

**CONTRACT FOR VILLAGE OF DIAMOND
REFUSE, RECYCLING AND YARD WASTE
COLLECTION AND DISPOSAL**

This Refuse, Recycling and Yard Waste Collection and Disposal Contract ("CONTRACT") is made as of April 1, 2017 ("Effective Date") by and between the VILLAGE OF DIAMOND, an Illinois municipal corporation with offices at 1750 East Division Street, Diamond, Illinois 60416 ("VILLAGE") and I Corp., an Illinois corporation d/b/a Environmental Recycling and Disposal Services, Inc., with offices at 2277 Moen Avenue, Rockdale, Illinois 60436 ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE desires to enter into a contract with CONTRACTOR for refuse, recycling and yard waste collection and disposal within the VILLAGE; and

WHEREAS, CONTRACTOR desires to provide refuse, recycling and yard waste collection and disposal within the VILLAGE.

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

1. DEFINITIONS.

(a) REFUSE shall mean the day-to day accumulations of discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage", and all combustible and noncombustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters and vacuum cleaners. Christmas trees, wreaths, and other ornamental indoor plants are included in this definition. For the purposes of this CONTRACT, the terms REFUSE, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined.

(b) BULK ITEMS are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, sofas, tables, bookcases, fixtures, bicycles, swing sets and other furniture pieces. Bed frames will also be accepted provided that they are broken down into pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered as a single bulk item provided that it is cut and rolled into lengths of 4 feet and properly secured and tied and each bundle does not exceed 50 pounds in weight. This definition does not include "white goods" as defined by Illinois Administration Code Title 35, Section 875.101.

(c) YARD WASTE also known as "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branches, brush, vines, garden plants, and other similar organic materials as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod will be considered YARD WASTE provided that it is properly prepared under Section 4 of this CONTRACT. Whole trees, stumps, and branches that are greater than 4 inches in diameter are not included in this definition.

(d) WHITE GOODS are those items defined by Illinois Administration Code Title 35 Sec 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners and other commercial type appliances are not included in this definition and are not subject to collection under this CONTRACT.

(e) PROHIBITED ITEMS: The following items are not subject to collection under this CONTRACT: Automotive tires, broken concrete, building materials, rocks, soil, household hazardous wastes including but not limited to, explosives, paints, oils, solvents or other materials that may present a fire hazard, medical and biohazard wastes, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material in excess of one (1) cubic yard including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, any non-compactable item over 4 feet in length, and/or material(s) resulting from evictions. This definition shall also include electronic waste that is banned from deposit in landfills as a result of Public Act 95-0959-Electronic Products Recycling & Reuse Act, and any amendments, beginning January 1, 2012.

(f) UNIT as herein defined is limited to individual single-family residences, townhouses, duplexes, and all VILLAGE-owned properties within the VILLAGE limits of DIAMOND. Multifamily units such as condominiums and apartment buildings are not subject to collection under this CONTRACT unless specifically requested by the Village. Commercial and industrial units are not covered under this CONTRACT unless specifically requested by the VILLAGE. The VILLAGE shall have the discretion to include other types of residential units as deemed necessary or as it deems appropriate.

(g) RECYCLABLE MATERIAL: Materials to be discarded that may be commonly marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars, steel, aluminum and bi-metal food and beverage containers, paperboard milk, food and laundry refill cartons, drink boxes (aseptic packaging), polyethylene terephthalate (PET, plastic code #1), high density polyethylene (HDPE, plastic code #2), vinyl (V, plastic code #3), low density polyethylene (LDPE, plastic code #4), polypropylene (PP, plastic code #5), and other (plastic code #7) plastic food, beverage and household cleaning product containers, formed aluminum containers, trays and pans, clean aluminum foil, plastic beverage pack rings, empty paint and aerosol cans, old corrugated cardboard (OCC), dry and wet strength box board, white, colored,

computer and mixed office and school paper, and newsprint, Kraft paper bags, "junk mail", magazines, telephone directories, as well as any other materials designated or approved by the VILLAGE for recycling. A complete list of recyclables is listed in ATTACHMENT A.

2. REFUSE COLLECTION.

(a) CONTRACTOR shall, at its own expense, provide to each UNIT covered under this CONTRACT with one wheeled 95-gallon cart for placing REFUSE materials. Residents shall have the option to choose a 65-gallon cart. The CONTRACTOR shall own the carts and shall distribute and shall be responsible for the routine maintenance and repair of any cart that becomes damaged through normal wear and tear. The CONTRACTOR is not responsible for cleanliness or odors resulting from usage of the carts. The CONTRACTOR may reissue used carts that are in good condition to existing residents where the cart may need replacement. The CONTRACTOR will make available to the residents additional carts for rent for the purposes of disposing of REFUSE. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the residents that agree to rent the carts.

(b) The CONTRACTOR shall provide weekly collection of REFUSE for all occupied UNITS within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal must be placed in the provided cart. Additional REFUSE may be placed in covered cans or containers not to exceed thirty-three (33) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty-three (33) gallons in capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR). Such REFUSE service shall also include the collection and disposal of incidental quantities of not more than 1.0 cubic yards of construction and demolition waste provided the material is placed in containers of thirty-three (33) gallons or less and/or is properly bundled and the cans or bundles do not exceed fifty (50) pounds.

(c) WHITE GOODS AND BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this CONTRACT. The CONTRACTOR will make available the collection of one (1) Bulk Item and one (1) White Good per week from residential UNITS at no additional cost to the resident. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS and WHITE GOODS on an individual basis. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yards containers for this purpose.

(d) Spring Clean Up: CONTRACTOR shall provide for one (1) spring curbside Clean Up of additional BULK ITEMS and WHITE GOODS and up to four (4) automobile tires per UNIT on a date agreed upon by the VILLAGE and the CONTRACTOR. There shall be no additional charge to the residents for the Clean Up.

(e) The VILLAGE and CONTRACTOR agree that the pick-up of tires and construction or demolition debris in excess of 1.0 cubic yards are not part of the weekly collection service. Tires are defined as used or unwanted tires from automotive, truck or heavy equipment vehicles. Collection of tires and construction or demolition debris will be provided on an individual contract basis between the Contractor and resident.

3. RECYCLING COLLECTION.

(a) CONTRACTOR shall, at its own expense, provide to each UNIT covered under this CONTRACT with one wheeled 95-gallon cart for placing RECYCLABLE materials. Residents shall have the option to choose a 65-gallon cart. The CONTRACTOR shall own the carts and shall distribute and shall be responsible for the routine maintenance and repair of any cart that becomes damaged through normal wear and tear. The CONTRACTOR is not responsible for cleanliness or odors resulting from usage of the carts. The CONTRACTOR may reissue used carts that are in good condition to existing residents where the cart may need replacement. The CONTRACTOR will make available to the residents additional carts for rent or purchase for the purposes of disposing of RECYCLABLE. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the residents that agree to rent the carts.

(b) The CONTRACTOR shall provide weekly collection of RECYCLABLES for all occupied UNITS within the VILLAGE. All RECYCLABLES that it designated for collection and disposal must be placed in either the provided cart or a clearly marked container dedicated for the placement of RECYCLABLES that is less than thirty-three (33) gallons. Additional RECYCLABLES such as cardboard boxes should be broken down or folded and placed next to the RECYCLABLE container. The CONTRACTOR shall collect RECYCLABLES on the same day as REFUSE. Materials to be collected by CONTRACTOR include those listed on Attachment A.

(c) CONTRACTOR will make available educational materials to explain the recycling program, acceptable materials and procedures for the proper preparation of the materials to be recycled.

4. YARD WASTE COLLECTION.

(a) YARD WASTE, as herein defined, will be picked up once per week on the same day as the Refuse and Recycling from April 1st through November 30th each calendar year. All yard waste materials must be placed in "Kraft" paper bags or in ridged containers of no more than thirty-three (33) gallons in capacity. Residents using ridged containers will be required to properly identify those containers designated as having

yard waste material. The CONTRACTOR will make available “yard waste identification labels” to the residents for the purpose of properly identifying receptacles for yard waste removal at no additional charge. The CONTRACTOR will make available carts for rent for residents seeking additional carts. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the residents that agree to rent the carts.

(b) Branches and brush will also be collected provided the material is bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than four (4) inches in diameter. Each bundle must not weight more than 50 pounds. Yard waste placed in plastic bags will not be accepted.

(c) In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of yard waste.

(d) The CONTRACTOR, will provide collection of Christmas trees during the month of January of each year of the CONTRACT.

5. SERVICES PROVIDED TO THE VILLAGE.

(a) Commercial Services for Village Buildings. Refuse for collection and disposal hereunder that is located at VILLAGE owned properties will be collected via commercial containers disposed of once per week without charge to the VILLAGE. Additional special pickups requested by the VILLAGE at Village owned properties will be completed within twenty-four (24) hours of request without charge to the VILLAGE.

Village Properties

Refuse Collection

Village Hall	1750 E. Division St.	One (1) 95 gallon wheeled cart
Village Maintenance Dept.	210 N. Will Road	Two (2) 2 yard dumpsters
Village Maintenance Dept.	290 N. Tinman St.	One (1) 2 yard dumpster

Recycling Collection

Village Hall	1750 E. Division St.	One (1) 95 gallon wheeled cart
Village Maintenance Dept.	210 N. Will Road	One (1) 2 yard dumpster

(b) The VILLAGE at his own discretion may request up to ten (10) 95-gallon carts for Refuse or Recycling, four (4) port-o-lets, and three (3) 20 yard roll off dumpsters for special events or for other services. These services will be provided at no additional cost to the VILLAGE.

(c) The CONTRACTOR, at no additional cost to the VILLAGE, shall provide an annual Electronic Waste collection event. The event will take place at the Diamond Village Hall 1750 E. Division St. on a mutually agreed Saturday between 8:00am and noon. The CONTRACTOR and VILLAGE will both advertise and promote the annual event. The CONTRACTOR is responsible for the removal and recycling all electronics in accordance with the Illinois Electronic Products Recycling and Reuse Act ("ACT") (415 ILCS 150).

(d) Multi-Unit Buildings. The CONTRACTOR shall provide one (1) 2-yard dumpster (or equivalent service) to each multi-unit building covered under this CONTRACT for the purpose of providing weekly refuse collection. The CONTRACTOR shall own the dumpster and maintain the dumpster in good working order. The CONTRACTOR shall repair or replace any dumpster that becomes broken or damaged. The CONTRACTOR shall place the dumpster as directed by the property owner. The CONTRACTOR shall make available the collection of one (1) Bulk Item and one (1) White Good item per unit per week from multi-unit building Units at no additional cost to the property owner. Each apartment in a multi-unit building shall be considered a separate Unit for billing purposes. The following multi-unit buildings are covered under this CONTRACT:

1. 2536-2558 E. Clark Street
2. 2560-2586 E. Clark Street
3. 2537-2559 E. Stellon Street
4. 2561-2583 E. Stellon Street

(e) Commercial Buildings. The CONTRACTOR shall provide one wheeled 95-gallon cart to each commercial building covered under this CONTRACT for purposes of providing weekly refuse collection. The CONTRACTOR shall own the cart and maintain the cart in good working order. The commercial buildings shall be considered a Unit for billing purposes. The following commercial building is covered under this CONTRACT:

1. Broadway Dance Center, 120 S. Berta Drive

(f) Waste reports will be emailed to designated Village Officials when requested.

Refuse: A monthly report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same, and summaries of any problems encountered with program implementation.

Recycling: A monthly report on the status of the curbside recycling program, including the volume of recyclable materials collected and deposited at any and all material

processing facilities, and summaries of any problems encountered with program implementation.

Yard Waste: A monthly report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

Missed Pick-ups: A weekly report or email of all missed pickups and the reason refuse, recycling and/or yard waste was not collected, the dates and times of such complaints, and the corrective action taken by the CONTRACTOR with respect to each complaint.

Complaints: For any complaint forwarded by the VILLAGE to the CONTRACTOR, the CONTRACTOR shall provide a written report or email to the VILLAGE as to how the CONTRACTOR responded to the resident's complaint and the outcome.

(g) **Public Outreach.** The CONTRACTOR shall create, supply and maintain throughout the term of the CONTRACT an informational brochure to the VILLAGE for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the residential refuse, recycling and yard waste collection service. The CONTRACTOR and VILLAGE shall mutually agree upon the contents of the informational brochure.

Upon request of the VILLAGE, the CONTRACTOR shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the CONTRACT.

The VILLAGE retains the right to approve all materials to be delivered by the CONTRACTOR to VILLAGE residents including, but not limited to, door hangers, leaflets, fliers, etc.

(h) **Labor Strike, Lockouts or Labor Disputes.** In the event of a labor strike, lockout or labor dispute involving CONTRACTOR and its employees, CONTRACTOR shall use its best efforts to provide continuing service or alternate sites such as providing large dumpsters for Village residents to dispose of refuse. CONTRACTOR shall also notify VILLAGE in writing of any pending labor strike, lockout or labor dispute which CONTRACTOR reasonably believes may cause an interruption in service or may cause CONTRACTOR to be unable to perform its obligations hereunder and, in this event, CONTRACTOR shall immediately meet with the VILLAGE'S representatives to arrange for, at a minimum, alternate sites or, if reasonably possible, an alternate means for continuation of service. Payment of any additional costs and expenses incurred by CONTRACTOR to arrange for alternate sites or alternate means of continuation of service shall be the sole responsibility, cost and expense of CONTRACTOR.

(i) **Disaster.** In the event of a declaration of a disaster or any other exceptional emergency circumstance as determined by the VILLAGE through its Mayor, the

CONTRACTOR shall respond promptly with any required additional equipment and personnel needed as a result of the disaster. In the event that additional trucks, drivers, roll-off dumpsters or other equipment are needed, the CONTRACTOR will involve the VILLAGE in roll-off dumpster placement decisions, suspension of recycling or yard waste collection decisions and schedule adjustment decisions. The declaration of an emergency does not immediately result in disaster service procedures. The CONTRACTOR will discuss the needs and services with the VILLAGE while making a good faith effort to maintain the existing collection schedule for all service. The CONTRACTOR shall invoice the VILLAGE directly for all additional collection services.

6. COLLECTION SCHEDULE AND STANDARDS. The CONTRACTOR shall be responsible for program management according to specific operating and personnel standards:

(a) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup by the CONTRACTOR. The current collection day is Thursday. In the event that additional service days are required, the VILLAGE and the CONTRACTOR shall mutually agree on the new service days. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse on the following day. The CONTRACTOR currently observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) All refuse, recycling and yard waste placed out for collection by residents must be at the curb or alley by 6:30 a.m. on the designated collection day. Collection for refuse and recyclable materials shall be at a curb where possible and then the alley where one exists and is accessible for collection vehicles. Households are responsible for placing receptacles at the public street curb and easily accessible to the collector.

(c) The CONTRACTOR shall handle all carts, cans and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed.

(d) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or alley during the course of its work in a responsible manner for the general health and safety of the public.

(e) The CONTRACTOR shall maintain a telephone with a toll-free number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 7:30 a.m. to 4:30 p.m. The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for pickup. These numbers shall not be less than three (3) inches in height and must be clearly visible.

- (f) Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within one (1) business day after the complaint has been received.
- (g) To the extent permitted by law, the VILLAGE hereby covenants and agrees with the CONTRACTOR that during the lifetime of this CONTRACT the VILLAGE will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this CONTRACT.
- (h) The CONTRACTOR covenants and agrees that its interest in this CONTRACT may not be assigned or transferred in any manner without the written approval of the VILLAGE, which the VILLAGE shall not unreasonably withhold.
- (i) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of this CONTRACT. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE and its roads, alleys, and dwellings.
- (j) In the event that the CONTRACTOR fails to perform any of its obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE's attorney's fees and court costs.
- (k) The CONTRACTOR shall have available for use throughout the CONTRACT term, a sanitary landfill site or incinerator, a recycling facility, and compost and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all refuse, yard waste, and recyclables collected under the terms of this CONTRACT.
- (l) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not agent or employee of the VILLAGE.
- (m) In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. Non-containerized material that has not been set out in accordance with the Village of Diamond Code of Ordinances and set out procedures as defined herein may be subject to additional charges to be agreed upon by the CONTRACTOR and the VILLAGE.
- (n) The CONTRACTOR'S vehicles shall be operated in accordance with applicable laws of the State of Illinois and local ordinances. Service shall be provided as scheduled unless excused by the Village's Mayor.

(o) The CONTRACTOR shall employ only competent and trustworthy workers and supervisors. The CONTRACTOR'S employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The CONTRACTOR shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the CONTRACT.

(p) The CONTRACTOR shall have at least one field supervisor dedicated to overseeing the performance of the CONTRACTOR'S workers in the VILLAGE. The supervisor shall familiarize himself/herself with the VILLAGE and the services required under these specifications.

(q) The vehicles used for collection shall have a completely enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Illinois, Grundy and Will County, and the VILLAGE. If it is not possible to fully load the body and stay within the limits of the law, the CONTRACTOR will be required to reduce the loads in the body until they comply with the law. The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the CONTRACTOR'S name and each vehicle shall be assigned a number that is prominently painted on the vehicle.

(r) Sufficient equipment and personnel shall be furnished to make all collections completely within the scheduled collection day.

7. TERM. The CONTRACTOR shall provide all services for all occupied UNITS in the VILLAGE as provided for in this CONTRACT for the five (5) year period beginning April 1, 2017 and continuing through and including March 31, 2022. In the event the VILLAGE annexes additional property or territories surrounding the present VILLAGE limits, the UNITS in the annexed area will be added immediately to the CONTRACT. This CONTRACT may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after March 31, 2022.

8. UNITS. The Village will provide to the CONTRACTOR the total number of UNITS to be billed on a monthly basis. The UNIT count as of April 1, 2017, is approximately 838 UNITS. The VILLAGE will provide the CONTRACTOR with assistance in determining the total number of UNITS within the VILLAGE.

9. PAYMENTS

(a) The VILLAGE will provide the CONTRACTOR with the number of UNITS within the VILLAGE on a monthly basis for billing purposes. The CONTRACTOR will invoice the VILLAGE for all serviced UNITS within the VILLAGE on a monthly basis. Payment by the VILLAGE to the CONTRACTOR shall be made in the form of a check or money order.

(b) The per UNIT rate for the period of April 1, 2017, through March 31, 2022, will be as follows:

Contract Year	Monthly Unit Rate	Senior Monthly Unit Rate
April 1, 2017 - March 31, 2018	\$16.25	\$15.25
April 1, 2018 - March 31, 2019	\$17.06	\$16.06
April 1, 2019 - March 31, 2020	\$17.92	\$16.92
April 1, 2020 - March 31, 2021	\$18.81	\$17.81
April 1, 2021 - March 31, 2022	\$19.75	\$18.75

(c) Senior Citizens Discounts. VILLAGE residents that are at least 65-years of age or older may qualify for the Senior Monthly UNIT rate stated above. The VILLAGE will determine those residents that qualify for the senior rate and will notify the CONTRACTOR as to the number of UNITS that qualify for billing purposes. Seniors must demonstrate their status with the VILLAGE and the VILLAGE will verify the status of the residents.

(d) Government and Regulatory Fees. The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the Village's waste under this CONTRACT (the "Fees"). In the event of any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this CONTRACT, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE. In addition, in the event that changes to Federal or Illinois statutes or regulations require further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the parties agree to negotiate in good faith any such price increases. In the event of any increase for the above, the increase would take effect on a scheduled price increase date.

10. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers and employees, agents and volunteers from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the VILLAGE may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any person, or damage to or injury to real

estate or personal property, in any way resulting from, arising out of, or in connection with, or pursuant to this CONTRACT, caused by the acts, omissions or operations of the CONTRACTOR, its agents, employees, or any subcontractors in performance of the work to be conducted hereunder. The CONTRACTOR expressly understands and agrees that any performance bond or insurance coverage required by this CONTRACT, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to indemnify, keep and hold harmless and defend the VILLAGE, and to pay the VILLAGE'S expenses and damages as herein provided

11. INSURANCE.

(a) The CONTRACTOR shall obtain and maintain, at all times during the term of this CONTRACT or any extensions thereof, in its name, at its own expense, at least the following insurance coverage:

(i) Workers' Compensation and Occupational Disease Insurance - Statutory amounts for Illinois;

(ii) Vehicle Liability Insurance:

(1) Bodily injury, with limits of not less than \$3,000,000 each person and not less than \$5,000,000 per occurrence.

(2) Property damage, with limits of not less than \$3,000,000 per occurrence.

(iii) General Liability Insurance:

(1) Bodily injury, with limits of not less than \$3,000,000 per person and not less than \$5,000,000 per occurrence.

(2) Property damage, with limits of not less than \$3,000,000 for each incident and \$5,000,000 per occurrence.

(3) Contractual insurance - broad form, with limits of not less than \$3,000,000 each occurrence and no more than \$5,000,000 each occurrence.

(iv) Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.

(b) General Liability insurance policies. The CONTRACTOR shall furnish annually the VILLAGE with policy information which evidences compliance with the insurance requirements set forth herein, and with a certificate of insurance attesting to the required coverages for the full term of the CONTRACT, including the thirty (30) day notice

requirements, each year in which the CONTRACT is in effect. No work shall commence or proceed without said insurance coverages being in full force and effect.

(c) All such policies required herein except for Workers' Compensation and Occupational Disease insurance shall, by policy endorsement or blanket endorsement, name the VILLAGE and its officers, employees, agents, insures, representatives and volunteers as additional insureds.

(d) All insurance premiums shall be paid without cost to the VILLAGE. Said policies shall provide that they may not be cancelled, reduced or materially changed without thirty (30) days prior written notice to the VILLAGE. In the event of any cancellation or reduction, the CONTRACTOR is responsible for obtaining new insurance coverage. Such policies shall further provide that the insurer will notify the VILLAGE of the failure of CONTRACTOR to pay any premium when due and the VILLAGE may, but need not, pay such premium. Any such payment made by the VILLAGE will be reimbursed by the CONTRACTOR immediately upon demand.

(e) The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the CONTRACTOR under the terms of this CONTRACT. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which in its own judgment, may be necessary for its proper protection in the execution of the work.

12. PERFORMANCE BOND. The CONTRACTOR shall initially post and on each anniversary of the effective date of this CONTRACT, renew performance bonds with the VILLAGE which shall at all times be in the amount of \$100,000.00. Said bond shall be executed by and with a surety company acceptable to the VILLAGE and shall be subject to approval as to form and content by the Village Attorney.

13. DEFAULT. Failure of the CONTRACTOR to perform and comply with his obligations hereunder, or failure of CONTRACTOR in any way to perform his obligations with promptness, diligence, and in a workmanlike manner, or CONTRACTOR'S insolvency, shall constitute a default. In the event of a default, the VILLAGE shall send written notice of default to the CONTRACTOR in accordance with Section 14(a), specifying the nature of the default and the manner in which the CONTRACTOR has defaulted ("Notice of Default"). Upon receipt of the Notice of Default, if CONTRACTOR fails to cure the identified default within thirty (30) days, such failure shall constitute an "Event of Default." Following an Event of Default, the VILLAGE shall have the right to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the CONTRACT and the CONTRACTOR shall pay to the VILLAGE the amount by which the cost to complete and finish the

CONTRACTOR'S obligations exceeds the unpaid balance of the CONTRACT. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder. The VILLAGE, as its sole discretion, may excuse CONTRACTOR'S Event of Default if performance has commended to cure such default to the reasonable satisfaction of the VILLAGE within thirty (30) days of the receipt of the Notice of Default and CONTRACTOR continues diligently to pursue such cure.

14. GENERAL PROVISIONS.

(a) Notice. Any notice or communication required or permitted to be given under this CONTRACT shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this CONTRACT, notices shall be deemed received after the first to occur (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this CONTRACT shall have the right to change the address or the addressee, or both for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following address:

Village of Diamond
1750 East Division Street
Diamond, IL 60416
Attn: Village Clerk

Notices and communications to the CONTRACTOR shall be addressed to, and delivered at, the following address:

I Corp d/b/a Environmental
Recycling and Disposal Services, Inc.
2145 W. Moen Avenue
Rockdale, IL 60436
Attn: Municipal Marketing Manager

(b) Non-Waiver. The VILLAGE shall be under no obligation to exercise any of the rights granted to it in this CONTRACT. The failure of the VILLAGE to exercise at any time any right granted to the VILLAGE shall not be deemed or construed to be a waiver

of that right, nor shall the failure void or affect the VILLAGE'S right to enforce that right or any other right.

(c) Governing Law. This CONTRACT shall be governed by and enforced in accordance with the internal laws of the State of Illinois.

(d) Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this CONTRACT or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this CONTRACT and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purposes and intent of this CONTRACT to the greatest extent permitted by applicable law.

(e) Entire Agreement. This CONTRACT constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this CONTRACT.

(f) Amendments & Modifications. An amendment or modification to this CONTRACT shall be effective until it is reduced to writing or approved and executed by both Parties to this CONTRACT.

(g) Interpretation. This CONTRACT shall be construed without regard to the identity of the Party who drafted the various provisions of this CONTRACT. Moreover, each and every provision of this CONTRACT shall be construed as though all Parties to this CONTRACT participated equally in the drafting of this CONTRACT. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this CONTRACT.

(h) Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this CONTRACT on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this CONTRACT and to agree to the terms, provisions and conditions set forth in this CONTRACT.

(i) Counterparts. This CONTRACT may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date first above written.

VILLAGE OF DIAMOND,
a municipal corporation

I CORP, an Illinois corporation

By: [Signature]
Village Mayor

By: [Signature]
Vice President

Attest: [Signature]
Village Clerk

Attest: [Signature]
Secretary



ATTACHMENT A
ACCEPTABLE RECYCLES

Non-paper Items:

- Cloudy white HDPE (#2) plastic milk and water jugs
- Colored HDPE (#2) plastic blow molded containers
- PETE (#1) plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Aerosol cans
- Formed steel containers
- Aluminum cans
- Aseptic packaging and gable-top containers

Paper Items:

- Corrugated cardboard
- Chipboard (Paperboard)
- Newspaper (ONP)
- Magazines and catalogs (glossy and non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock