

**RESOLUTION 2019/2020 #23**

**A RESOLUTION AWARDED A CONTRACT AND AUTHORIZING THE  
ISSUANCE OF A NOTICE OF AWARD TO FLOOD BROTHERS DISPOSAL CO.  
FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE  
COMMENCING APRIL 2020 FOR THE TOWNSHIP OF SCHAUMBURG, ILLINOIS**

**PASSED BY THE TOWNSHIP BOARD  
THE 26<sup>TH</sup> DAY OF FEBRUARY 2020**

**RESOLUTION 2019/2020 #23**

**A RESOLUTION AWARDING A CONTRACT AND AUTHORIZING THE  
ISSUANCE OF A NOTICE OF AWARD TO FLOOD BROTHERS DISPOSAL CO.  
FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE  
COMMENCING APRIL 2020 FOR THE TOWNSHIP OF SCHAUMBURG, ILLINOIS**

**WHEREAS**, the Township of Schaumburg publicly advertised for sealed bids for residential refuse and recycling collections service commencing 2020 for the Township of Schaumburg, Illinois;

**WHEREAS**, bids were received, publicly opened, examined and declared at 11:00 a.m. on Friday, February 14, 2020; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder is Flood Brothers Disposal Co., of Oakbrook Terrace, Illinois.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Township of Schaumburg, Cook County, Illinois, as follows:

**Section 1:** The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2:** The Board of Trustees does hereby find Flood Brothers Disposal Co., of Oakbrook Terrace, Illinois, to be the lowest responsible bidder to provide for residential refuse and recycling collections service commencing April 2020 for the Township of Schaumburg, Illinois.

**Section 3:** The Township of Schaumburg does hereby determine that it is in the best interests of the Township and does hereby direct that a Notice of Award be issued to Flood Brothers Disposal Co., of Oakbrook Terrace, Illinois, to provide for residential refuse and recycling collections service commencing April 2020 for the Township of Schaumburg, Illinois, at the prices set forth in its Proposal subject to the furnishing of the proper certificate of insurance.

**Section 4:** The Township Supervisor is hereby authorized to execute and the Township Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as

Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to Flood Brothers Disposal Co., of Oakbrook Terrace, Illinois, the lowest responsible bidder, to provide for residential refuse and recycling collections service commencing April 2020 for the Township of Schaumburg, Illinois. The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Flood Brothers Disposal Co.

**Section 5:** Provided further that Flood Brother Disposal Co., returns to the Township of Schaumburg within ten (10) days of the receipt of the Notice of Award the executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance, then the Township Supervisor is authorized to execute and the Township Clerk to attest the contract in substantially the same form as attached hereto as Exhibit "B."

**Section 6:** This Resolution shall take effect upon its passage and approval in pamphlet form in accordance with law.

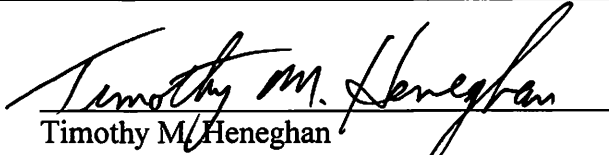
**ADOPTED** this 26<sup>th</sup> day of February 2020 pursuant to a roll call vote as follows:

**AYES:** 4

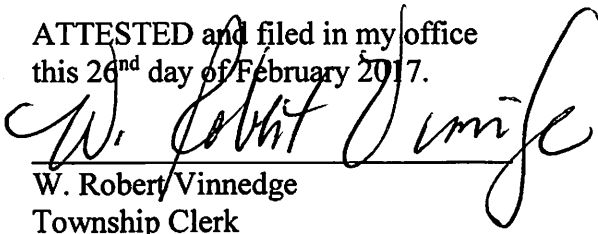
**NAYS:** 0

**ABSENT:** 1

**ABSTENTION:** 0

  
Timothy M. Heneghan  
Schaumburg Township Supervisor

ATTESTED and filed in my office  
this 26<sup>nd</sup> day of February 2017.

  
W. Robert Vinnedge  
Township Clerk

**EXHIBIT "A"**  
**NOTICE OF AWARD**

**TOWNSHIP OF SCHAUMBURG, ILLINOIS**  
**NOTICE OF AWARD**

TO: Flood Brothers Disposal Co.  
17W609 14<sup>th</sup> Street  
Oakbrook Terrace, Illinois 60181  
Attention: William K. Flood Jr., President

PROJECT DESCRIPTION: Township of Schaumburg, Illinois - Residential Refuse and Recycling Collections Service.

THE TOWNSHIP OF SCHAUMBURG ("Township") has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for the unit prices set forth in the proposal submitted by you in response to the Township's Request for Proposal, subject to the furnishing of the proper contract bonds and certificates of insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the Township will be entitled to consider all your rights arising out of the Township's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Township will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Township of Schaumburg, One Illinois Boulevard, Hoffman Estates, Illinois 60169.

Dated this 26<sup>th</sup> day of February 2020.

TOWNSHIP OF SCHAUMBURG, ILLINOIS

By: \_\_\_\_\_

*Timothy M. Heneghan*  
Timothy M. Heneghan  
Schaumburg Township Supervisor

ATTESTED and filed in my office,  
this 26<sup>th</sup> day of February 2020.

*W. Robert Vinnedge*  
\_\_\_\_\_  
W. Robert Vinnedge  
Township Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_, President

**EXHIBIT "B"**  
**CONTRACT**

(10/1/10)

**CONTRACT  
FOR  
TOWNSHIP OF SCHAUMBURG  
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE  
COMMENCING APRIL 2020**

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**CONTRACT  
FOR  
TOWNSHIP OF SCHAUMBURG  
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE**

**THIS AGREEMENT** ("Agreement") made and entered into this 26<sup>th</sup> day of February, 2020, by and between the Township of Schaumburg, a unit of local government, organized under the laws of the State of Illinois (hereinafter referred to as "Township") and Flood Brothers Disposal Co., a corporation, authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

**W I T N E S S E T H**

**WHEREAS**, the Township is expressly authorized the exercise of the powers herein, pursuant to the Township Code (60 ILCS 1/210-5 *et. seq.*), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes;

**WHEREAS**, the Township, desires to arrange for the disposal of solid waste and recyclables in the Township by utilizing the services rendered by the Contractor;

**WHEREAS**, the Contractor has submitted a proposal for the services desired by the Township; and

**WHEREAS**, the Contractor desires to collect the Township solid waste and recyclables as defined herein, and that it is the intent of the Township to authorize contractors to be the exclusive residential solid waste and recyclable hauler on behalf of the Township to collect waste from dwellings;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1.00 DEFINITIONS**

1.01 **RESIDENTIAL DWELLING:** Any single-family home or multifamily residential complex, or unit thereof, including, but not limited to, condominiums, townhouses and apartment complexes, having reasonable access to the curb of a street designed to withstand vehicles weighing in excess of 25 tons where for whatever reason refuse is to be collected.

1.02 **OWNER:** Any individual, corporation, partnership, or entity (such as a condominium association or homeowner's association) jointly and/or severally having ownership in a residential dwelling.

1.03 **REFUSE SERVICE:** Shall mean solid waste collection and disposal.

1.04 **RESIDENTIAL REFUSE & RECYCLING SERVICE:** As used herein shall include the collection and disposal of residential refuse and the collection and recycling of recyclable materials as defined herein from residential dwellings and from Township-owned or leased buildings located within the unincorporated limits of the Township. Such refuse service shall

include the collection and disposal of construction and demolition waste and major appliances as further specified herein. Such refuse service shall include landscape waste from April 1 until December 15 as further specified herein. Such refuse service shall include the collection of Christmas trees from Township-owned or leased properties as directed by the Township and Christmas trees from single-family homes during the first three weeks in January. (Multifamily dwellings are excluded from the collection of Christmas tree service.) All services shall be in compliance with the provisions and conditions set forth in these specifications and with the applicable laws and ordinances of the Township, the County of Cook, and the State of Illinois.

**1.05 RESIDENTIAL BACK DOOR SERVICE:** Refuse and recycling collection at the rear of a single-family home or at the garage or side door of multifamily units.

**1.06 RESIDENTIAL REFUSE:** Any solid waste generated in residential dwellings and in all Township-owned or leased buildings located within the unincorporated limits of the Township including, but not limited to, the following: kitchen waste (such as household food, animal food), general household trash (such as ashes, crates, wrapping materials, packaging materials, cloth materials, discarded toys, discarded clothing), furniture items (such as mattresses, box springs, sofas, chairs, tables, bookcases, fixtures), bicycles, sleds, swing sets, microwave ovens, appliances, and major appliances. This category also includes small amounts (less than two cubic yards) of earth, sod, rocks, debris from do-it-yourself projects, remodeling or construction if properly bundled or placed in acceptable containers.

**1.07 CONSTRUCTION AND DEMOLITION WASTE:** As used herein shall include waste material in excess of two cubic yards generated from residential dwellings located within the unincorporated limits of the Township, resulting from building construction, alteration, demolition or repair of residential dwellings, including, but not limited to, swing sets, basketball hoops, garage doors, landscape timbers, and patio doors. This category of waste may also include dirt from excavations, including earth, rocks, concrete, or refuse from remodeling or construction in or around a residential dwelling, if placed in an acceptable container as hereinafter referenced, an acceptable disposable container, or in securely tied bundles not exceeding 4 feet in length or 50 pounds in weight. Also included in this category of waste are branches not exceeding 5 inches in diameter and stumps of trees and shrubs.

**1.08 LANDSCAPE WASTE:** As used herein shall include waste material from indoor or outdoor vegetation and landscape areas of single-family homes and the grounds of all Township-owned or leased buildings located within the corporate limits of the township including leaves, grass clippings, weeds, small bushes, brush and branch clippings, when contained in landscape waste bags constructed of multi-layered biodegradable Kraft paper not to exceed 30 gallons in capacity or 50 pounds in weight when full, or when securely bound with string or twine in bundles not exceeding 4 feet in length. Landscape waste is excluded for multifamily dwellings.

**1.09 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 Township for recycling by a licensed refuse or recycling collector operating within the unincorporated area of the Township .

**1.10 MAJOR APPLIANCES OR WHITE GOODS:** As used herein shall include all refrigerators, ranges, water heaters, freezers, air conditioners, stoves, dehumidifiers, ovens, dishwashers, heat pumps, chillers, furnaces, boilers, clothes washers and dryers, water coolers, lawn rollers, and big screen television sets discarded from residential dwellings located within the unincorporated limits of the Township.

**1.11 REFUSE COLLECTOR:** Any firm or corporation engaged in the removal of refuse, including residential refuse, multifamily waste, commercial waste, industrial waste, construction and demolition waste, major appliances and landscape waste.

**1.12 AGREEMENT:** The words "Agreement" and "Contract" may be used interchangeably and refer to the terms and conditions defined or stated in these specifications and in any or all the Contract Documents referenced in the Specifications.

**1.13 CONTRACTOR:** The refuse collector engaged contractually by the Township and exclusively empowered to provide residential refuse services including recycling services, major appliance pick up, landscape waste pickup, and special collection of non-containerized materials.

**1.14 REDEFINITION:** The Township may from time to time redefine certain recyclable materials. The required recyclable materials and the manner in which they are collected and/or disposed of may be modified due to advances in technology, drastic market fluctuations or changes in federal, state or local regulations.

**1.15 TOWNSHIP:** Township of Schaumburg, a unit of government.

## **2.00 TERM OF CONTRACT**

**2.01 TERM:** The term of this Contract will be for 5 years commencing April 1, 2020 and terminating March 31, 2025, unless terminated earlier as herein provided. It is the intent of the Township to present an award recommendation to the Board of Trustees before the end of February, 2020. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein by April 1, 2020.

**2.02 EXCLUSIVE CONTRACT:** The Contractor shall have sole and exclusive franchise, license, and privilege to provide residential refuse service for the term herein provided subject to terminations herein provided.

**2.03 TERMINATION OF CONTRACT BY THE TOWNSHIP:** The Township reserves the right to terminate this Contract upon failure of the Contractor to perform the work as specified, to the satisfaction of the Township. If in the reasonable judgment of the Township, the Contractor has not corrected its performance to be in compliance with the Contract, the Township shall notify the Contractor and the Contractor's Surety in writing that the Contract shall be terminated in seven (7) days unless the Contractor corrects the non-performance to the satisfaction of the Township. The Township reserves all rights and legal remedies including the right to call upon

the performance bond submitted by the Contractor. The remedies used by the Township are cumulative and not exclusive. No waiver by the Township of a default of the Contractor under this Contract shall be construed as a waiver by the Township of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the refuse and recyclable materials covered by this Contract, constituting 10% or more of the total number of customers within the unincorporated area of the Township within a period of seven (7) consecutive days following written notice to the Contractor and the Contractor's Surety, the Township may at its option cause such refuse and recyclable material to be collected and disposed of by any means available to the Township; and any and all expense incurred by the Township thereby may be charged to the Contractor and against the Contractor's performance bond.

### **3.00 CONTRACTOR QUALIFICATIONS**

**3.01 MINIMUM EXPERIENCE:** The Contractor represents that it has a minimum of five (5) years' prior experience in rendering residential refuse service, comparable to that specified herein, in a municipality with a minimum population of 30,000 requiring weekly services; and it shall show evidence of adequate personnel to properly and satisfactorily discharge this contract.

**3.02 ACCESS TO LANDFILL:** The Contractor shall own, control, or have available for use throughout the contract term an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service thereof.

**3.03 ACCESS TO RECYCLABLE MATERIAL PROCESSING FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a recyclable material processing facility suitable for storing or processing the recyclable materials collected under the terms of this Contract and shall stipulate to the location and size thereof.

**3.04 ACCESS TO LANDSCAPE WASTE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a landscape waste management facility suitable for storing or processing the landscape waste collected under the terms of this Contract and shall stipulate to the location and size thereof.

**3.05 ACCESS TO MAJOR APPLIANCE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a major appliance management facility suitable for storing or processing the major appliances collected under the terms of this Contract and shall stipulate to the location and size thereof.

**3.06 ADEQUATE FINANCES:** The Contractor shall have the necessary financial stability to satisfy the terms of this Contract. Copies of the three (3) most recent contracts with municipalities, landfill or incinerator agreements, material processing and landscaping waste management facility agreements, two (2) years of financial statements and a list of all equipment to be used may be requested by the Township as evidence. If requested, Bidders must provide this information within three (3) days of the request.

**3.07 ADEQUATE ROLLING STOCK:** The Contractor shall have a sufficient number of enclosed, leak-proof, modern, packer-type trucks and open-body trucks or dump trucks to provide the disposal services under the terms of this Contract.

#### 4.00 ADDITIONAL CONTRACT PROVISIONS

4.01 RESIDENTIAL NOTIFICATION: The Contractor, at its own expense, shall notify all existing and new customers by first class mail, or by affixing notice to the front door, of their day of pickup and the established program guidelines in advance of the start up of the service herein described and of any changes in routes, pickup days, or collection programs during the duration of the Contract. The Contractor shall cooperate with the Township in advertising and promoting recycling, including the development, printing, and delivering by first class mail, a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers. Said brochure shall be edited and redistributed by first class mail prior to any rate increase that may be approved during the contract period.

4.02 WEEKLY SERVICE: The Contractor will furnish all necessary labor, material and equipment necessary to render regularly scheduled weekly residential refuse service for each residential dwelling in the unincorporated area of the Township as defined herein in accordance with a schedule to be submitted and approved by the Township. The Contractor shall perform all services in a neat, orderly and efficient manner using due care and diligence in the performance of all services on its part to be performed. The Contractor shall conduct refuse (including construction and demolition waste, landscape waste, and major appliances) and recyclable material pickup for each area on the same day. The Contractor will be limited to a maximum of three days per week for scheduling the services required in this specification. Landscape or yard waste shall be collected from April 1 through December 15 of each calendar year.

4.03 SCOPE OF SERVICES: *[Check the program selected]*

##### **Unlimited Program - including Yard Waste:**

##### **1. Unlimited Solid Waste Collection and Disposal**

This service shall include unlimited weekly curbside collection of household refuse, household construction and demolition debris, set out in either 32-gallon cans, bags, properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, all cans and bundles are to be a maximum weight of 50 pounds. This service shall allow for one miscellaneous or odd shaped item will also be accepted each week.

Service provided using large two-wheeled carts (95-gallon and 65-gallon) that are mechanically lifted by the contractor into its trucks included as a part of:

- ☒ the base service;
- ☐ as an optional service.

##### **2. Unlimited Recyclables Collection and Disposal**

This service shall include unlimited weekly curbside collection of recyclable materials that are commonly made up of the following materials:

**Paper goods** made up of newspapers, magazines, catalogs, telephone directories, junk mail, greeting cards, advertisements, post cards, stationery, notebook paper, cardboard and boxes as well as frozen food packaging.

**Plastic bottles and containers** made up of PET (#1) plastic bottles, plastic plates and trays, plastic flower pots and other (#1) non-bottle shaped containers, as well as HDPE (#2) plastic bottles consisting of laundry detergent, milk and water bottles, shampoo and personal care bottles, margarine tubs, baby wipe containers, plastic cups, and other #2 non-bottle shaped containers.

*No motor oil, anti-freeze, pool chemical or other hazardous waste containers are accepted, even if they are of the above-described materials.*

**Glass bottles and jars** made up of brown, green, blue and clear glass. No mirrors, drinking glasses, or window glass is accepted.

**Metal cans and containers** made up of aluminum cans, aluminum foil, aluminum baking trays/pie plates, steel or tin cans, and aerosol cans.

### 3. Unlimited Yard Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of yard waste put out properly prepared yard waste in biodegradable bags or 32-gallon containers labeled as "Yard Waste Only" or in properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, during the months of April through November. All bags, 32-gallon containers and bundles shall not exceed 50 pounds.

4.04 HOURS OF OPERATION: No collection of refuse or recyclable materials may be made before 7:00 AM.

4.05 HOLIDAYS: The Holidays to be observed by the Contractor are as follows:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

No pickup service will be rendered on such Holidays. Regular service shall resume the next workday. Refuse not picked up on said Holiday shall be picked up on the next workday.

4.06 RECEPTACLE LOCATION: Pickups for refuse and recyclable materials shall be at the curb within a reasonable distance of the residential dwelling to be served or, in the case of a Township building(s); pickups may be designated garbage enclosures.

4.07 REFUSE RECEPTACLES: There shall be no limit to the number of receptacles which the resident may place at the curb to be collected, and the Contractor shall collect all that is placed out for collection. Acceptable receptacles include, but are not limited to, weatherproof containers with tight-fitting lids and with handles (drums shall not be an acceptable container), plastic bags that meet the approval of the Township, and multi-layered biodegradable Kraft paper bags for landscape waste. No receptacle shall be greater than 33 gallons in capacity or fifty (50) pounds in weight when full and shall be watertight, securely fastened, and strong enough to resist punctures and tears when handled.

4.08 RECYCLABLE MATERIALS RECEPTACLES: All recyclable material shall be placed at the curb in containers that are durable and easily cleanable and are designed to allow rain to

drain from them. For the duration of this contract, a suitable recyclable materials container shall be provided by the Contractor at no charge for each single-family home and each multifamily unit of a multifamily residential dwelling requesting a container for any reason, according to a distribution procedure to be established by the Township. Additional or replacement containers shall be made available by the Contractor at a rate and distribution system to be agreed on by the Contractor and the Township.

**4.09 NON-CONTAINERIZED MATERIALS:** The Contractor will not be responsible for the collection of non-containerized material that has not been set out as defined herein, unless additional service is requested as defined in Section 4.10 of this specification.

**4.10 BACKDOOR SERVICE:** Any resident may notify the Contractor, in writing, that the resident chooses back door collection. In such cases the pickups for refuse and recyclable materials, for an additional fee listed on the bid sheet, shall be at the rear of a single-family home or at the garage or side door of a multifamily unit of a multifamily dwelling.

**4.11 ADDITIONAL SERVICES:** On request, the Contractor will provide services other than those herein described for all types of refuse material over and above the two-cubic-yard limit as defined herein including, without limitation, earth, sod, rocks, concrete, rubble and refuse from remodeling, construction and demolition, excavations and other materials, including swing sets, basketball hoops, garage doors, landscaping timbers, patio doors, (Excluded Waste (as defined below), dangerous or toxic materials, and large quantities of liquid requiring truck disposal equipment are valid exceptions.). The Contractor shall, upon request of the resident, furnish an estimate for the cost of removal of such materials prior to removal. In order to protect the public health, safety and welfare and at the request of the Township, the Contractor shall collect quantities of refuse and recyclable material left at the curb without proper preparation in unusual circumstances (e.g., evictions or "skip outs") and shall bill the property owner for the actual cost thereof. The Township agrees to assist the Contractor in identifying the property owner(s) for this purpose. The Contractor shall also offer the residents the opportunity to lease either a 65-gallon or 95-gallon toter cart at an additional monthly fee as herein set forth.

**4.12 AUTOMOTIVE, HOUSEHOLD BATTERY, AND LIGHT BULB DROP OFF SITE:** The Contractor shall establish and maintain a drop off facility within the borders of the Township for the collection of automotive, and household batteries and light bulbs.

**4.13 WORKMANLIKE PERFORMANCE:** The Contractor shall undertake to perform all services in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of the Contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall remove all refuse, bulk items and recyclables placed for collection and to be collected pursuant to the terms of this Agreement, including all spillage. The Contractor shall close all gates upon leaving and shall replace all lids after emptying containers. The Contractor shall not permit refuse or recycled materials to litter any premises in the process of making collection, nor allow any refuse to blow, fall, or spill from any vehicle used for collections and where appropriate, shall replace lids or covers on containers immediately after emptying. The Contractor shall repair or replace, at its expense, containers damaged as a result of its handling or misuse, reasonable wear and tear excepted.

**4.14 EMPLOYEE PERFORMANCE:** The Contractor shall furnish capable personnel in the performance of the services specified herein. In the event that any of the Contractor's personnel

is deemed by the Township to be unfit or unsuitable to perform the services under the Contract, the Contractor shall immediately remove such person from work within the unincorporated area and replace that person with a suitable and competent person at no expense to the Township.

**4.15 EMERGENCY PROVISIONS:** The Contractor agrees that should any emergency arise by reason of storms, tornadoes, cyclones or the like, which require additional hauling equipment and/or services by the Township, the Contractor shall use its reasonable efforts to provide additional equipment and/or services upon request, provided that the Contractor and the Township have agreed on the compensation to be paid to the Contractor for providing such additional equipment and/or services.

**4.16 REFUSE COLLECTION VEHICLES:** The Contractor agrees to collect all refuse during the regular weekly service in fully enclosed, leak-proof, modern, packer-type trucks. Equipment used for construction and demolition waste, major appliances, landscape waste, special pick-up service may be open-body trucks, dump trucks, and similar type equipment suitable for the required work.

**4.17 RECYCLABLE MATERIAL COLLECTION VEHICLES:** Equipment used for collecting recyclable material shall be designated specifically for such collection and shall not allow for contamination of the recyclable material after it has been collected.

**4.18 REFUSE DISPOSITION:** The Contractor will, on the day of collection, transport all refuse collected for disposal, and deposit same in an IEPA permitted sanitary landfill, transfer site, or incinerator, or processing facility in accordance with the laws of the State of Illinois.

**4.19 RECYCLABLE MATERIAL DISPOSITION:** The Contractor will, on the day of collection, transport all recyclable materials to a recyclable material processing facility where the intent shall be to reuse or recycle said materials. All material processing facilities that may receive recyclable material collected through the service herein described shall be approved by the Township.

**4.20 RIGHT OF INSPECTION:** The Contractor shall, upon reasonable notice, make accessible for inspection by the Township any landfills, incinerators, transfer stations, recycling facilities, landscape waste, or major appliance processing or management facilities which receive waste from the unincorporated area as a result of this contract.

**4.21 COMPLAINT RESPONSE:** The Contractor shall maintain an office telephone and/or available 1-800 # for the receipt of service calls or complaints and shall be available for such calls on all business days from 8:00 AM until 4:30 PM and between 8:00 AM and 12:00 PM on Saturdays. All complaints shall be given prompt, courteous attention. In the case of alleged missed collection, the Contractor shall investigate, and if such allegation is verified, collection shall be made within 24 hours after the complaint is received. The Contractor shall designate, in writing, the person to serve as agent for the Contractor and liaison to the Township.

**4.22 TEMPORARY DISRUPTION IN SERVICE:** Any failure or delay in performance due to contingencies beyond a party's reasonable control, including labor disputes, work stoppages, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. The Township reserves the right to take whatever actions the Township deems necessary to deal with any temporary disruption in services without voiding the contract or waiving any of the Townships rights. Temporary disruptions may include, but are not limited to, the above events, financial difficulties of the



Contractor resulting in its inability to provide services as set forth in this Agreement, equipment failures, landfill disputes and/or issues. The actions the Township may take include, but are not limited to, finding another provider to perform the services during the temporary dispute, or performing some or all of the services by whatever means available.

**4.23 NON-SEGREGATED FACILITIES.** The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed contractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed contractors or material suppliers who are contracting directly with Contractor, prior to the award of contracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

**4.24 PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT.** The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Township. The Contractor, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Township on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.

**4.25 SUBLETTING OF CONTRACT.** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Township. The Township may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor of liability under the Contract. All subcontracts shall be in writing and contain the required Equal Employment Opportunity provisions and labor compliance provisions. The Contractor shall permit Township representatives to examine the subcontracts upon notice. Any subcontractor that does not perform satisfactory work will be removed by the Contractor and the Contractor shall not employ the subcontractor for any further work under this Contract.

**4.26 CONTRACTOR RECORD RETENTION.** The Contractor and all subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the Township under the Contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the

Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and any subcontractors shall be available for review and audit by the Township. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Township to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Township to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Township for the recovery of any funds paid by the Township under this Contract or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Contract. The Contractor and all subcontractors shall include the requirements of this section in all subcontracts.

#### **5.00 COMPENSATION:**

5.01 CONTRACTOR'S COMPENSATION: The Contractor will be compensated for the Residential Refuse Service (as herein defined) rendered, based upon the following pricing as submitted by the Contractor's proposal. The Contractor will bill customers or Associations directly for services performed during the term of this contract, and the Contractor has the right to discontinue service to any customer or Association that is not paying the Contractor timely.

## 6.00 RESIDENTIAL REFUSE SERVICE

### 6.01 Service Type

Unlimited Program - including Yard Waste

### Quantity

Approx. 700 - residences  
individually billed.

### Cost to Residential Customer

## 6.02 Residential Refuse and Recycling Collection Service Franchise Cost

### A. Year Ending 3/31/2021

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$20.00 / month	x 12	\$240.00
Total for year ending 3/31/2021	\$240.00 (Total Annual Cost/ Residence)	x 700	\$168,000.00

### B. Year Ending 3/31/2022

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$20.36 / month	x 12	\$244.32
Total for year ending 3/31/2022	\$244.32 (Total Annual Cost/ Residence)	x 700	\$171,024.00

### C. Year Ending 3/31/2023

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$20.97 / month	x 12	\$251.64
Total for year ending 3/31/2023	\$251.64 (Total Annual Cost/ Residence)	x 700	\$176,148.00

D. Year Ending 3/31/2024

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$21.60 / month	x 12	\$259.20
			Total Annual Cost
Total for year ending 3/31/2024	\$259.20 (Total Annual Cost/ Residence)	x 700	\$181,440.00

E. Year Ending 3/31/2025

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$21.99 / month	x 12	\$263.88
Total for year ending 3/31/2025	\$263.88 (Total Annual Cost/ Residence)	x 700	\$184,716.00

6.03 Additional Costs:

		Unit Cost
1. Separate Collection for Major Appliances	Per Appliance	\$20.00
2. Non-Containerized Material Pickup 2yd.min.	Per Pickup	\$9.95
3. Additional Recyclable Material Container	Per Yard/Per Pickup	\$0.00 per cubic yard
4. Rental of a 65-Gallon Container	Per Month Each	\$1.25 per month plus one time \$0.00 Delivery Charge
5. Rental of a 95 Gallon Container	Per Month Each	\$1.25 per month plus one time \$0.00 Delivery Charge

7.00 INDEMNIFICATION:

7.01 INDEMNIFICATION: The Contractor hereby agrees to protect, defend, indemnify and save harmless the Township, its officers, agents, employees and elected officials against loss, damage, or expense from any suit, including reasonable attorneys' fees, claim, demand, judgment, or cause of action (collectively, "Losses") initiated by any person whatsoever, to the

extent arising or alleged to have arisen out of the Contractor's negligence, willful misconduct or breach of this Agreement.

The waste materials the Contractor collects pursuant to this Agreement shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). If Excluded Waste is discovered before the Contractor collects it, the Contractor may refuse to collect the entire container of waste. In such situations, the Contractor shall contact the Township and the Township shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. If any Excluded Waste is not discovered by the Contractor before it is collected, the Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all Applicable Laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Township shall provide all reasonable assistance to the Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by the Contractor in connection with such Excluded Waste. Subject to the Township's providing all such reasonable assistance to the Contractor, the Contractor shall release the Township from any liability for any such costs incurred by the Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Township.

#### **8.00 REPRESENTATIONS:**

8.01 The Contractor is not barred by law from submitting a proposal to the Township for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33 E-3 (Bid Rigging) or 720 ILCS 5/33 E-4 (Bid Rotating); and that

1. The Contractor is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1;
2. The Contractor provides a drug-free workplace pursuant 30 ILCS 580/1 *et seq.*
3. During the performance of this contract, the Contractor further agrees as follows:
  - A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
  - B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
  - D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - E. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contracts.
  - F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contracts.
- 4. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
  - 5. The Contractor is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

**9.00 Insurance:** The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Township and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Township will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. The Contractor will provide the Township with certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. The Comprehensive General Liability coverage shall show the Township as additional insured. All insurance noted below is primary and in no event will be considered contributory to

any insurance purchased by the Township. All insurance noted below will not be cancelled without first providing the Township thirty (30) days' advance written notice, via certified mail. In addition, the Contractor shall provide the Township, via certified mail, with a new certificate of insurance within seven (7) days of a reduction in insurance coverage provided, however, that insurance coverage may not be reduced below the limits set forth herein. The Township reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Township with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Township to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$10,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.

## **10.00 MISCELLANEOUS**

10.01 Notices. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

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

TOWNSHIP OF SCHAUMBURG  
One Illinois Boulevard  
Hoffman Estates, Illinois 60194  
Attention: Ms. Suzanne McVey, Township Administrator

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

FLOOD BROTHERS DISPOSAL CO.  
17W609 14<sup>th</sup> Street  
Oakbrook Terrace, Illinois 60181  
Attention: President

10.02 Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

10.03

1. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
2. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
3. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefor.
4. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
THE SIGNATURE PAGE FOLLOWS.]**



This Contract is executed that day and year first written above.

**Contractor: FLOOD BROTHERS DISPOSAL CO.**

**Township of Schaumburg**

By: \_\_\_\_\_  
Its duly authorized agent

By: Timothy M. Heneghan  
Timothy M. Heneghan, Township  
Supervisor

William K Flood Jr., President  
Print Name and Title

Attest: \_\_\_\_\_

Attest:

By: W. Robert Vinnedge  
W. Robert Vinnedge, Township Clerk

\_\_\_\_\_  
Signature

Robert P. Flood, Vice President  
Print Name and Title

17W609 14<sup>th</sup> Street  
Street Address

Oakbrook Terrace, IL 60181  
City, State, Zip Code

36-2704635  
Federal Employee Identification Number

630-261-0400  
Phone Number

630-261-0575  
Fax Number

BILL.FLOOD@FLOODBROTHERSDISPOSAL.COM  
E-Mail Address