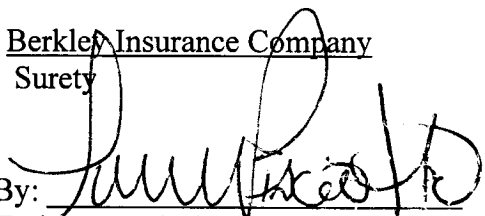
Effective date of Change: September 1, 2016

Signed, Sealed and Dated this **August 31, 2016**

PDC Services, Inc.
Principal

By: 

Berkley Insurance Company
Surety

By: 
Terese M. Pisciotto, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore; Stephen T. Kazmer; Bonnie Kruse; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Mary Beth Graff; Elaine Marcus; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; or Sinem Aydin of HUB International Midwest Limited dba HUB International Scheers of Westmont, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of June, 2016.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Senior Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of June, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 31st day of August, 2016

(Seal)

Vincent P. Forte

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

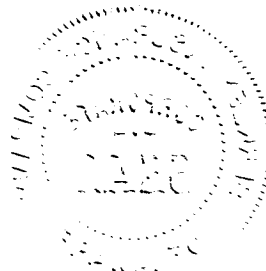
Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.



State of Illinois}


} ss.

County of DuPage }

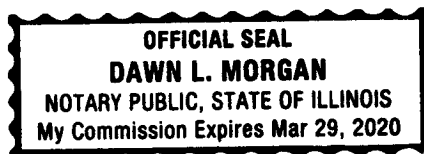
On 8/31/2016, before me, Dawn L. Morgan, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Tariese M. Pisciotto known to me to be Attorney-in-Fact of Berkley Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 29, 2020



Dawn L. Morgan, Notary Public



Commission No. 318533