



SUBMITTED BY:

JIMAX
CONTRACTOR'S NAME

2000 W. CLARK
CONTRACTOR'S ADDRESS

PEORIA, IL 61607
CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA


SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR

**TREE/STUMP REMOVAL by SIZE & TREE/BRUSH TRIMMING by
HOURLY RATES & EMERGENCY TREE/BRUSH TRIMMING by
HOURLY RATES
City-Wide**

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

RFP Responses Due: Friday, March 29, 2019 at 10:00 AM
AWARD by CITY COUNCIL: April 9, 2019 Item #19-107
RECONSIDERED and FINAL APPROVAL: May 14, 2019



Sie Maroon, Superintendent of Operations



ADDENDUM # 1 To BID # 08-19

This becomes a permanent part of the Basic Proposal Document.

DATE: March 15, 2019

Correction Page 6 Section 1.18

Change - Tree & Stump Removal work under this Contract is subject to Prevailing Wages.

To - Tree & Stump Removal work under this Contract is **not subject to Prevailing Wages.**

Per Illinois Department of Labor Website –

<https://www2.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>

What are examples of work associated with landscaping that is not covered work when it is not done in conjunction with or part of covered

work?

- pruning of trees and replacement of trees that are planted as a replacement due to the removal of diseased or irreparably damaged trees, or trees that constitute a hazard

1.0 INSTRUCTIONS TO BIDDERS 3/11/19

1.1 ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any non-material informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within sixty (60) calendar days from the bid opening date.

1.2 ADDITIONAL COPIES OF SPECIFICATIONS - Bidders may secure additional copies of the bid specifications from the City of Peoria's Purchasing office, City Hall, 419 Fulton Street.

1.3 BID ENVELOPE IDENTIFICATION - Bidders shall submit their response in a sealed envelope (sealed bid) which shall be clearly labeled with the organization/individual name and address. Bidders should also indicate "TREE AND STUMP REMOVAL & TREE TRIMMING PROPOSAL, CITY OF PEORIA - Request #08-19" in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE.

1.4 MAILING OF BIDS - One (1) original and four (4) copies of all responses are to be mailed or delivered to the City of Peoria Public Works Department, Attention: Superintendent of Operations, 3505 N. Dries Lane, Peoria, Illinois, 61604-1210. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means.

1.5 CLOSING TIME - The Bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

1.6 WITHDRAWAL OF BIDS - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Bidder shall withdraw his/her bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the Bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the Bidder.

1.7 ALTERNATE BIDS - The specifications describe the supplies and/or service which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

1.8 EXPERIENCE - The City will require all responding Bidders to have a minimum of five (5) years' experience providing tree removal/stump removal services. This will be required to fulfill the obligations of this proposed Contract.

1.9 AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that is in the best interest of the City to accept. Awards will be made on a per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will all be taken into consideration in making the award.

1.10 PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating, freight and shipping charges as well as cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

1.11 SIGNATURES - Each bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

By signing and submitting the response to this document, the Bidder/Vendor/Contractor is certifying they have not been barred from bidding by Federal, State or Local governments and have not been suspended or debarred from receiving federal funding.

1.12 INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with the bid proposal. No plea of ignorance by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Bidder.

1.13 SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, will be returned at the Bidder's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

1.14 RESPONSES – A response is requested of all Bidders even if it is a “no bid.” Do not include any personal information (such as social security numbers) that the Bidder wishes to keep confidential.

1.15 PROPOSAL PROCESS – This process does not obligate the City to award a Contract, or pay any cost incurred by the Bidder responding to this request. The City reserves the right to accept or reject any or all statements received because of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City's policy to not compensate a Bidder for any time or expenses incurred during the selection or negotiation processes.

1.16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – To be awarded a Contract all Bidders to the City of Peoria must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note the Certificate of Compliance is valid for one (1) year and must be renewed*

annually. The form may be downloaded from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report Form CC-1" or "Renewal." The forms may also be obtained by writing or calling:

City of Peoria
EQUAL OPPORTUNITY OFFICE
419 Fulton Street
Peoria, IL 61602
309/494-8530 Voice
309/494-8532 TTY

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all Bidders are encouraged to obtain Equal Employment Opportunity Certification, Bidders do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the Contract.

EEO CERTIFICATION* (Check one):

_____ I/We are presently applying for the EEO Certification. Employer Report Form (CC-1) is completed and enclosed.

_____ Presently, I/we have the Employer Report Form (CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: _____

*Please note there is a \$50.00 processing fee for both new and renewal certification requests.

1.17 GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000)

Minority/Women Business Enterprise (M/WBE) Utilization – Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid. For details on what records, see M/WBE Participation Requirements for Good-Faith Efforts, Section III.

Compliance Reporting Minority/Female Worker Utilization - The Bidder and its Subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through ePrismSoft, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access, the Bidder and Subcontractors must register at www.eprismsoft.com. Use the help page,

which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

1.18 PREVAILING WAGES – Tree & Stump Removal work under this Contract is subject to Prevailing Wages. Tree & Brush trimming is not subject to Prevailing Wages.

Work under some Contracts will obligate the Bidder and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., may apply to this project. Additional information can be obtained by calling 217/782-6206. Applicable prevailing wage rates can be found at www.state.il.us/agency/idol/ for examination. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et.seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded Contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker:

- name
- address
- telephone number when available
- social security number
- classification(s)
- the hourly wages paid in each pay period
- the number of hours worked each day
- the start and end times of work each day

The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or Subcontractor which avers that:

- (1) such records are true and accurate
- (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.), and
- (3) the Contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each Subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

2.0 CONTRACT TERMS

2.1 TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Bidder must show the amount of tax included in the unit price.

2.2 CITY'S AGENT- The City of Peoria's Public Works Superintendent of Operations or his designee shall represent and act for the City in all matters pertaining to the Bid and Contracts in conjunction thereto.

2.3 PATENTS - The successful Bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacturer, construction or form a part of the work covered by the Contract.

2.4 HUMAN RIGHTS ACT - The Contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

2.5 NON-COLLUSION - With the executing of this bid, the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the Bidder or the bid will not be considered for acceptance.

2.6 DEFAULT - In case of default by the Contractor, the City will procure the articles and/or services from other sources and hold the Contractor responsible for any excess cost incurred.

2.7 CANCELLATION - The City reserves the right to cancel the whole or any part of the Contract, if the Contractor fails to perform any of the provisions in the Contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by Certified mail to the Contractor's address on record. In the event the Contract is canceled, the Bidder may be declared an irresponsible Bidder by the City Manager and as a result may be disqualified from doing business with the City for the period of one (1) year in accordance with Section 10-102 of the Peoria City Code. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

2.8 PRICES SPECIFIED - The successful Bidder agrees to furnish the material(s) and/or services according to the City's plans, specifications and conditions and at prices specified hereon.

2.9 BID-RIGGING OR BID-ROTATING - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 and 5/33E-4.

2.10 DELINQUENT PAYMENT - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department

of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

2.11 PERMITS AND LICENSES - The successful Bidder shall obtain, at his/her own expense, all permits and licenses which may be required to complete the Contract.

2.12 INSURANCE – The successful Bidder shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the Contract.

The City does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor.

Contractor's Insurance – The Contractor and all Subcontractors shall secure and maintain such insurance policies as will protect the Contractor or Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by Contractor or anyone employed by Contractor directly or indirectly. The following insurance policies are required:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent Contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include Contractual liability insurance coverage for the Contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement."

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to Contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

2.13 PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."

2.14 GOVERNING – This Contract will be governed by the laws of the State of Illinois. The Contractor/Bidder agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

2.15 AFFIRMATIVE ACTION REQUIREMENTS - “The Contractor/Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or physical or mental handicap(s) which would not interfere with the efficient performance of the job in question. The Contractor/Bidder will take affirmative action to comply with the provision of this division and will require any Subcontractor to submit to the City written commitment to comply with this division. The Contractor/Bidder will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective Subcontractors.”

“The Contractor/Bidder agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

2.16 EMPLOYEE EMPLOYMENT RESTRICTIONS - The Contractor agrees, as a condition of accepting this Contract with the City of Peoria, that, for a period of one (1) year following completion of this Contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly, in: (1) the selection and/or recommendation to select the Contractor for performance of this Contract; (2) coordinating the efforts of the Contractor in the consummation or completion of this Contract; or (3) monitoring or determining the performance of the Contractor. The Contractor further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other Contract(s) between the City of Peoria and the Contractor; (2) disqualification of the Contractor from bidding or being awarded future Contracts with the City of Peoria for a period of two (2) years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

3.0 LOCAL PURCHASING

For purchases of \$10,000.00 or greater, if: (1) the lowest bidding local Bidder is a responsible Bidder; and (2) the lower-bidding responsible Bidders are not local Bidders; and (3) the lowest bidding local Bidder’s bid is higher than the non-local Bidder by no more than three percent (3%), then that local Bidder should be considered the lowest responsible Bidder. In case of a dispute regarding the application of this provision, the decision of the City Manager or the Purchasing Agent acting for him/her shall be final. For purposes of this subsection, a local Bidder shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the

corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a Contract if the funding source prohibits local preference by law, rule or regulation.

4.0 **REFERENCE** - All of the Contract terms shall be incorporated by reference into any written Contract.

SPECIAL PROVISIONS

5.0 **TREE & STUMP REMOVAL AND TREE TRIMMING**

5.1 **SCOPE OF WORK** - The work to be completed under this Bid shall consist of Tree & Stump Removal and Tree & Brush Trimming as listed.

The Contractor shall provide adequate crew, equipment and materials to safely and efficiently complete an assigned project. Each such crew shall include an individual who shall be designated as the crew supervisor and who shall be responsible for the crew's activities and who shall receive instruction from the Superintendent of Operations or his/her designee to direct the crew to accomplish such work.

All work shall be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

Whenever a tree, which is not scheduled to be removed, must be trimmed or pruned, the Contractor shall ensure that such trimming and pruning is carried out under the direction of the Contract Supervisor. All pruning and trimming shall be performed in strict accordance with the provisions of ANSI A 300 "Standard Practices for Tree, Shrub and other Woody Plant Maintenance."

The City reserves the right to decrease the scope of work to be done and to omit any work in order to bring the cost within available funds. The City further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the City of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the Contract unit price shown for any item in the bid schedule regardless of the quantity performed. Trees scheduled for removal may possibly be eliminated from the scope of work.

5.2 **WORKSITE CLEAN UP** - All wood, chips and other debris resulting from the tree/stump removal operation shall be removed and disposed of by the Contractor. The City is not responsible for providing a dump site for this material. The Contractor will pay for all dumping fees and may not use City of Peoria facilities for disposal. Dirt and debris from the sidewalk or street shall be broom cleaned. All grassy areas surrounding the stump site shall be raked of chips and dirt.

5.3 **BACKFILLING** - Upon removal and cleaning, the Contractor shall backfill the hole created by the removal of the stump to the existing surrounding grade. Any stump holes which cannot be

filled immediately following removal shall be marked (i.e., barricaded, flagged, etc.) in such a way that pedestrians can easily recognize that there is an open area. All holes shall be filled within forty-eight (48) hours after removal of the stump. The fill material shall be topsoil, pre-approved by the City. The Contractor shall provide necessary compaction to minimize future settling.

6.0 SCHEDULE AND TIME OF COMPLETION

Should the low Bidder not be available to complete an assigned project within the timeframe required by these specifications, the City reserves the right to award that part of the assignment to another Bidder. The City also reserves the right, at its sole discretion, to award a particular item or items of work to other than the low Bidder when another Bidder has demonstrated the clear ability to perform that particular item of work in a more qualified manner and to provide a higher-quality finished product.

Prior to commencing work, he/she shall notify the Authorized City Personnel forty-eight (48) hours in advance of the date he/she intends to actually begin the work.

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirement(s) stated above. It is expressly understood and agreed by and between the Contractor and the City that the Contract times for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

7.0 SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor, Office of Safety and Health Administration Regulations and Suggested Practices. All work shall be performed in strict accordance with ANSI Z133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirement that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

8.0 TRAFFIC CONTROL

The Contractor shall provide all traffic control devices and personnel and shall meet all requirements of Chapter 6 of the Manual Uniform Traffic Control Devices (MUTCD).

9.0 UTILITIES

It is the responsibility of the Contractor to contact J.U.L.I.E. (Joint Utility Information for Excavators) when needed. J.U.L.I.E. can be contacted by phone by calling 811 or 800/892-0123 or over the internet at www.illinois1call.com. The Contractor shall make all necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the area of construction and he/she shall take all necessary precautions

to avoid damage to existing utilities. The Contractor shall not be responsible for any fees associated with this work.

10.0 BASIS OF PAYMENT

The Contractor's price shall include all material, labor, barricading, equipment and other items necessary to complete the tree/stump removal as per specifications. Contractor may submit partial invoices for work completed; however, no payment will be made until all work - including cleanup and backfill - is completed.

11.0 DURATION OF CONTRACT

All work, except TREE REMOVAL BY SERVICE ROUTE, is expected to be completed by **December 31, 2019**; however, the Contract can be extended by mutual consent of the City and the Contractor until new bids are received and approved by the City Council.

The TREE REMOVAL BY SERVICE ROUTE is to be completed by December 31, 2019.

12.0 CERTIFIED PAYROLL REQUIREMENTS

Contractors and Subcontractors on Public Works projects must submit the required certified payroll records on a monthly basis to the public body in charge of the construction project. These records are required to be submitted to the City by the 10th day of the month following when the work was actually completed. Failure to submit this paperwork will result in the City withholding any further payments until the paperwork is submitted.

13.0 BID CATEGORIES

The City will divide the work into 5 different categories:

1. TREE & STUMP REMOVAL BY SIZE
2. TREE & BRUSH TRIMMING BY HOURLY RATES
3. EMERGENCY TREE & BRUSH TRIMMING BY HOURLY RATES
4. STUMP REMOVAL
5. TREE REMOVAL BY SERVICE ROUTE

To ensure that the work is completed in a timely manner, the City reserves the right to award more than one Contract for each bid category.

14.0 CONTRACT REQUIREMENTS

The City will have fifteen (15) working days to evaluate the bids and notify the Contractors that the City would like to award them a Contract. The Contractor will then have seven (7) calendar days to furnish the City with the required Certificate of Insurance and get a current EEO number.

Contractors working under this Contract are required to have a STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT with the Illinois Department of Agriculture. Failure to get this

agreement will result in the cancellation of the Contract and the work will be awarded to the next lowest responsible Bidder.

CRITICAL DATES:

Selection will be made per the following Schedule:

Bid Advertised March 9 & 10, 2019
Pre-bid meeting at 10:00amMarch 14, 2019
 Held at the *City of Peoria Public Works Department, 3505 N. Dries Lane, Peoria, IL 61604-1210*
Due Date for Proposals at 10:00 a.m. **March 29, 2019**
Contract submitted to City Council Agenda process April 12, 2019
City Council Meeting at which Contract is Recommended for Approval April 23, 2019
Notice of Award Sent to Approved Contractor..... May 1, 2019

PRE-BID MEETING

A questions and answers session will be held at a pre-bid meeting Thursday, March 7, 2019, at 10:00a.m., at the Public Works Department located at 3505 N. Dries Lane, Peoria IL 61604-1210.

OMISSION OF SCOPE

Please indicate if you believe a major item(s) is/are missing from the scope of services outlined in this Bid.

QUESTIONS

All information about the Contract is contained within the contents of this Bid request. Questions or comments regarding the request or the process related to the request should be submitted via email to the Superintendent of Operations, Sie Maroon Smaroon@peoriagov.org or Contract Supervisor, Shawn D. Johnson at Sdjohnson@peoriagov.org or by phone at 309/494-8850.

BID PROPOSAL

TREE & STUMP REMOVAL BY SIZE

Unit Prices to be utilized for trees and stumps not identified in these bid documents. Although it is realized that each job site varies, the City needs to have an established price for trees which need to be removed and come to our attention after this bid date.

Trees to be removed as a payment item will be measured per unit of diameter where one unit is equal to one inch (1"). The diameter will be measured at a point four-and-a-half feet (4.5') above the highest ground level at the base of the tree and will be determined by dividing the circumference of the tree by 3.1416. A multiple stem tree's branches having a diameter of six inches (6") or more at a point four-and-a-half feet (4.5') above the highest ground level at the base of the tree will be measured for payment as individual trees. The accumulated total number of units will be the pay quantity.

The stumps will be ground to an elevation four inches (4") below existing ground level and filled with topsoil per the Special Provisions. If the ground around the stump is elevated higher than the surrounding area, this elevated ground and roots should be lowered to the elevation of the surrounding area.

Once the Contractor is notified that a tree needs to be removed he/she will have seven (7) calendar days in which to start the work. The Contractor will then have two (2) working days to complete the tree removal and two (2) days to complete the stump removal and final restoration. If the Contractor is awarded more than one (1) tree at a time, he/she will still have seven (7) calendar days to start the work but two (2) working days will be added to the completion time for each tree. If the Contractor fails to complete the work per this schedule, the City reserves the right to hire another Contractor to finish the work and deduct these costs from the initial Contractor.

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/ model/year and number of personnel in the crew. The City reserves the right to inspect and verify. Please feel free to provide more than one option if available:

*2008 Chevy K7500 65' Altec Forestry truck with rear mount chip dump box - Hydraulic remote for hydraulic pole saw
Crew size (2-4) not counting material removal vehicles/drivers

*2010 JLG 65' off road boom lift 4x4 1000 lb capacity two man rotating bucket - AC electric supplied in bucket
Crew size (2-4) not counting material removal vehicles/drivers

*1998 Ford F800 flatbed with National 15 ton crane, 115' max length with extended jib boom
1 operator

*2011 Vermeer HG6000 700 hp horizontal grinder and 2010 Vermeer BC1000XL Chipper
*see attached asset sheet for dump trucks, semi tractors, trailers, skid loaders etc

TREE SIZE @ 4.5 Feet

LUMP SUM PRICE

Under (<) 18"	\$ 250.00
From 19" to 30"	\$ 550.00
From 31" to 42"	\$ 850.00
From 43" to 54"	\$ 1375.00
Over (>) 54"	\$ 2000.00

BID PROPOSAL

TREE AND BRUSH TRIMMING BY HOURLY RATES

Please provide a price per hour for **Tree and Brush Trimming Work by Hourly Rates**. Stump Removal is not included. This work is to be performed during the Contractor's normal hours of operation. **Once the Contractor is notified of work to be done he will have 7 calendar days to start the work. Once the Contractor starts the work he will have 2 working days to complete the work including cleanup & backfill.** If the Contractor cannot do the work within these days the City reserves the right to award the work to the #2 bid Contractor. All other conditions of the bid apply. The Contractor's crew for this work will consist of three workers, one boom truck, one box truck with chipper, and necessary hand tools.

Hourly \$ 165.00 Daily \$ 1280.00

Alternate cost for additional workers:

Hourly \$ 35.00 Daily \$ 280.00

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/ model/year and number of personnel in the crew. The City reserves the right to inspect and verify. Please feel free to provide more than one option if available:

*K7500 65' Altec Boom Truck w/ chipper and hydraulic saw

*JLG 60' Off road boom lift 4x4

*Ford F800 w/ 115' National 15 ton crane flatbed mounted

*2018 Vermeer SX925 Mini Skid Loader

*QTY 2 2016 CAT 316 excavator w/ deforesting equipment

*Qty 3 Wheel loaders (Cat 930K, Cat 916G, Deere 444E)

*Qty 4 CAT skid loader with grapple, stump grinders, deforesting equipment

*Qty 6 International Prostar semi tractor with short dump or walking floor

*Qty 3 International 8400 Tandem axle dump truck

*Qty 12 Ford F450/F550 with flatbed or dump body and trailer

*Vermeer HG6000 700 hp horizontal wood grinder (300 cubic yard/hour)

BID PROPOSAL

EMERGENCY TREE AND BRUSH TRIMMING

During the course of a year the City may experience storms that cause damage which needs to be removed quickly.

Please provide a price per hour for **Emergency Tree and Brush Trimming Work**. Stump removal is not included. All other conditions of the bid apply. **The Contractor must be able to respond and take action within two (2) hours.** If the Contractor cannot do the work within this timeframe, the City reserves the right to award the work to the second low-bid Contractor. All other conditions of the bid apply. The Contractor's crew for this work will consist of three workers, one boom truck, one box truck with chipper and the necessary hand tools.

Work done during normal working hours will be paid as TREE AND BRUSH TRIMMING BY HOURLY RATES.

Hourly \$ 175.00 Daily 1400.00

Alternate cost for additional workers:

Hourly \$ 40.00 Daily 320.00

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/model/year and number of personnel in the crew. The City reserves the right to inspect and verify. Feel free to provide more than one option if available:

*K7500 65' Altec Boom Truck w/ chipper and hydraulic saw

*JLG 60' Off road boom lift 4x4

*Ford F800 w/ 115' National 15 ton crane flatbed mounted

*2018 Vermeer SX925 Mini Skid Loader

*QTY 2 2016 CAT 316 excavator w/ deforesting equipment

*Qty 3 Wheel loaders (Cat 930K, Cat 916G, Deere 444E)

*Qty 4 CAT skid loader with grapple, stump grinders, deforesting equipment

*Qty 6 International Prostar semi tractor with short dump or walking floor

*Qty 3 International 8400 Tandem axle dump truck

*Qty 12 Ford F450/F550 with flatbed or dump body and trailer

*Qty 2 diesel light towers/trailer mounted

BID PROPOSAL

STUMP REMOVAL

This includes removal of tree stumps by grinding or other methods as may be approved. The Contractor shall furnish all necessary labor, materials, equipment and incidentals to remove stumps and associated visible root growth to a depth of four (4) inches below existing grade. If the ground around the stump is elevated higher than the surrounding area, the elevated ground and roots should be lowered to the elevation of the surrounding area.

All stumps to be removed will be less than sixteen (16) inches in height. Stumps which contain minor sucker growth shall be removed by the Contractor at no additional cost to the City. All work is located within the City limits of Peoria.

Authorized City Personnel and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment.

Unit cost per inch: \$ 5.90 per inch

BID PROPOSAL

TREE REMOVAL BY SERVICE ROUTE

This bid, if applicable, is to remove identified trees and stumps per the specifications based on service routes, typically within a 30-60 day timeframe. The Contractor will have a bid price for each tree with a total for each route. The work will be awarded by route. Said trees will have all been identified as having an extremely high probability of falling. All work under this item would be started after a specified date and completed by a specified date as determined by the Contract Supervisor. Contractors are encouraged to bid on all of the routes. However, the Contractor will only be assigned as many routes as they can guarantee they can complete by the specified deadline. Contractors do not get to pick which routes they are awarded. The City will award the routes according to the lowest bids. Once the lowest-bid Contractor is assigned the routes he/she can complete by the specified deadline, the City will start awarding work to the next low-bid Contractor. This will continue until all the routes are assigned.

The Contractor will be required to make regular progress by having one-third (1/3) of the tree removal completed within the first one-third portion of the timeframe allotted, another third completed by the second one-third portion, and the last third by the specified deadline. If the Contractor does not meet this schedule, the City reserves the right to void the remainder of the Contract and reassign the work to another Contractor.

The Contractor can make partial billings on completed work as often as they wish; however, a tree cannot be invoiced until all work - including stump removal and cleanup - is completed.

The City will retain 10% of every invoice submitted. This retainage will be paid with the last invoice as long as the Contractor satisfactorily completes all work within the time allotted. If the City chooses to void the Contract and hire another Contractor, this money will be used to cover any additional expenses the City might incur. The original Contractor would only be paid whatever funds are remaining after the City pays the second Contractor to complete the work originally assigned.

City of Peoria

BID PROPOSAL

The executing of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:

JIMAX Landscape LLC # 03104-191231
Company Peoria EEO Certificate of Compliance #

3545 SW JIMAX PI
Address

Peoria IL 61605 309-273-4106
City State Zip Daytime Telephone #

309-273-4106 Jarrod Martis
After-Hours Telephone # Contact Person (Please print or type)

Jarrod Martis President
Name of Authorized Agent or Officer Title


Signature of Authorized Agent or Officer

03/28/2019
Date

**PLEASE MARK ENVELOPE as per Paragraph 1.3:
"TREE/STUMP REMOVAL & TREE TRIMMING PROPOSAL, CITY OF PEORIA - Request #08-19"**

**Illinois Department of Agriculture
STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT**

Company or Name: JIMAX Contact Name: Mr./Ms. Jarrod Martis
Mailing Address: Street 3545 SW JIMAX PI City/Town Peoria State IL Zip code 61605
Telephone: 309-273-4106 Fax: 309-218-1389 E-mail: jimax.jmartis@gmail.com
County Peoria
Disposal or Processing Yard Location (if different than mailing address above): Street 2000 W Clark St
City/Town Peoria Zip code 61607 County Peoria

**Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)**

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

*"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title Jarrod Martis, President Date Signed Mar 28, 2019

State Agency Official Signature _____ Compliance Agreement No: _____

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVI.doc]



PURCHASING DIVISION

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify that JIMAX has submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 5th day of October, 2018

Expires this 31st day of December, 2019

EEO Certification Number:

03104-191231



**Chris Switzer
Purchasing Manager**

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.ci.peoria.il.us. Click Government, Click Departs A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.



City Hall Building
419 Fulton Street Rm. 108
Peoria, Illinois 61602
VOICE (309) 494-8507
FAX (309) 494-8510

CITY OF PEORIA
C O N T R A C T

RECONSIDERED and FINAL APPROVAL:
May 14, 2019

This agreement, made and entered into this 9th day of April A.D., 2019 by and between the City of Peoria, a municipal corporation, party of the first part, and JIMAX, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

JIMAX will provide Tree/Stump Removal services for the City of Peoria in accordance with the attached RFP and stated pricing.

THE CITY OF PEORIA

By: Donald P. Leist
Acting City Manager

ATTEST: Reth Ball
City Clerk

PARTY OF THE SECOND PART
JIMAX Landscape LLC
(Name of individual, firm, or corporation)

By: [Signature]
(Member of firm or officer of corporation)

APPROVED LEGAL DEPARTMENT
By: Donald P. Leist
(Name of Individual)

APPROVED FINANCE DEPARTMENT
By: James P. Scroggini
(Name of Individual)

APPROVED FINANCE DEPARTMENT
By: James P. Scroggini
Finance Director

APPROVED USING DEPARTMENT
By: Bill Co
(Interim Department Head)



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10172859

Awarded Contract

Contract # 041217-WQI

NEW!! WASTEQUIP MUNICIPAL FINANCE PROGRAM

Equipment loans/lines of credit at competitive rates*.

Up to 100% financing on new equipment purchases. Terms up to 10 years.

For details call: Will Kessler · Phone: 717-377-2312 · Email: wkessler@wastequip.com

*Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Sell To:

Contact Name	Andrea Klopfenstein	Ship To Name	City of PeoriaIL
Bill To Name	City of PeoriaIL	Ship To	419 Fulton St
Bill To	419 Fulton St Peoria, IL 61602-1217 USA		Peoria, IL 61602-1217 USA
Email	aklopfenstein@peoriagov.org		
Phone	(309) 494-8816		

Quote Information

Salesperson	Caryn Lasley	Created Date	10/30/2020
Salesperson Email	clasley@wastequip.com	Expiration Date	11/13/2020
Salesperson Phone	(270) 709-0687	Quote Number	WQ-10172859
			Please Reference Quote Number on all Purchase Orders

Sourcewell Number 2,383
 Sourcewell Member 10/31/2003
 Since

Sourcewell Address 419 Fulton St Ste 111
 Sourcewell Member City
 Type

Model	Product Description	Description	Quantity	Sales Price	Total Price
860A	Model 860A --Dome-Top Litter Container - 60 gallon w Gravity Latch --Dimensions: 28.25 l x 28.25 w x 48.75 h --Load Rating: 60G --CU FT: 22.51 --Ship Wt: 45 lbs	Standard Colors at no additional charge: (129) Graystone (200) Black (209) Blackstone (249) Sandstone (709) Bluestone (968) Greenstone	75.00	\$260.00	\$19,500.00
	---- Graphic Application Charge - per application 1	Single Color 6-10" Graphic - side A Size, number of colors, and quantity purchased will determine cost of graphic Minimum order on graphics is 180 pcs *We will order enough with first order to cover the (50) cart purchase in 2020.	75.00	\$5.00	\$375.00



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10172859



----- Graphic Application Charge - per application 2	Single Color 6-10" Graphic - side B Size, number of colors, and quantity purchased will determine cost of graphic Minimum order on graphics is 180 pcs. *We will order enough with first order to cover the (50) cart purchase in 2020.	75.00	\$5.00	\$375.00
--	--	-------	--------	----------

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$20,250.00
Shipping Terms	FOB Origin	Shipping	\$2,379.30
		Tax	\$0.00
		Grand Total	\$22,629.30

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: Andrea Klopfenstein

Company Name: City of Peoria

Date: December 21, 2021

Purchase Order: 20008230

Please Reference Quote Number on all Purchase Orders



Authorization of
Contract Changes

Date: 1/8/2020
County PEORIA
Section
Job No.
Route
Project No. 2019 Annual Repair
Contract

<input type="checkbox"/> Contract Adjustment	<input checked="" type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Operational Change Order	<input type="checkbox"/> Non-Exempt
<input type="checkbox"/> Non-operational Change	<input checked="" type="checkbox"/> Major Change
<input type="checkbox"/> Consultant	<input type="checkbox"/> Minor Change
<input checked="" type="checkbox"/> In-House	

Consultant's Name: In-house

Contractor: J.C. Dillon, Inc
Address: 1515 W Luthy Dr
CityStateZip: Peoria, IL 61615

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

* Item No.	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction	
* X9400100	03	CONTRACT EXTENSION 2021	DOLLAR	900,000.00	\$1.00	A	\$ 900,000.00		
Amount of original contract:							\$ 520,000.00	Totals \$ 900,000.00	\$ -
Net change to date:							\$ 1,450,000.00 Percent 278.85%	Net Change \$ 900,000.00	

Project Location: 2019 Annual Repair Contract
Description and Reason: See page 2 for description

The undersigned determined that the change is germane to the original contract as signed, because: the change represents an adjustment required by the contract, based on unpredictable developments in the work.

2-7-21 Date	 Corporate President	02/17/21 Date	 City Stormwater Engineer
2-4-21 Date	 Corporate Secretary	2/22/21 Date	 Director of Public Works
		3/18/21 Date	 City Manager

Authorization No. 1A
Sheet 2 of 2

**Description &
Reason**

Date: 1/8/2020
County PEORIA
Section
Job No. 0
Route 0
Project No. 2019 Annual Repair

Description and Reason

The contract extension has been approved by council. The contractor has agreed to continue to use 2019 prices for the contract extension as there have been no excessive changes in pricing.



Order Acknowledgement

Order #: 294637 SO
Date: 2/10/2021

Sold To: 225850
Customer Name: PEORIA CITY OF
Billing Address: 3505 N DRIES LN
 PEORIA IL 61604-1210

Phone: 309 494-8816 **Email Inv to:**
 aklopfenstein@peoriagov.org
Attn: ANDREA KLOPFENSTEIN

Freight Terms: AGREED BILLABLE BY TRUCKLOAD

Purchase Order #: QUOTE

Payment Terms : Net 30 Days

Special Instructions:

City PO 21001656

Ship To: 225850
Company Name: PEORIA CITY OF
Shipping Address: 3505 N DRIES LN
 PEORIA IL 61604-1210

Phone: 309 397-2147
Attn: DAVID BRANDSTATTER

Quantity	Cust. SKU	Prefix	Prom Delivery	Part #	Description	Unit Price	Total
702		9PG	2/10/21	314886	95G EG GARBAGE ROC BFI BROWN	50.0500	35,135.10

This acknowledgement is to confirm that your order has been received and processed. Delivery dates and freight rates are estimated and are subject to change. Rehrig Pacific will advise you of any changes to your order status as soon as these are known. Please notify of any changes to avoid a restocking fee.

Sub Total:	35,135.10
Freight:	1,175.00
Tax:	
Total: USD	36,310.10

Thank you for your partnership.

RPC KENOSHA., 7800 100TH ST , PLEASANT PRAIRIE , WI 53158

ITEM SPECIFIC FORM



ITEM #: 314886 | Description: 95G EG Garbage MCB ROC BFI Brown

Product Family: Roll Out Carts
Size/Quantity: 95G
Product/Style: EG Garbage
Primary Color: ROC BFI Brown

Pallet Label:
Surface Finish:

Components
Grab Bar/Reinforcement: MCB
Axle: 95 Gal Snap on Axle 22.625"
Wheel: 10" BMBO - 1.4" Spacer

Subcomponent: 339423 - 060LDCITY OF PEORIA GARBAGERO
Primary Tech: RFID UNF
Special Instructions:

18 Eaches per stack
2 Stacks per layer
Pallets per Unit Load
Trays per Unit Load
Lids Closed:NO
Bags:NO

Pallet/Packaging:
28 Eaches per Unit Load
Slipsheet/Type of Tray:
Stretch Wrap: None
Banding:

Load Locks:NO

Decoration Name/Identifier: D154055
Decoration Description: CITY OF PEORIA
Location: Side 2 & 4 - Standard
Type: HS (Hot Stamp)
Rotation:
Color: White
Proof Hyperlink:
Special Instructions:



SUB-COMPONENT



PARENT #: 314886
ITEM: 338423 - 95GLIDCITY OF PEORIA GARBAGERO

Product Family: Roll Out Carts

Size/Quantity: 95G

Product/Style: Lid

Primary Color: ROC BFI Brown

Sub-Component Color:

Subcomponent: 338423 - 95GLIDCITY OF PEORIA GARBAGERO

Primary Tech:

Special Instructions:

Pallet Label:

Surface Finish:

Components

Decoration Name/Identifier: IML # 69060

Decoration Description: CITY OF PEORIA GARBAGE

Location: Side 5 - Standard

Type: IML (In Mold Label)

Rotation:

Color:

Proof Hyperlink:

Special Instructions:



**SOLID WASTE AND RECYCLING
COLLECTION SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF PEORIA, ILLINOIS
AND
PDC SERVICES, INC.**

Solid Waste and Recycling Collection Services Agreement

Contents

	Page
1. Definitions	4
2. Agreement Term	8
2.1 Initial Term	8
2.2 Renewal Term	8
3. Residential Waste Collection and Disposal	8
3.1 Basic Service	8
3.2 Dead Animals	9
3.3 Tire Disposal	9
3.4 Non-Containerized Waste and Bulky Waste	9
3.5 Neighborhood Cleanup Boxes	9
3.6 Neighborhood Cans	9
3.7 Community Beautification	10
3.8 Program Education	10
3.9 Hazardous Waste	10
3.10 Banned Waste	10
3.11 Peoria City/County Landfill	10
3.12 General Construction and Demolition Debris	11
3.13 Tote Cart Rental	11
4. Recyclable Materials Hauling and Processing	11
4.1 Basic Service	11
4.2 All Residents Who Elect to Receive Recyclable Materials Collection Service Will Receive Recycling Carts and Shall Receive Recyclable Materials Collection Service	12
4.3 Collection Schedule	12
4.4 City Buildings	12
4.5 Stacked Condominiums	12
4.6 Universal Recycling Program	12
5. Landscape Waste Hauling and Disposal	13
5.1 Basic Service	13
5.2 Storm Event	13
6. Stacked Condominiums and City Building Collection and Disposal	13
6.1 Basic Service	13
6.2 City Buildings	14
6.3 Stacked Condominiums	14
6.4 Banned Waste	14
6.5 General Construction and Demolition Debris	14
6.6 Disposal at a Landfill Selected by Contractor	14
7. Peoria Public School Buildings	14
7.1 Basic Service	14
7.2 Peoria Public School Buildings	15
7.3 Banned Waste	15
7.4 General Construction and Demolition Debris	15
7.5 Disposal at a Landfill Selected by Contractor	15
8. Containers	15
9. Reporting Requirements	16
9.1 Quarterly Solid Waste Program Report	16
9.2 Annual Solid Waste Program Report	16
10. Equipment and Operational Requirements	17
10.1 Fleet Requirements	17
10.2 Office and Telephone Requirements	17
10.3 After-Hours Contact Person	17
10.4 Other Requirements	17
10.5 Hours of Operation	18

10.6	Routes of Collection	18
11.	Compensation	19
11.1	Unit Based Pricing	19
11.2	Annual Fee Adjustment	19
11.3	Adjustment to the Number of Residential Units Served	20
11.4	Adjustment for Number of City Buildings and Stacked Condominiums	20
11.5	Waste and Recyclable Material Collection from City Buildings	20
11.6	Peoria Public School Buildings.....	20
11.7	Payment Terms/City	20
11.8	Payment Terms/Peoria Public Schools	20
12.	Performance Security	21
13.	Taxes	21
14.	Patents	21
15.	Human Rights Act.....	21
16.	Non-Collusion	21
17.	Default.....	21
18.	Timely Communication of Problems	21
19.	Liquidated Damages.....	22
20.	Cancellation.....	22
21.	Delinquent Payment	22
22.	Permits, Licenses and Other Legal Requirements	22
23.	Insurance	23
24.	Governing Law.....	23
25.	Fair Employment.....	23
26.	Amendment to Agreement	24
27.	Notices.....	24
28.	Severability and Venue	25
29.	Enforcement	25
30.	Assignment.....	26
31.	Force Majeure	26
32.	Existing Waste Collection Agreement	26
32.1	Termination.....	26
32.2	Waiver of Escalation.....	26
33.	Minority Hiring	26
33.1	Minority Hiring Program	26
34.	Effective Date.....	27
34.1	Execution of this Agreement.....	27
34.2	Termination of Roll-out Waste Container Agreement	27
34.3	Second Amendment to Landfill Agreement.....	27
	Recitals	38

**Solid Waste and Recycling
Collection Services Agreement**

THIS SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into on June 18, 2018 by and between the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") and PDC SERVICES, INC., an Illinois corporation (the "Contractor").

RECITALS

WHEREAS, pursuant to Request For Proposal (RFP), Solid Waste and Recycling Collection Services, RFP #29-17, the City requested proposals for various Solid Waste and Recycling collection services from Residential Units, Stacked Condominiums, City Buildings, Peoria Public Schools Buildings, and Peoria County facilities;

WHEREAS, on November 9, 2017, the Contractor submitted a proposal to the City in response to RFP #29-17;

WHEREAS, the City accepted the Alternate Proposal submitted by the Contractor and approved this Agreement;

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, intending to be legally bound, hereby agree as follows:

1. Definitions

The following capitalized terms are used in this Agreement with the following meanings:

"Affiliate" means any business entity directly or indirectly controlling, controlled by or under common control with the entity with respect to which the reference to the term Affiliate is made. For purposes hereof, "control" shall mean, as to any entity, either effective ownership of greater than fifty percent (50%) of the voting capital stock, voting partnership shares or other similar ownership medium, or presently with the power to elect a majority of the board of directors, if any.

"Approved Landscape Waste Containers" means the following containers:

- ♦ "Compostable Bags" shall refer to compostable paper bags manufactured for the purpose of containerizing Landscape Waste, or BPI-certified ASTM 6400 or D6868 compostable plastic bags, not to exceed thirty gallons.
- ♦ "Garbage Can" shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed forty-five (45) gallons, and each such can shall have two handles upon sides of the can or bail by which it may be lifted and shall have a tight-fitting top. Garbage cans used for the purpose of Landscape Waste collection must clearly display a sticker indicating the container contains only Landscape Waste. The Contractor shall honor all existing stickers. No garbage can, when loaded, shall exceed fifty (50) pounds in weight.

- ♦ "Bundles" mean any material allowed under the definition of Landscape Waste, such as limbs, branches, or other loose items which are bound or tied by nonmetallic cord (in the case of multiple limbs, etc.) and do not exceed five (5) feet in length or fifty (50) pounds in weight.
- ♦ "Wheeled Cart" means an approved container approximately sixty-five (65) or ninety-five (95) gallons in size, which can be used with a semi-automated lifting mechanism for collection. Wheeled carts used for the purpose of Landscape Waste collection must clearly display a sticker indicating the container contains only Landscape Waste.

"Banned Waste" means all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation. No person may knowingly cause or allow the disposal of electronic waste or any other computer, computer monitor, printer, or television in a sanitary landfill.

"Bulky Waste" means large discarded items from residences within the City, such as boxes, barrels, crates, furniture, refrigerators, stoves, and other household appliances.

"Cart" means any form of standardized solid waste Cart for containing and collecting Waste, Recyclable Material or Landscape Waste and which is lidded, wheeled and of industry-standard design to be collected by trucks equipped with a fully automated or semi-automated cart lifting device; Normal Cart capacity sizes are (approximately): 35-gallons, 65-gallons or 95-gallons. (Also referred to as a "Tote Cart".)

"City Buildings" means the buildings owned by the City. A listing of the current locations for City Buildings is set forth in Exhibit A attached hereto.

"Commercial Waste" means any and all accumulations of paper, rags, wooden, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Residential Waste, generated by the operation of stores, offices and other business places, excluding Banned Waste.

"Containers" means Waste or Recyclables Carts or Dumpsters.

"Contracted Waste" means Waste Collected pursuant to this Agreement.

"Dumpster" means any form of solid waste receptacle for containing and collecting Waste, Recyclable Materials or Landscape Waste and which is lidded and often on caster wheels and of industry-standard design to be collected by trucks equipped with a fully automated or semi-automated dumpster lifting device; Normal Dumpster capacity sizes are 2 cubic yards, 4 cubic yards, 6 cubic yards, or 8 cubic yards.

"Garbage" means discarded materials resulting from the handling, processing, storage, preparation, serving and consumption of food.

"Garbage Can" shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed forty-five (45) gallons, and each such can shall have two handles upon sides of the can or bail by which it may be lifted and shall have a tight-fitting top.

"General Construction and Demolition Debris" means materials resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads, including the following: bricks, concrete, and other masonry materials; soil; rock; wood, including painted, treated, and coated wood and wood products; wall coverings; plaster; drywall; plumbing fixtures; insulation; roofing shingles and other roof coverings; reclaimed asphalt pavement; flat glass used for windows, doors or other construction materials; plastics; electrical wiring and components; and piping or metals incidental to any of those materials (except building material waste from residential type do-it-yourself projects as provided in the definition of Household Trash).

"Hazardous Waste" are materials that are defined and listed by the State of Illinois and/or the United States Environmental Protection Agency (Code of Federal Regulations, 40 CFR, Part 261) to be hazardous in nature due to flammability, explosiveness, toxicity, corrosiveness, reactivity, or otherwise unstable.

"Holidays" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Household Trash" means any and all accumulations of the material from the operation of a home, which is not included within the definition of Garbage. Household Trash shall include such things as small automobile parts and building material waste from residential type do-it-yourself projects.

"Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees. (Also referred to as "Yard Waste".)

"Municipal Waste" means garbage, general household, institutional and commercial waste, industrial lunchroom or office waste, and landscape waste. "Municipal waste" also includes "garbage", "refuse", and "ashes", as those terms are defined in Section 11-19-2 of the Municipal Code.

"Neighborhood Cleanup Boxes" means roll-off boxes or other containers to provide collection services for City-designated and approved neighborhood association cleanup events.

"Non-Containerized Waste" means large Bulky Waste, overflow Waste, or other materials that cannot fit inside a standard Waste Cart.

"Non-Contracted Waste" means Waste Collected outside of this Agreement (e.g., private waste or residential waste from outside of the City of Peoria).

"Peoria Public Schools Buildings" means buildings owned by Peoria Public School District 150. A listing of the current locations of Peoria Public School Buildings is set forth in Exhibit B attached hereto.

"Recyclable Materials" means the following:

- Aluminum, Steel, Tin Cans
- Plastic containers #1-7 with exception of #6
- Newspaper including inserts
- Cardboard (no waxed cardboard)
- Kraft (brown paper) Bags

Magazines, Catalogs and Telephone Books
Office, Computer, Notebook paper
Chipboard (cereal, cake & food boxes)
Carrier Stock (soda & beer can carrying cases)
Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
Paperback Books (no hard cover books)
Glass bottles and jars used for food and beverages
Aseptic containers (milk cartons/juice boxes)

"Recycling" means a method, technique, or process designed to remove any contaminant from waste so as to render that waste reusable, or any process by which materials that would otherwise be disposed of or discarded are collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products.

"Recycling Cart" means a wheeled, lidded cart for purposes of containing Recyclable Materials.

"Recycling Center" means a facility that accepts only segregated, nonhazardous, non-special, homogeneous, non-putrescible materials, such as dry paper, glass, cans or plastics, for subsequent use in the secondary materials market. (Also referred to as a "Material Recycling Facility" or MRF.)

"Recycling Container" means Recycling Carts and/or Recycling Dumpsters as provided by the City or approved by the City.

"Residential Units" means Single Family Detached Residences, Single Family Attached Residences, and Two-to-Four Family Stacked Residences.

"Residential Waste" means Garbage, Rubbish, Household Trash and Bulky Wastes, excluding Banned Waste.

"Rubbish" means all non-putrescible solid wastes, including ashes, paper, cardboard, wood (other than Landscape Waste), glass, crockery, cans, bottles, rags, discarded clothing, and litter.

"Single Family Detached Residence" means a free-standing, single-family dwelling unit.

"Single Family Attached Residence" means a group of dwelling units attached by a wall or walls, extending from basement to the roof, each unit being accessible by its own separate exterior entrance at grade level, and also with each unit being under separate ownership; e.g., townhouse, rowhouse, townhouse condominium.

"Stacked Condominiums" means a group of five or more single family dwelling units attached through the ceiling or floor, physically located on top of another and each unit being under separate ownership. A listing of the current locations of the Stacked Condominiums is set forth in Exhibit C attached hereto.

"Two-To-Four Family Stacked Residences" means a group of two, three, or four dwelling units attached through the ceiling or floor, physically located one on top of another; e.g., condominiums other than townhouse condominiums, or apartments (also referred to as duplexes, triplexes and quadplexes).

"Tote Cart" see "Cart".

"Waste" means a general term that includes Commercial Waste, Residential Waste, Municipal Waste, Household Trash, and other forms typically collected for disposal.

"Waste Containers" means Carts and/or Dumpsters for Waste.

"Wheeled Cart" means an approved container approximately thirty-five (35), sixty-five (65) or ninety-five (95) gallons in size, which can be used with a semi-automated lifting mechanism for collection.

"Yard Waste" see "Landscape Waste".

2. Agreement Term

2.1 Initial Term

The initial term of this Agreement shall be for a period of seven years and shall commence on July 1, 2018, and shall terminate on June 30, 2025, provided, however, the new trucks and any route modifications will go into effect on January 1, 2019. Every-other-week collection of Recyclable Materials will commence January 1, 2019, provided, however, households desiring to opt-in to the current monthly recycling program will be able to do so commencing July 1, 2018. The fee for every-other-week collection of Recyclable Materials will commence July 1, 2018 as set forth in Section 12.1 of this Agreement.

2.2 Renewal Term

Unless either party notifies the other party at least 180 days prior to June 30, 2025, of its desire to terminate this Agreement, the City Council will approve an extension for this Agreement for an additional period of three (3) years upon the same terms. Notwithstanding the foregoing, this Agreement shall automatically renew upon the same terms for an additional three years until June 30, 2028 if the Contractor meets the following terms:

1. Minority workforce comprises 28% of individuals working as part of this contract;
2. 95% of Residential Units have at least one recycling cart; and
3. A 90% Customer satisfaction rating is determined as per a City prepared and executed Survey.

3. Residential Waste Collection and Disposal

3.1 Basic Service

The Contractor will furnish all labor, trucks, equipment and supplies to collect and dispose of Residential Waste from all Residential Units. Residential Waste collection service is to be provided at least one time per week. Current routes/schedules are to be maintained to the maximum extent possible, with collection on Monday through Friday, excluding Holidays, as per the Route Map attached hereto as Schedule 1. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. The Contractor shall provide unlimited collection of Residential Waste from households placed either curbside or in the alley. Residential Waste

must be placed in City-approved Waste Carts or Dumpsters. Residential Waste, Recyclables Materials and Landscape Waste shall be collected on the same day of the week.

Two-To-Four Family Stacked Residences may be serviced by Dumpsters where appropriate. The City retains the right to the final decision about whether Dumpsters or Carts shall be used. The Contractor must request changes to the City in writing at least 30 days before any such proposed change.

3.2 Dead Animals

The Contractor shall pick up and dispose of, within twenty-four (24) hours of notice from the City, excluding weekends and Holidays, dead animals weighing less than fifty pounds (50#), located on public right-of-ways (excluding Illinois State Highways) and private property (located curbside) as authorized by the City.

3.3 Tire Disposal

The Contractor shall provide a van trailer at the City's Public Works operations yard on Darst Street for the storage of passenger vehicle tires collected by the City. The Contractor shall provide an additional van trailer at the City's Public Works Garage for the storage of tires from City vehicles. The van trailers must have a capacity of approximately 100 cubic yards, holding approximately 1,200 tires. The City shall be responsible for loading the tires into the van trailers and shall notify the Contractor when a van trailer is full and needs to be picked up. The Contractor shall dispose of the collected tires at a permitted disposal facility when the trailers are full. The Contractor shall be responsible for paying tire disposal costs. Van trailers described in this Section will not be deducted from the total count of Roll-off boxes described in Section 3.5.

3.4 Non-Containerized Waste and Bulky Waste

Non-Containerized Waste and Bulky Waste shall be collected in the same location as Residential Waste, Recyclable Materials and Landscape Waste. This collection shall be included as part of the basic services as described in the RFP. The Contractor shall not be required to collect Non-Containerized Waste and Bulky Waste from a subject property as long as subject property has appeared on the Peoria County Sheriff's Eviction List in the last fifteen (15) days. It is the Contractor's responsibility to obtain the current eviction list from the Peoria County Sheriff on a weekly basis.

3.5 Neighborhood Cleanup Boxes

The Contractor shall deliver, remove and dispose of up to one hundred fifty (150) roll-off boxes or equivalent containers annually with a capacity of twenty-five (25) cubic yards (or less if requested by the City) for City-designated neighborhood cleanups and other special events.

3.6 Neighborhood Cans

The Contractor shall collect and dispose of Waste from neighborhood waste receptacles on a weekly basis. Location of the neighborhood waste receptacles will be provided by the City on an annual basis. The Contractor shall not be required to collect and dispose of waste from more than two hundred fifty (250) receptacles. The City will purchase neighborhood waste

receptacles compatible with Contractor's automated equipment and the locations will be serviceable by automated equipment on normal routes.

3.7 Community Beautification

During the term of this Agreement, the Contractor must provide funding for community beautification to defray the City's costs incurred for collection of waste from downtown cans under its existing partnerships for that service. The Community Beautification Payment shall equal \$60,000.00 per year, payable in two equal installments of \$30,000.00 each on or before December 31 and June 30. The first payment of \$30,000 will be paid to the City on or before June 30, 2018. The Community Beautification Payment shall be increased annually on July 1 of each year by two and three-quarters percent (2.75%). The first increase shall be made on July 1, 2019.

3.8 Program Education

The Contractor must work with the City to assist in public education of residents regarding its management of Residential Waste, Recyclable Materials, and Landscape Waste. During the term of this Agreement, the Contractor must provide funding for public education in the amount of \$40,000.00 per year, paid to the City semi-annually in equal installments of \$20,000.00 on or before December 31 and June 30. The first payment of \$20,000 will be paid to the City on or before June 30, 2018. The City will involve the Contractor in developing promotional programs. Contractor will also be expected to attend any neighborhood association meetings, events, etc. to help promote programs when directed by the City. The Program Education Payment shall be increased annually on July 1 of each year by two and three-quarters percent (2.75%). The first increase shall be made on July 1, 2019.

3.9 Hazardous Waste

The Contractor shall not collect Hazardous Waste such as liquid paint, grill-sized propane tanks, motor oil and similar Hazardous Wastes. These materials are to be excluded from Residential Waste and are regulated under Federal and State Statutes.

3.10 Banned Waste

The Contractor shall not collect Banned Waste.

3.11 Peoria City/County Landfill

All Waste collected in the City of Peoria under this Agreement will be delivered to the Peoria City/County Landfill in Edwards, Illinois for disposal, excluding Waste collected from Stacked Condominiums, City Buildings, and Peoria Public Schools Buildings. The City shall pay the disposal tipping fees at the Peoria City/County Landfill for only Waste collected under this Agreement and delivered to the Peoria City/County Landfill. The Contractor shall pay the disposal tipping fees for Waste collected under this Agreement from Stacked Condominiums, City Buildings, and Peoria Public Schools Buildings, and the Waste may be delivered by the Contractor to a landfill of its choosing. Except for Waste collected from Stacked Condominiums, City Buildings, and Peoria Public Schools Buildings, the Contractor shall collect straight loads of Contracted Waste only and shall not commingle Non-Contracted Waste into the loads of Contracted Waste. Upon opening of Peoria City/County Landfill 3, all Contracted Waste

including Waste collected from the Stacked Condominiums, City Buildings, and Peoria Public Schools Buildings shall be disposed of at Peoria City/County Landfill 3.

3.12 General Construction and Demolition Debris

The Contractor shall be required to collect incidental General Construction and Demolition Debris generated from the residential location it is being collected.

3.13 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. Contractor shall bill the residents directly for the rent.

4. Recyclable Materials Hauling and Processing

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.

All Recyclable Materials will be collected at the curb. In locations where alley service is currently provided, changes in service location must be approved by the City.

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.

4.2 All Residents Who Elect to Receive Recyclable Materials Collection Service Will Receive Recycling Carts and Shall Receive Recyclable Materials Collection Service

All Residential Units who elect to receive Recyclable Materials collection service will receive a Recycling Cart provided by the Contractor and shall receive recyclable materials collection service. Upon request, one (1) additional Recycling Cart shall be provided to a resident by Contractor at no additional charge.

4.3 Collection Schedule

The Recyclable Materials collection schedule and route map will be negotiated in good faith between the City and the Contractor based on the Contractor's proposal in response to the RFP. The schedule shall be every-other-week with Recyclable Materials collection on the same day as trash services.

For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day.

4.4 City Buildings

The Contractor shall collect Recyclable Materials from the City Buildings identified in Exhibit A.

The Contractor shall collect the Recyclable Materials at each City Building at the location where the Waste is collected. The City shall have the right to change the City Buildings designated, service frequency and number of Recycling Containers provided by the Contractor upon thirty (30) days written notice at the exclusive discretion of the City. Contractor to provide Containers at each location as necessary to execute services listed in the Agreement.

4.5 Stacked Condominiums

The Contractor shall collect Recyclable Materials from the Stacked Condominiums.

The Contractor shall collect the Recyclable Material at each Stacked Condominium at the location where the Waste is collected. The City shall have the right to change the Stacked Condominiums designated, service frequency and number of Recycling Containers provided by the Contractor upon thirty (30) days written notice. Contractor to provide Containers at each location as necessary to execute services listed in the Agreement.

4.6 Universal Recycling Program

Upon the opening of the Peoria City/County Landfill No. 3, the City and the Contractor will renegotiate in good faith the terms of this Agreement regarding the provision of universal city-wide Recyclable Materials collection.

5. Landscape Waste Hauling and Disposal

5.1 Basic Service

The Contractor shall provide all labor, trucks, equipment and supplies to collect and dispose of Landscape Waste from all Residential Units. Seasonal Landscape Waste collection service is to be provided one time per week from mid-March through mid-December (39 collections per year). Current routes/schedules are to be maintained with collection on Monday through Friday, excluding Holidays, as per the Route Map attached hereto as Schedule 1. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. Landscape Waste shall be collected at the same location as other Contracted Waste. 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 or appropriately bundled for collection. The Contractor shall pay the disposal tipping fees directly. Landscape Waste collected as part of this Agreement is to be disposed by the Contractor at a site of its choosing, but the site must be approved by the City. The Contractor initially plans to have the Landscape Waste composted at the Landscape Waste Composting Facility located at 1510 S. Cameron Lane, Peoria, Illinois 61607 operated by LHF Compost, Inc. The City approves the use of the LHF Compost, Inc. Landscape Waste Composting Facility by the Contractor. The City must be notified in writing of any change in the Landscape Waste processing location a minimum of thirty (30) days prior to any change.

5.2 Storm Event

In the event of a major storm occurrence, outside of the normal collection season, the Contractor shall provide and the City may pay the Contractor cost plus 15% for the collection and disposal of the Landscape Waste generated by the Storm Event. In the event of a major storm occurrence during the normal collection season, the Contractor shall provide and the City may pay the Contractor cost plus 15% only for the collection and disposal of waste which is not in Approved Landscape Waste Containers or appropriately bundled material for collection.

In the event of a major storm event, the City shall have the right to collect and dispose of the Landscape Waste, either using City crews including its own equipment or through a separate contract with another entity, without being in breach of this Agreement.

6. Stacked Condominiums and City Building Collection and Disposal

6.1 Basic Service

The Contractor shall provide all labor, trucks, equipment and supplies to collect and dispose of all Waste and Recyclable Materials from all City Buildings and Stacked Condominiums. The Contractor shall provide unlimited collection of Waste and Recyclable Materials placed in designated collection areas as specified by City staff.

The City shall own the Carts and the Contractor shall own the Dumpsters. The Contractor shall manage all Containers including inventory, assembly, delivery, maintenance, repairs, replacement and Container warranty work.

The Contractor shall provide adequate Containers for each location based on space and volume limitations for each site. Adequate numbers and size of Containers and frequencies of collection

shall be provided to manage without overflow of materials. Service collection schedules will vary from building to building with collection ranging from one day per week to five days per week depending on the volume of materials to be collected and the storage space for Containers. Generally, collection will be provided Monday through Friday, excluding Holidays. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day.

6.2 City Buildings

The City Buildings to be serviced, current number and size of Containers, and current service frequency are described in Exhibit A attached hereto. The City reserves the right to alter the frequency of service or the quantity of Containers required upon providing ten (10) days' written notice to the Contractor. Changes shall be at Contract prices and will not be subject to additional fees. A final list of locations, frequency of service and Container sizes shall be provided prior to work commencement.

6.3 Stacked Condominiums

The Stacked Condominiums to be serviced, current number and size of Containers and current service frequency, are described in Exhibit D attached hereto. The City reserves the right to alter the frequency of service or the quantity of Containers required upon providing ten (10) days' written notice to the Contractor. Changes shall be at Contract prices and will not be subject to additional fees. A final list of locations, frequency of service and Container sizes shall be provided prior to work commencement.

6.4 Banned Waste

The Contractor shall not collect Banned Waste.

6.5 General Construction and Demolition Debris

The Contractor shall not be required to collect General Construction and Demolition Debris from the City Buildings and Stacked Condominiums.

6.6 Disposal at a Landfill Selected by Contractor

All Waste collected as part of Section 6 will be delivered by the Contractor to a landfill of its choosing, but the landfill must be licensed by the appropriate jurisdictions. The Contractor shall pay the disposal tipping fees for Waste collected under Section 6. The Contractor will report tonnage collected and disposed under Section 6 in reports detailed in Section 10.

7. Peoria Public School Buildings

7.1 Basic Service

The Contractor shall provide all labor, trucks, equipment and supplies to collect and dispose of all Waste from all Peoria Public Schools Buildings. The Contractor shall provide unlimited collection of Waste placed in designated collection areas as specified by School District staff. The Contractor shall provide adequate Containers for each location based on space and volume limitations for each site.

All Containers shall be provided and owned by the Contractor. The Contractor shall be responsible for all Waste Containers management.

Adequate numbers and sizes of Containers and frequencies of collection shall be provided to manage all materials without overflow. Service collection schedules will vary from building to building with collection ranging from one day per week to five days per week depending on the volume of materials to be collected and the storage space for Containers. Generally, collection will be provided Monday through Friday, excluding Holidays. For Holidays, service will be delayed one (1) day, with Saturday being a catch-up day.

7.2 Peoria Public School Buildings

The Peoria Public Schools Buildings to be serviced, current number and size of Containers, and current service frequency are described in Exhibit C attached hereto. The City and the School District reserve the right to alter the frequency of service or the quantity of Containers required with a ten (10) business day notice delivered via email. Changes shall be at Contract prices and will not be subject to additional fees. The Contractor shall be aware that many School District building locations are seasonal and may not require service through the summer. Seasons are weather dependent and may fluctuate from year to year.

7.3 Banned Waste

The Contractor shall not collect Banned Waste.

7.4 General Construction and Demolition Debris

The Contractor shall not be required to collect General Construction and Demolition Debris from the Peoria Public Schools Buildings.

7.5 Disposal at a Landfill Selected by Contractor

All Waste collected as part of this Section 7 will be delivered by the Contractor to a landfill of its choosing, but the landfill must be licensed by the appropriate jurisdictions. The Contractor shall pay the disposal tipping fees for Waste collected under this Section 7. The Contractor will report tonnage collected and disposed under Section 7 in reports detailed in Section 10.

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 the total amount purchased of 39,782. 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.

9. Reporting Requirements

9.1 Quarterly Solid Waste Program Report

The Contractor shall submit quarterly reports to the Public Works Director providing details to aid in education and contract administration. Quarterly reports will include, at a minimum, the following:

- List of residents serviced by address
- Number of complaints with lists of all complaints
- Number of calls received
- Residential disposal tonnage and costs
- Recycling tonnage by material
- Landscape tonnage
- Opportunities for Program Improvement
- Minority Workforce composition

At the City's discretion, the City and Contractor shall meet to discuss the report and mutually set priorities for the next quarter.

9.2 Annual Solid Waste Program Report

By June 1 of each year, the Contractor shall submit an annual report of the City's Solid Waste program including Residential Waste, Recycling Program and Landscape Waste. The evaluation shall include suggested changes to the program, if appropriate. At the City's discretion, the City and Contractor shall meet to discuss the evaluation and mutually set priorities for the next year's program improvements. The report will be presented to the City Council during the last meeting in June. Metrics to be included at a minimum in the annual report shall be:

- List of residents serviced by address
- Number of complaints with lists of all complaints
- Number of calls received
- Residential disposal tonnage and costs
- Recycling tonnage by material
- Landscape tonnage
- Opportunities for Program Improvements
- Minority Workforce composition
- List of equipment used as part of this Agreement with age, make, and model

10. Equipment and Operational Requirements

10.1 Fleet Requirements

The Contractor shall provide an adequate number and quality of leak-proof modern packer- type trucks, open body trucks, and trailers to provide the services as specified in this Agreement. It is the Contractor's responsibility to determine the appropriate load style truck required for each location. Reserve truck equipment shall be available at all times to ensure uninterrupted service in the event of breakdowns.

The City reserves the right to make inspection of equipment and to request the Contractor to take immediate action if complaints are received about the equipment. All vehicles used for collection services shall be easily identified on at least two sides (including the curbside) with the name of the Contractor, a local Peoria number for complaints, and the vehicle number. There is no maximum age imposed on the equipment and vehicles to be used by the Contractor so long as the equipment and vehicles are in good working order.

10.2 Office and Telephone Requirements

The Contractor shall establish and maintain a complete local office, within the city limits of Peoria, and telephone facilities to handle complaints, which shall be responsible for all Peoria operations. The Contractor shall not use automated phone service during normal working hours to handle complaints and all telephone complaints shall be handled by the Contractor's staff that are to be fully knowledgeable of the Peoria operations. Phone calls shall be taken in a timely manner and if complaints are received on wait time the Contractor will need to add additional lines to address this problem. Complaints can be logged during normal business hours which shall be 8:00 a.m. to 5:00 p.m. Monday through Friday. On Holiday weeks, the Contractor's customer service center shall be open on Saturdays. A daily log of calls shall be maintained and sent to the Public Works Director via email on a monthly basis. If a complaint is made prior to 3:00 p.m., resolution is expected on the same day. For complaints received after 3:00 p.m., the Contractor shall use its best efforts to address the matter that day or by 9:00 a.m. the following day. If the Contractor fails to remedy the matter, the City may act to resolve the matter and charge the Contractor for any expenses incurred in solving the matter as a Liquidated Damage. The City shall give notice to the Contractor of said complaint.

10.3 After-Hours Contact Person

The Contractor shall be required to provide the City with a local after-hours contact person and a cell phone number by which the contact person can be reached.

10.4 Other Requirements

Neither the Contractor nor any of its employees shall request or accept any gratuities from any persons, firms or corporations for services required to be performed under this Agreement, except for unsolicited Christmas gifts to drivers, provided that where residents desire special service over and above that provided under this Agreement, they may make such arrangement as they so desire and make any payment therefore to the Contractor's office.

The Contractor shall prohibit the drinking of alcoholic beverages or the use of any controlled substances, including prescribed by a physician, by its personnel in the course of performing their duties required under the terms of this Agreement.

The Contractor and its employees will perform the contracted work in a neat, courteous, orderly and efficient manner. All material hauled by the Contractor shall be so contained, tied, or enclosed so that leaking of liquids, spilling, or blowing of litter is prevented. Any material that may be scattered will be immediately collected by the Contractor.

If there are changes in Federal law or State Statutes that may result in change in costs (increase or decrease), such as increases in license fees, the Contractor may submit to the City documentation for such consideration.

The Director of Public Works for the City of Peoria is responsible for the administration of this Agreement and may delegate these duties to such person(s) as deemed proper. If any dispute shall arise between the Contractor and a resident, such as the time when materials are placed out for collection, the Contractor is to remove said materials. If there is a dispute between the Contractor and the City, a meeting will be held and the decision of the Director of Public Works will be final.

The Contractor represents that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or the services as herein described and that the Contractor is fully informed concerning the conditions encountered, character, quality and quantity of work to be performed and equipment and materials to be furnished. The Contractor further represents that the Contractor is familiar with all Federal, State, County laws, and all Codes and Ordinances of the City of Peoria which may in any way affect the prosecution of its work or persons engaged or employed in the work or the materials and equipment used in the work.

10.5 Hours of Operation

Collection of Residential Waste, Landscape Waste and Recyclable Material shall not start before 6:00 a.m. or continue after 7:00 p.m. on the evening of the same date (Monday through Friday). Collection of residential waste streams must be respectful of the City's Noise Ordinance Sec 15-61 through Sec 15-77. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor, Holidays, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

The Contractor shall make collections with a minimum of noise and disturbance to the resident. Approved Waste Containers and Approved Landscape Waste Containers shall be handled carefully by the Contractor and shall be thoroughly emptied and then left where they were placed for collection. Any material spilled by the Contractor will be picked up immediately and the area left clean.

10.6 Routes of Collection

Collection routes may be modified by the Contractor with approval of the City Public Works Director. Changes to Routes must be submitted to the City at least 90 days prior to requested implementation, Contractor is responsible for all costs incurred for notifying Residential Units of the route changes. A map designating the collection routes is attached hereto as Schedule 1.

11. Compensation

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	\$ 1.83	\$ 3.19
3	July 1, 2020 To June 30, 2021	\$ 6.56	\$ 1.88	\$ 3.27
4	July 1, 2021 To June 30, 2022	\$ 6.74	\$ 1.93	\$ 3.36
5	July 1, 2022 To June 30, 2023	\$ 6.92	\$ 1.98	\$ 3.46
6	July 1, 2023 To June 30, 2024	\$ 7.11	\$ 2.04	\$ 3.55
7	July 1, 2024 To June 30, 2025	\$ 7.31	\$ 2.09	\$ 3.65
8	July 1, 2025 To June 30, 2026	\$ 7.51	\$ 2.15	\$ 3.75
9	July 1, 2026 To June 30, 2027	\$ 7.72	\$ 2.21	\$ 3.85
10	July 1, 2027 To June 30, 2028	\$ 7.93	\$ 2.27	\$ 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.

11.2 Annual Fee Adjustment

Rates charged for the collection and disposal services for the Peoria Public School Buildings provided pursuant to Section 7, shall be adjusted annually on July 1 of each year by two and three quarters percent (2.75%). The first adjustment shall be made on July 1, 2019.

11.3 Adjustment to the Number of Residential Units Served

The City estimates there are currently thirty nine thousand seven hundred eighty-two (39,782) Residential Units in the one (1) to four (4) family category. A route audit will be performed prior to November 1, 2018. The information gathered during the route audit will be used to establish the number of Residential Units served for billing purposes. Until the route audit is completed, the Contractor shall bill based upon 39,782 Residential Units. Thereafter, the number of Residential Units will be adjusted annually by the City by March 1 of each year, commencing March 1, 2019, based on (1) the addition of new homes to the City during the previous calendar year and will include new homes built and issued certificates of occupancy and homes incorporated into the City through annexations, and (2) the subtraction of homes demolished during the calendar year. The new Residential Unit count shall be effective on July 1 of each year.

Once per year, the Contractor shall conduct a route audit including of number of Residential Units actually served and shall submit the results of these route audits by July 1 of each year as verified by Cart serial number and RFID tag. If the house count results in a significant change, the Contractor or City may initiate good faith negotiations to agree upon a new number of Residential Units for purposes of payment.

11.4 Adjustment for Number of City Buildings and Stacked Condominiums

In the event the number of City Buildings and/or Stacked Condominiums increases or decreases during the term of this Agreement, the parties shall negotiate in good faith an appropriate adjustment in the unit based price payment to reflect such increase or decrease.

11.5 Waste and Recyclable Material Collection from City Buildings

There is no separate charge for the collection of waste or the collection, processing and marketing of the Recyclable Materials from City Buildings.

11.6 Peoria Public School Buildings

Contractor shall bill the City for the collection and disposal services provided to all Public School Buildings at the rates set forth in Exhibit C.

11.7 Payment Terms/City

For the services provided under this Agreement, with the exception of services rendered to the Peoria Public Schools, the Contractor shall be paid monthly, in advance, as follows:

On the 20th of each month, the Contractor shall electronically submit to the City an invoice for services to be rendered for the succeeding month. The City shall pay the invoice on the 1st Friday of the succeeding month via ACH.

11.8 Payment Terms/Peoria Public Schools

For the services provided under this Agreement to Peoria Public Schools, Contractor shall be paid monthly, in advance, as follows:

On the 3rd business day of the month in which the services are rendered, the Contractor shall electronically submit to the City an invoice for the services to be rendered for that month. The City shall pay the invoice within fourteen (14) days from the date of said invoice via ACH.

12. Performance Security

On or before July 1, 2018, the Contractor shall furnish to the City a Guaranty executed by Coulter Companies, Inc. guarantying the faithful performance of the Contractor under this Agreement, in the form set forth in Exhibit D.

13. Taxes

The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required.

14. Patents

The Contractor agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by this Agreement.

15. Human Rights Act

This Agreement shall be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended, and the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

16. Non-Collusion

With the execution of this Agreement, the Contractor is certifying to no collusion in the preparation, submittal and execution of this Agreement.

17. Default

In case of default by the Contractor, the City will procure the articles or services from other sources and hold the Contractor responsible for any excess cost incurred.

18. Timely Communication of Problems

The Contractor and the City shall make every reasonable effort to use timely and direct communications (e.g. phone, e-mail, and/or meetings) to address operational problems and service issues to prevent occurrences resulting in liquidated damages. It is the intention of the City to work in accord with the Contractor and customer(s) to resolve issues. During the first twelve (12) months of this Agreement, the City and Contractor will meet on a monthly basis to review the status of the program and discuss and resolve issues as they arise. After twelve (12) months, the City and Contractor agree to meet at a minimum on a quarterly basis.

19. Liquidated Damages

In addition to any other remedies available to the City, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill obligations. The City shall send a formal letter outlining the issue and notifying the Contractor of the violation. After written notice has been provided by the City, the Contractor shall be liable for liquidated damages, at the following rates, upon a determination by the City that performance has not occurred consistent with the provisions of this Agreement:

1. Failure to respond to legitimate service complaints within twenty-four (24) hours in a reasonable and professional manner: \$500.00 per incident.
2. Failure to collect properly notified and legitimate missed collections: \$250.00 per incident.
3. Failure to complete the collection within the specified time frames: \$100.00 per incident.
4. Failure to clean up from spills during collection operations: \$2,500.00 per incident
5. Failure to provide a draft to the City at least four weeks prior to release of any public education tool: \$250.00 per incident.
6. Failure to notify the City at least four weeks prior to release of any public education tool: \$1,000.00 per incident.

20. Cancellation

The City reserves the right to cancel the whole or any part of this Agreement, at its sole discretion upon providing thirty (30) days' notice in writing to Contractor upon a material breach.

21. Delinquent Payment

By the signing of this Agreement, the Contractor is certifying that it is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

22. Permits, Licenses and Other Legal Requirements

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the work under this Agreement.

Contractor agrees to abide by all federal, state, local or other rules, regulations or statutes relative to the collection, transportation and disposal of garbage.

23. Insurance

The Contractor shall obtain and maintain, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below.

Motor Vehicle Liability Insurance - A policy under a comprehensive form to insure the entire motor vehicle for its operations with limits of not less than:

Property Damage Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence

General Liability - A comprehensive liability policy for Contractor's operations and other motor vehicles with limits of at least:

Property Damage Liability	\$8,500,000 each occurrence
Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence

The Contractor shall furnish the City satisfactory evidence that it carries Worker's Compensation and Occupational Disease Insurance adequate to protect all employees employed by it in the course of performance under this Agreement.

The amount of insurance required herein, shall in no way limit the amount of insurance which the Contractor may carry, and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Agreement.

The Contractor shall file with the Finance Department a Certificate of Insurance for policies written in the Contractor's name and listing the City of Peoria as additionally insured and a certificate holder. This certificate shall provide that the policies contain an endorsement requiring that the City shall be furnished with thirty (30) days' notice (calendar days) by certified mail, return receipt requested, prior to the cancellation or material change in the policies.

24. Governing Law

This Agreement will be governed by the laws of the State of Illinois.

25. Fair Employment

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, place of birth, age, or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The Contractor will take affirmative action to comply with this provision and will require any subcontractor to submit to the City written commitment to comply with this provision. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, or prospective subcontractors. The Contractor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.

26. Amendment to Agreement

This Agreement may not be amended except by an agreement signed in writing by all parties hereto.

27. Notices

Any notice, request, instruction, correspondence or other document required to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopy, as follows:

If to the Contractor, addressed to:

PDC Services, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Royal J. Coulter
Telephone: 309-688-0760
Email: rcoulter@pdcare.com

With a copy to:

PDC Services, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Matthew R. Coulter
Telephone: 309-688-0760
Email: mcoulter@pdcare.com

Elias, Meginnes & Seghetti, P.C.
416 Main Street
Suite 1400
Peoria, Illinois 61602
Attention: Brian J. Meginnes
Telephone: 309-672-6363
Email: bmeginnes@emrslaw.com

If to the City, addressed to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Patrick Urich, City Manager
Email: purich@peoriagov.org

With a copy to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Scott Reeise, Director of Public Works
Email: Sreeise@peoriagov.org

With a copy to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Don Leist, Corporation Counsel
Email: dleist@peoriagov.org

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective two days after deposit with the United States postal service. Notice given by email shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's normal business hours. All notices by email shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

28. Severability and Venue

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. The parties stipulate and agree that any and all litigation relating to or arising out of this Agreement shall be filed in a court of competent jurisdiction in Peoria County, Illinois, and that Peoria County shall be the only proper venue.

29. Enforcement

The parties shall have the right to enforce this Agreement by an action taken in Peoria County Circuit Court. However, prior to commencing such action, the party seeking to enforce this Agreement ("Complaining Party") agrees to give the other party written notice of any non-compliance alleged to constitute a violation of this Agreement at least fifteen (15) days (which period includes holidays and weekends) prior to filing an action in Peoria County Circuit Court. The parties shall have the right to seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs, and reasonable expenses of litigation.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto.

30. Assignment

This Agreement shall not be assigned by the Contractor without the prior written consent of the City, except to an Affiliate of the Contractor or except as part of the sale or transfer of substantially Contractor's entire business.

31. Force Majeure

The obligations with respect to performance of this Agreement by either party shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, hurricane, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the performance of this Agreement and any change in law which has a material effect on the performance of this Agreement including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort and steps to overcome the cause of cessation of services and to commence the services as soon as practicable after the cessation of the cause of suspension of services.

32. Existing Waste Collection Agreement

32.1 Termination

The City and the Contractor are parties to 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, as amended by Third Amendment to Waste Collection Agreement effective September 1, 2016 (collectively the "Existing Waste Collection Agreement"). The City and the Contractor agree that the Existing Waste Collection Agreement shall be terminated effective June 30, 2018, at 11:59 p.m. and the City and the Contractor shall have no further obligations under the Existing Waste Collection Agreement, except for monies due and owing for services performed through June 30, 2018.

32.2 Waiver of Escalation

The Contractor agrees to waive the 3% escalation in the Existing Waste Collection Agreement which became effective January 1, 2018. The Contractor shall refund to the City the amount of the 3% escalation contained in the invoices to the City for the period January 1, 2018 to June 30, 2018, in the amount of \$87,834.00, in three (3) equal installments of \$29,278.00 payable on July 1, 2018, August 1, 2018 and September 1, 2018.

33. Minority Hiring

33.1 Minority Hiring Program

During the term of this Agreement, the Contractor shall develop and implement a minority hiring program. The Contractor is required to maintain an 18% minority workforce with a goal of

maintaining a 28% minority workforce for the duration of this Agreement for those employees engaged in providing services listed in this Agreement. Contractor to report workforce composition in quarterly and annual reports to Public Works Director.

34. Effective Date

This Agreement shall be effective as of the date when the following conditions precedent have been satisfied:

34.1 Execution of this Agreement.

The City shall have executed and delivered to the Contractor a signed original of this Agreement.

34.2 Termination of Roll-out Waste Container Agreement

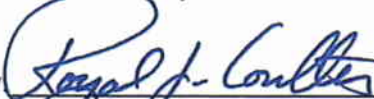
The City and Contractor entered into an agreement called the Roll-Out Waste Container Agreement on July 1, 2012. It is hereby terminated and ownership of Carts purchased under said agreement will be transferred to the City of Peoria as of June 30, 2018.

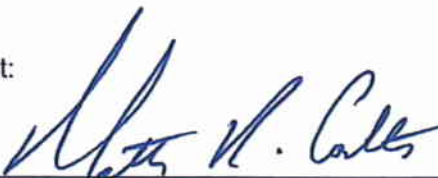
34.3 Second Amendment to Landfill Agreement

The County of Peoria, the City and the Joint City of Peoria-County of Peoria Solid Waste Disposal Board shall have executed and delivered to Peoria City/County Landfill, Inc. a signed original of the Second Amendment to Landfill Agreement in the form attached hereto as Exhibit E.


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


PDC SERVICES, INC.

By: 
Its: President

Attest:
By: 
Its: Vice President

CITY OF PEORIA

By: 
Its: City Manager

Attest:
By: 
Its: City Clerk

SCHEDULE 1

ROUTE MAP

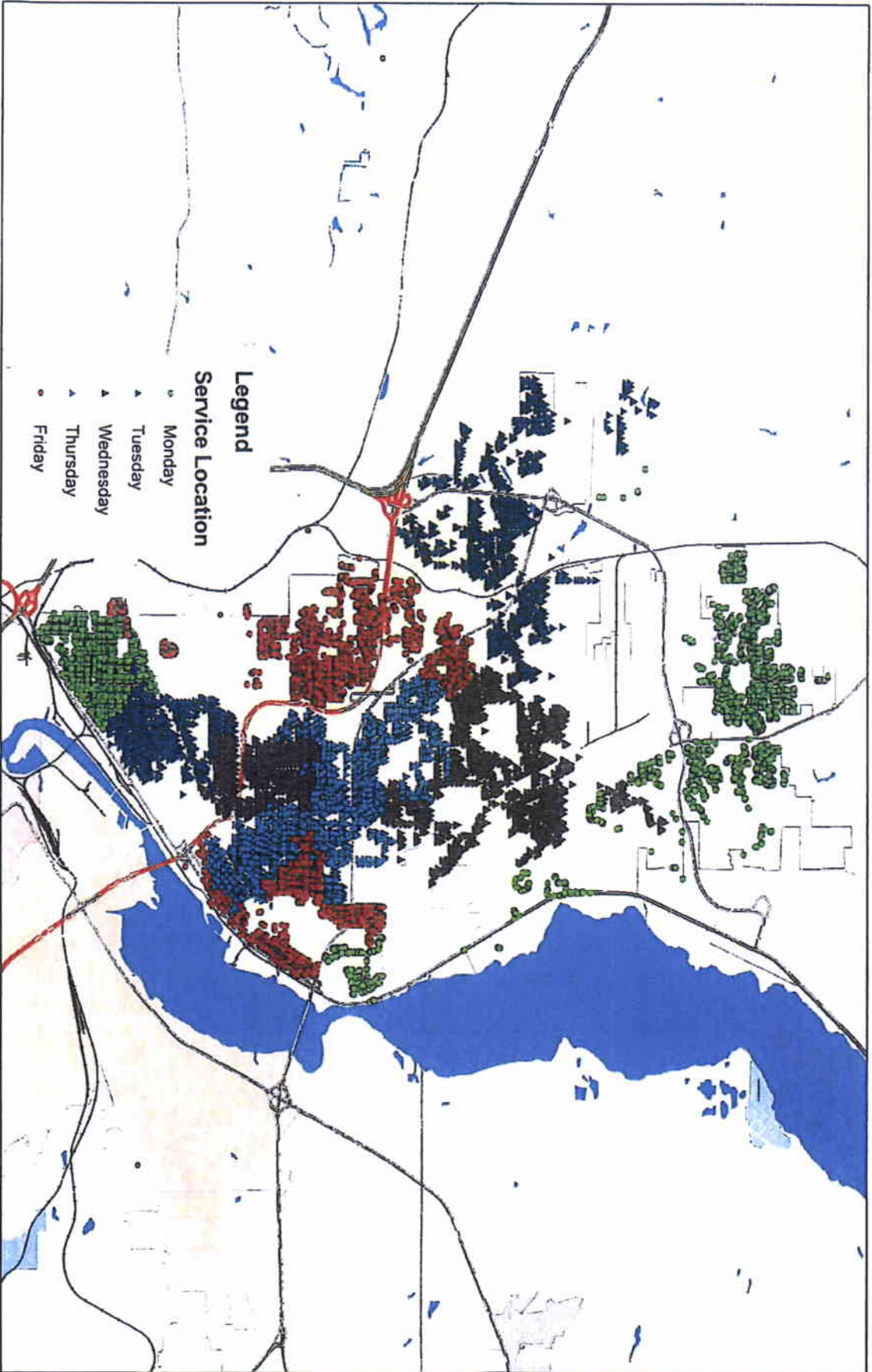


EXHIBIT A
CITY BUILDINGS

City Buildings

LOCATION NAME	QTY	SIZE	SCHEDULE	WEEKLY WASTE FEE	WEEKLY RECYCLING FEE
ANIMAL SHELTER	1	4 yd	MT-HF--	\$0.00	\$0.00
CENTRAL FIREHOUSE	1	6 yd	---H---	\$0.00	\$0.00
CITY ASSESSORS OFFICE	1	2 yd	-T-----	\$0.00	\$0.00
CIVIL DEFENSE	1	95 gal	---H---	\$0.00	\$0.00
CONSTITUTION PARK	1	4 yd	--W----	\$0.00	\$0.00
FIRE / POLICE STATION # 2	1	2 yd	--W----	\$0.00	\$0.00
FIRE ACADEMY	1	4 yd	--W----	\$0.00	\$0.00
FIREHOUSE # 3	1	2 yd	-T-----	\$0.00	\$0.00
FIREHOUSE # 4	1	2 yd	--W----	\$0.00	\$0.00
FIREHOUSE # 8	1	4 yd	-T--F--	\$0.00	\$0.00
FIREHOUSE # 10	1	95 gal	---H---	\$0.00	\$0.00
FIREHOUSE # 11	1	95 gal	--W----	\$0.00	\$0.00
FIREHOUSE # 12	1	95 gal	---H---	\$0.00	\$0.00
FIREHOUSE # 13	1	95 gal	-T-----	\$0.00	\$0.00
FIREHOUSE # 15	1	95 gal	M-----	\$0.00	\$0.00
FIREHOUSE #16	1	2 yd	-T-----	\$0.00	\$0.00
FIREHOUSE # 19	1	95 gal	-T-----	\$0.00	\$0.00
FIREHOUSE # 20	1	95 gal	M-----	\$0.00	\$0.00
GATEWAY BUILDING	1	6 yd	M---F--	\$0.00	\$0.00
LIBRARY PEORIA PUBLIC	1	2 yd	MTWHF--	\$0.00	\$0.00
MUNICIPAL BLDG	1	2 yd	MTWHF--	\$0.00	\$0.00
PEORIA CITY HALL	1	2 yd	MTWHF--	\$0.00	\$0.00
POLICE BUILDING	1	4 yd	-T-----	\$0.00	\$0.00
POLICE STATION	1	8 yd	-T--F--	\$0.00	\$0.00
PUBLIC WORKS MAINT GARAGE	1	6 yd	-T-----	\$0.00	\$0.00
			TOTAL WEEKLY FEE	\$0.00	\$0.00

EXHIBIT B

PEORIA PUBLIC SCHOOLS BUILDINGS

Peoria Public Schools Buildings

LOCATION NAME	QTY	SIZE	SCHEDULE	WEEKLY WASTE FEE*
ADMINISTRATION BUILDING	1	4 yd	M-W-F--	\$25.95
BUS GARAGE- TRANSPORTATION BLDG	1	6 yd	-T--F--	\$25.19
CALVIN COOLIDGE MIDDLE SCHOOL	1	6 yd	M-W-F--	\$36.64
CHARLES A LINDBERGH MID.SCHOOL	1	6 yd	M-W-F--	\$36.64
CHARTER OAK PRIMARY SCHOOL	1	6 yd	M-W-F--	\$36.64
FRANKLIN PRIMARY SCHOOL	1	8 yd	M-W-F--	\$48.85
GLEN OAK COMM LEARNING CENTER	1	10 yd	M-W-F--	\$68.70
HARRISON SCHOOL	1	8 yd	MTWHF--	\$91.60
HINES PRIMARY SCHOOL	1	8 yd	M-W-F--	\$48.85
JAMIESON ACHIEVEMENT CENTER	1	4 yd	-T--F--	\$18.32
KELLAR PRIMARY SCHOOL	1	8 yd	M-W-F--	\$48.85
KNOXVILLE CENTER		8 yd	M-TH	\$18.32
LINCOLN MIDDLE SCHOOL	1	6 yd	MTW-F--	\$50.38
LINCOLN MIDDLE SCHOOL	1	6 yd	MT-HF--	\$50.38
MANUAL HIGH SCHOOL	1	6 yd	MTWHF--	\$64.12
MANUAL HIGH SCHOOL	1	2 yd	---H---	\$4.58
MANUAL HIGH SCHOOL	1	6 yd	MTWHF--	\$64.12
MANUAL HIGH SCHOOL	1	8 yd	T -F- MTWHF--	\$85.49
MARK W BILLS MIDDLE SCHOOL	1	6 yd	M--H---	\$25.19
NORTHMOOR PRIMARY SCHOOL	1	8 yd	-T--F--	\$33.59
PEORIA HIGH SCHOOL	1	10 yd	MTWHF--	\$114.50
PEORIA HIGH SCHOOL	1	8 yd 6 yd	M-H- MTWHF--	\$68.70
PEORIA HIGH NORTH	1	2 yd		Separately contracted to PAWW
PEORIA STADIUM* (See Landscape Waste price item below)	1	4 yd	---H---	\$9.16

LOCATION NAME	QTY	SIZE	SCHEDULE	WEEKLY WASTE FEE**
RICHWOODS HIGH SCHOOL	1	8 yd	MTWHF--	\$82.44
RICHWOODS HIGH SCHOOL	1	8 yd	M-H-- MTWHF--	\$82.44
RICHWOODS HIGH SCHOOL	1	8 yd	MTWHF--	\$82.44
ROLLING ACRES JR. ACADEMY	1	6 yd	M-W-F--	\$36.64
ROOSEVELT MAGNET SCHOOL	1	8 yd	M-W-F--	\$48.85
ROOSEVELT MAGNET SCHOOL	1	2 yd	M-W-F--	\$11.45
SHOP BUILDING-BLDGS & GROUNDS	1	6 yd	-T--F--	\$25.19
STERLING MIDDLE SCHOOL	1	6 yd	M-W-F--	\$36.64
THOMAS JEFFERSON PRIMARY SCHOOL	1	10 yd	M-W-F--	\$68.70
TREWYN SCHOOL	1	8 yd	MTWHF--	\$82.44
VALESKA HINTON EARLY CHILDHOOD	1	3 yd	MTWHF--	\$34.35
VALESKA HINTON EARLY CHILDHOOD	1	3 yd	MTWHF--	\$34.35
VON STEUBEN MIDDLE SCHOOL	1	6 yd	M-W-F--	\$36.64
WAREHOUSE TECH & LIBRARY	1	8 yd	---H---	\$18.32
WASHINGTON GIFTED SCHOOL	1	6 yd	-T--F--	\$25.19
WHITTIER PRIMARY SCHOOL	1	8 yd	-T--F--	\$33.59
WOODROW WILSON	1	6 yd	M-W-F--	\$36.64
WOODRUFF CAREER & TRAINING CNT	1	8 yd	M-W-F--	\$51.91
			TOTAL WEEKLY FEE	\$1,902.98

* Proposed Peoria Stadium Landscape Waste Collection Fee:

Units: Proposed \$ per year for 20 cubic yard roll off:

\$ 8,000 per year

EXHIBIT C
STACKED CONDOMINIUMS

Stacked Condominiums

LOCATION NAME	QTY	SIZE	SCHEDULE	WEEKLY WASTE FEE	WEEKLY RECYCLING FEE
401 WATER BUILDING	1	3 yd	M-W-F--	\$0.00	\$0.00
CHATEAU CHAMBARD CONDOS	1	2 yd	M---F--	\$0.00	\$0.00
CHATEAU RICHLIEU	1	2 yd	M--H---	\$0.00	\$0.00
CHATEAU TOURANINE	1	2 yd	-T--F--	\$0.00	\$0.00
FAIRWAY ESTATES CONDOS	1	3 yd	M--H---	\$0.00	\$0.00
FORREST RIDGE CONDO	1	6 yd	M--H---	\$0.00	\$0.00
GOLFSIDE (EAST) CONDO	1	2 yd	---H---	\$0.00	\$0.00
GOLFSIDE (WEST) CONDOS	1	2 yd	---H---	\$0.00	\$0.00
JUNCTION OAKS	1	2 yd	-T--F--	\$0.00	\$0.00
KELLOGG PARK CONDO	1	6 yd	M-W-FS-	\$0.00	\$0.00
MORNINGSIDE CONDOS	1	8 yd	M--H---	\$0.00	\$0.00
MT VERNON CONDOS	1	2 yd	---H---	\$0.00	\$0.00
NEW WORLD CONDOS	1	10 yd	M-W-F--	\$0.00	\$0.00
OAK CLIFF CONDO	1	2 yd	M-W-F--	\$0.00	\$0.00
OAK LANE ASSOC COOP	1	6 yd	---H---	\$0.00	\$0.00
PARK EDGE CONDO	1	2 yd	M--H---	\$0.00	\$0.00
SPRINGCREEK CONDO'S	1	2 yd	---H---	\$0.00	\$0.00
STERLING ARMS CONDO	1	2 yd	M-W-F--	\$0.00	\$0.00
TALL GRASS-WEAVER RIDGE	1	2 yd	M--H---	\$0.00	\$0.00
TIMBER RIDGE II CONDO	1	2 yd	-T-----	\$0.00	\$0.00
TWIN TOWERS	1	2 yd	M-W-F--	\$0.00	\$0.00
VERSAILLES CONDOS	1	2 yd	M-----	\$0.00	\$0.00
WILLOW HEIGHTS CONDO	1	2 yd	M---F--	\$0.00	\$0.00
WILLOW TREE CONDO	1	6 yd	M---F--	\$0.00	\$0.00
WILLOW WAY CONDO	1	6 yd	M--H---	\$0.00	\$0.00
WINDCHIME CONDOS	1	2 yd	M--H---	\$0.00	\$0.00
WITHERSHINE POINT CONDOS	1	2 yd	M---F--	\$0.00	\$0.00
WOODSIDE CREEK CONDO	1	3 yd	-T--F--	\$0.00	\$0.00
BENT GRASS CONDO	1	2 yd	---H---	\$0.00	\$0.00
		TOTAL WEEKLY FEE		\$0.00	\$0.00

EXHIBIT D
GUARANTY

GUARANTY

THIS GUARANTY ("Guaranty") is executed as of June 28, 2018 by Coulter Companies, Inc., an Illinois corporation (the "Guarantor") in favor of The City of Peoria, Illinois (the "City").

Recitals

WHEREAS, a certain wholly-owned subsidiary of Guarantor, namely, PDC Services, Inc., an Illinois corporation ("PDC") and the City have entered into a Solid Waste and Recycling Collection Services Agreement dated June 28, 2018 (the "Agreement"); and

WHEREAS, Guarantor agrees to guaranty the performance of PDC's obligations under the Agreement pursuant to the terms and conditions of this Guaranty.

Now, THEREFORE, the Guarantor, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby agree as follows:

1. Guaranty. Guarantor hereby irrevocably and unconditionally guarantees to the City the due and punctual payment and performance of PDC's obligations under the Agreement, subject to the rights and limitations set forth in the Agreement. Notwithstanding anything herein to the contrary, Guarantor's total liability under this Guaranty shall be limited to One Million Dollars (\$1,000,000.00).

2. Representations and Warranties. The Guarantor hereby represents and warrants to the City that the following statements contained in this Paragraph 2 are correct and complete as of the date of this Guaranty.

(i) The Guarantor is a corporation duly formed and validly existing under the laws of the State of Illinois, and has the requisite power and authority to make and perform this Guaranty.

(ii) This Guaranty has been duly authorized, executed and delivered by the Guarantor and such execution and delivery and the performance by the Guarantor of its obligations hereunder will not violate any applicable provision of law or any rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to the Guarantor nor conflict with or constitute a breach of or a default under the certificate of incorporation or bylaws of the Guarantor, and this Guaranty is a valid and binding obligation of the Guarantor enforceable in accordance with its terms.

3. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of the City against PDC with respect to such payment.

4. Notice. Any notice, request, instruction, correspondence or other document required to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Guarantor, addressed to:

Coulter Companies, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Royal J. Coulter
Telephone: 309-688-0760
Email: rcoulter@pdcare.com

With a copy to:

PDC Services, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Matthew R. Coulter
Telephone: 309-688-0760
Email: mcoulter@pdcare.com

Elias, Meginnes & Seghetti, P.C.
416 Main Street
Suite 1400
Peoria, Illinois 61602
Attention: Brian J. Meginnes
Telephone: 309-672-6363
Email: bmeginnes@emrslaw.com

If to the City, addressed to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Patrick Urich, City Manager
Email: purich@peoriagov.org

With a copy to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Scott Reeise, Director of Public Works
Email: Sreeise@peoriagov.org

With a copy to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Don Leist, Corporation Counsel
Email: dleist@peoriagov.org

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective five days after deposit with the United States postal service. Any supplementary or additional Notice given by electronic means shall be confirmed by commercially or judicially approved methods. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

5. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and the City and its successors and assigns. Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, and any such purported assignment without such written consent will be void.

6. Amendment and Waivers. No provision of the Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the City.

7. Remedies Cumulative. The rights, powers, remedies, and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law or any other agreement.

8. Governing Law and Jurisdiction. This Guaranty will be governed by and construed in accordance with the laws of the State of Illinois. Any and all litigation related to this Guaranty shall be brought in The State Court within the City of Peoria, State of Illinois.

9. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the City.

10. Incorporation of and Relation to Agreement. The terms and conditions of the Agreement, as amended, are by this reference incorporated herein. In the event the terms and conditions of this Guaranty conflict with the Agreement, the terms and conditions of this Guaranty shall govern.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

GUARANTOR

COULTER COMPANIES, INC.

By: Royal J. Coulter
Royal J. Coulter, President

EXHIBIT E
SECOND AMENDMENT TO LANDFILL AGREEMENT

SECOND AMENDMENT TO LANDFILL AGREEMENT

THIS SECOND AMENDMENT TO LANDFILL AGREEMENT ("Agreement") is made and effective June 30, 2018, by and among the COUNTY OF PEORIA, ILLINOIS, a body politic and corporate (the "County"), the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") (the County and the City shall be collectively referred to as the "Owners"), the JOINT CITY OF PEORIA-COUNTY OF PEORIA SOLID WASTE DISPOSAL FACILITY BOARD (the "Committee") and PEORIA CITY/COUNTY LANDFILL, INC., an Illinois corporation (the "Contractor").

RECITALS

WHEREAS, the Owners, the Committee and the Contractor entered into a certain Landfill Agreement effective December 11, 2009, as amended by First Amendment To Landfill Agreement effective May 10, 2012 (collectively the "Landfill Agreement");

WHEREAS, the Owners, the Committee and the Contractor desire to amend the Landfill 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 Owners, the Committee and the Contractor, intending to be legally bound, hereby amend the Landfill Agreement as follows:

1. Section 12.2 of the Landfill Agreement is deleted in its entirety and the following is substituted in lieu thereof:

12.2 SECOND INSTALLMENT PAYMENT

On or before July 1, 2018, the Contractor shall pay the sum of Four Hundred Fifty Thousand Dollars (\$450,000) to the County and the sum of Four Hundred Fifty Thousand Dollars (\$450,000) to the City, as partial reimbursement for the cost of acquiring the Expansion Area.

2. A new Section 34 is added to the Landfill Agreement as follows:

34. OPERATING HOURS

Notwithstanding anything to the contrary contained in the Landfill Agreement and the Contract Documents, it shall be the duty of the Contractor to allow continuous access to the Expansion Solid Waste Facility, with the exception of the Household Chemical Materials Facility, during the hours of 7:00 a.m. through 4:00 p.m., Monday through Friday,

and during the hours of 7:00 a.m. through 12:00 p.m., Saturday. The Household Chemical Materials Facility will be open and operating at a minimum during normal landfill operating hours on the first Saturday of every month, excluding holidays.

3. A new Section 35 is added to the Landfill Agreement as follows:

35. LANDSCAPE/WASTE COMPOSTING FACILITY


Notwithstanding anything to the contrary in the Landfill Agreement and the Contract Documents, Contractor, in its sole discretion, shall not be required to open and operate the Landscape/Waste Composting Facility at the Facility during the term of this Agreement. If Contractor does not open and operate the Landscape/Waste Composting Facility, then the City shall be relieved of its guarantee to transport its landscape waste volume to the Landscape/Waste Composting Facility for disposal during the term of this Agreement. If Contractor decides to open and operate the Landscape/Waste Composting Facility at the Facility during the term of this Agreement, Contractor, in its sole discretion, shall have the right to discontinue the operation of the Landscape/Waste Composting Facility at any time. If Contractor discontinues its operation of the Landscape/Waste Composting Facility after initially opening the facility, then the City shall be relieved of its guarantee to transport its landscape waste volume to the Landscape/Waste Composting Facility during the remaining term of this Agreement.


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

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

COUNTY OF PEORIA


CITY OF PEORIA

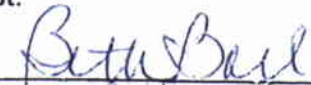
By: 
Its: County Administrator

By: 
Its: City Manager

Attest:

Attest:

By: 
Its: COUNTY CLERK

By: 
Its: CITY CLERK

JOINT CITY OF PEORIA-COUNTY OF
PEORIA SOLID WASTE DISPOSAL
FACILITY BOARD

By: *[Signature]*
Its: Chairman

PEORIA CITY/COUNTY LANDFILL,
INC.

By: *[Signature]*
Its: President

Attest:

By: *[Signature]*
Its: Vice President & COO