

Mark J. Kimzey Writer's Direct Line: (312) 506-4461 Writer's E-Mail: mkimzey@airdowerwas.com

June 26, 2025

## VIA FEDERAL EXPRESS & ELECTRONIC MAIL

Tracking No.: 8823 3543 0980

William Flood, Jr., President
Flood Brothers Disposal/Recycling Services
17W609 14<sup>th</sup> Street
Oakbrook Terrace, IL 60181
Bill.Flood@Floodbrothersdisposal.com

Re: NOTICE TO PROCEED – Schaumburg Township Residential Refuse and Recycling Collections Service

Dear Mr. Flood:

I am the Township Attorney for Schaumburg Township (the "Township"). This letter shall serve as notice that the Township awarded the Contract for the above-referenced services to Flood Brothers Disposal/Recycling Services ("Contractor"), at its Board Meeting on June 25, 2025. A copy of the Contract is attached hereto. As you know, the Contract specifies that the services shall commence on July 1, 2025.

Please execute the Contract and return two (2) original copies to my attention within five (5) days of your receipt of this Notice to Proceed, together with the following documents:

- 1. Performance Bond, each in the amount of one hundred percent (100%) of the accepted bid sum, naming Schaumburg Township as obligee, in a form deemed acceptable to Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or an Irrevocable Letter of Credit in the amount of one hundred percent (100%) of the accepted bid sum, issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%), in a form deemed acceptable to Township; to guaranty the performance of Contractor's obligations under the Contract.
- 2. Additional insured endorsements naming Schaumburg Township and each of their respective officers, officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors, and assigns, as additional insureds under Comprehensive General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance Coverages, as required by the Contract Documents.

Mr. William Flood, Jr. June 26, 2025



If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

Mark J. Kimzey

MJK/ARP/ng

Page 2 of 2

ce: William Flood, Jr., Flood Brothers Disposal/Recycling Services (via U.S. Mail)
Patricia Gurrola, Flood Brothers Disposal/Recycling Services (via Electronic Mail)
Timothy Heneghan, Hanover Township (via Electronic Mail)

Mark J. Kimzey, Esq. (via Electronic Mail)

(If an individual)				
		Individual	's Name	
		Street Ad	dress	
		City	State	Zip Code
		Telephon	e Number	
(If a partnership)	Signature of Proposer:	A.		
		Partnersh	nip's Name	
		Street Ad	dress	
		City	State	Zip Code
		Telephon	e Number	
	Signature of General Partner:	<u> </u>		
(If a corporation)		Flood Brothers I	Disposal Co.	
		Corporat	e Name	
		17W609 14th S	treet	
		Street Add	dress	
		Oakbrook	Terrace, IL 60	
		City	State	Zip Code
		630-261-0400		
		Telephone	e Number	
	Name of President:	William K. Flood,	Jr.	
	Signature of President:	July (		
	Name of Secretary:	Robert P. Floor	i	
		22	4/2	
	Attest by Secretary:	1/20-1.	7/10/	

NO PROPOSAL – Keep our company on your Vendor List	Signature	
	Date	
NO PROPOSAL –	Signature	
Remove our company from your Vendor List		
	Date	
Note: Please feel free to attach further explana proposal.	tion if desired a	s to your reasons for not submitting a

Please complete this section only if the entity declines to submit a Proposal:

10.

11. If awarded the contract, as proposed, the entity submitting this Proposal agrees to execute and return the contract included in the Request for Proposals, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting this Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Flood Brothers Disposal Co.

By:

Its duly authorized agent

Township of Schaumburg

By:

Timothy M. Heneghan, Township Supervisor

Attest:

Print Name and Title

By: Kathleen Reed, Township Clerk

Signature

Print Name and Title

City, State, Zip Code

Federal Employee Identification Number

Street Address

Phone Number

Fax Number

E-Mail Address

as soon as practicable, but in no event greater than ten (10) days, after the occurrence of a Force Majeure Event, specifying the nature and extent of the Force Majeure Event and its anticipated duration, along with a written request specifying any proposed adjustment of the Contract Sum, including all supporting documentation of additional costs incurred as may be reasonably required by Owner. Except by written amendment to this Amendment pursuant to Section ???, the performance of Contractor's obligations shall not be suspended, the time for completion shall not be extended, and the Contract Sum shall not be adjusted, unless and until Contractor obtains a final, non-appealable order from a court of competent jurisdiction determining the existence and duration of a Force Majeure Event and the amount of any additional costs incurred by Contractor as a direct result thereof, if any. Contractor shall have an affirmative duty to use its best efforts to mitigate the effect of any Force Majeure Event on the progress of the Work and avoid or minimize delays and additional costs resulting therefrom, if any, and no extension of the Contract Time or adjustment of the Contract Sum shall be granted to the extent that Contractor breaches its duty to mitigate. The rates and charges set forth in this Agreement are fixed for the entire term and include all anticipated costs. The Contractor shall bear the full responsibility for any new or increased fee, surcharge, duty, tax, or other charge imposed by federal, State of Illinois, or local government agencies, regardless of the nature of the operations conducted under this Agreement. Such governmental impositions shall not result in adjustment to the agreed-upon rates or charges.

#### 10.04:

- 1. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. Notwithstanding any other provision of this Agreement, if any provisions of this Agreement, or the application of any provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to any other person or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 2. To the extent that any governing or applicable law imposes requirements that are inconsistent with the provisions, terms, and conditions of this Agreement, and such law have no restrictions on waiver, the Contractor waives the application of such laws and agrees that the terms of this Agreement shall govern the parties' relationship.
- 3. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
- 4. 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.
- 5. 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] [SIGNATURE PAGE FOLLOWS]

(If an individual)				
		Individual'	s Name	
		Street Add	Iress	
		City	State	Zip Code
		Telephone	Number	
(If a partnership)	Signature of Proposer:	_		
(ii a partitership)		Partnersh	ip's Name	
		Street Add	dress	
		City	State	Zip Code
		Telephone	e Number	
	Signature of General Partner:			
(If a corporation)		Flood Brothers D	isposal Co.	
		Corporate	Name	
		17W609 14th St		
		Street Add	ress	
			Terrace, IL 60	Zip Code
		City	State	Zip Code
		630-261-0400 Telephone	Number	
		William K. Flood, J		
	Name of President:	VVIIIam R. Flood, 5	1,	
	Signature of President:	July		
	Name of Secretary:	Robert P. Flood		_
	Attest by Secretary:	9 P.	floo)	/

10.	Please complete this section only if the	entity declines t	o submit a Proposal:
	PROPOSAL – o our company on your Vendor List	Signature	
		Date	
NO F	PROPOSAL –	Signature	
Rem	ove our company from your Vendor List		
		Date	
Note	: Please feel free to attach further explana osal.	ition if desired a	as to your reasons for not submitting a
11.		•	ting this Proposal agrees to execute and s, together with the required performance

bond, within ten (10) days after the contract has been mailed to the entity submitting this

Proposal.

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#### **RESOLUTION 2025-2026 #6**

# A RESOLUTION TO APPROVE THE AWARD OF THE CONTRACT FOR THE SCHAUMBURG TOWNSHIP RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE COMMENCING JULY 2025

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

SECTION ONE: AWARD. That the following total bid for the Schaumburg Township Residential Refuse and Recycling Collection Service (the "Service"), as more fully described in the below mentioned Agreement and the bid proposal attached hereto as "Exhibit A" and expressly incorporated herein, is hereby approved, and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

FLOOD BROS DISPOSAL CO. D/B/A FLOOD BROTHERS DISPOSAL / RECYCLING SERVICES (the "Contractor") for the Service commencing July 2025 for the cost per residential customer as follows:

Year 1 (ending 3/31/26):	\$21.99/month	\$263.88/year
Year 2 (ending 3/31/27):	\$22.65/month	\$271.80/year
Year 3 (ending 3/31/28):	\$23.33/month	\$279.95/year
Year 4 (ending 3/31/29):	\$24.03/month	\$288.35/year
Year 5 (ending 3/31/30):	\$24.93/month	\$299.16/year

SECTION TWO: APPROVAL. That the Schaumburg Township Resident Refuse and Recycling Collection Service Agreement (the "Agreement"), between Schaumburg Township and the Contractor for the Project Work, in the amount set forth above, a copy of which is attached hereto as "Exhibit B" and expressly incorporated herein by this reference, is hereby approved.

**SECTION THREE: AUTHORIZATION.** The Supervisor and Clerk of Schaumburg Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION FOUR: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FIVE:** REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:** 

AYES:

5

NAYS:

 $\bigcirc$ 

ABSENT:

PASSED:

June 25, 2025

APPROVED:

June 25, 2025

Timothy M. Heneghan, Supervisor

ATTEST:

Kathleen Reed, Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Schaumburg Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution 2025-2026 #6, enacted on June 25, 2025, and approved on June 25, 2025, as the same appears from the official records of the Schaumburg Township.

Kathleen Reed, Clerk

## Exhibit A

#### **RETURN TO TOWNSHIP**

## PROPOSAL FOR TOWNSHIP OF SCHAUMBURG RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE COMMENCING JULY 2025 PROPOSAL FORM

1. The Proposal of Flood Brothers Disposal Co.

(Contractor's Name)

for the Township of Schaumburg Residential Refuse and Recycling Collections Service Commencing July 2025 to be performed according to the specifications to which the undersigned agrees to accept as part of the contract.

- 2. The undersigned has, before submitting this Proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the service to be provided. By submitting this Proposal the undersigned conclusively assures and warrants to the Township of Schaumburg that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Proposals and agrees that the Township of Schaumburg will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.
- 3. A Proposal guaranty in the amount of 10% of the total amount of the Proposal in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the "Township of Schaumburg," an original or an Electronic Proposal Bond issued by a surety company which is satisfactory to the Township of Schaumburg and is qualified to do business in Illinois accompanies this Proposal.
- 4. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Proposal Bond or Proposal guaranty check shall be forfeited to the Township of Schaumburg.
- 5. An executed Contractor's Certification on the form provided herein accompanies this Proposal.
- 6. SCOPE OF SERVICES: [Check the program(s) proposed]

#### **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 which will also be accepted each week.

Service provio	led using large two-wheeled carts (95-gallon and 65-gallon) that are mechanically lifted by 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 properly prepared yard waste put out 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 October. All bags, 32-gallon containers and bundles shall not exceed 50 pounds.

- 7. The undersigned submits the following schedule of prices covering the work to be performed under this contract:
- 7.01 Service Type
  Unlimited Program including Yard Waste

Quantity
Approx. 700-residences
Individually billed.

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## **Cost to Residential Customer**

PLEASE SUBMIT PROPOSALS UNDER BOTH SECTIONS 7.02 (THREE-YEAR TERM) AND 7.03 (FIVE-YEAR TERM)

## 7.02 Residential Refuse and Recycling Collection Service Franchise Cost (3-year term)

## A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ 21.99 /month	x 12	\$ <u>263.88</u>
Total for year ending 3/31/2026	\$263.88 (Total Annual Cost/ Residence)	x 700	\$ <u>184,716.00</u>

## B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u>22.65</u> /month	x 12	\$ <u>271.80</u>
Total for year ending 3/31/2027	\$271.80 (Total Annual Cost/ Residence)	x 700	\$ <u>190,257.48</u>

## C. Year Ending 3/31/2028

Service Type Type text here	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>23.33</mark> /mo	nth x 12	\$ <u>279.95</u>
Total for year ending 3/31/2028	\$279.95 (Total Annual Cost/ Residence	x 700	\$ <u>195,965.20</u>

#### Residential Refuse and Recycling Collection Service Franchise Cost (5-year term) 7.03

#### A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u>21.99</u> /month	x 12	\$ <u>263.88</u>
Total for year ending 3/31/2026	\$ <sup>263.88</sup>	x 700	\$ 184,716.00
Total for year challing 5/5 1/2020	(Total Annual Cost/ Residence)	X /00	φ_131,113.00

## Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ 22.65 /month	x 12	\$ <u>271.80</u>
Total for year ending 3/31/2027	\$271.80 (Total Annual Cost/ Residence)	x 700	\$ <u>190,257.48</u>

## Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>23.33</mark> /month	x 12	\$ <u>279.95</u>
Total for year ending 3/31/2028	\$ 279.95 (Total Annual Cost/ Residence)	x 700	\$ <u>195,965.20</u>

## Year Ending 3/31/2029

Service Type	Cost/Month			Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>24.03</mark>	/month	x 12	\$ <mark>288.35</mark>
				Total Annual Cost

Total for year ending 3/31/2029 \$_288.35 (Total Annual Cost/ Residence)		\$ <u>201,844.16</u>
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#### E. Year Ending 3/31/2030

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u>24.93</u> /month	x 12	\$ <u>299.16</u>
Total for year ending 3/31/2030	\$299.16 (Total Annual Cost/ Residence)	x 700	\$ <u>209,413.32</u>

#### **Additional Costs:** 7.04

		Unit Cost
Separate Collection for Major Appliances	Per Appliance	\$ <u>25.00</u>
2. Non-Containerized Material Pickup 2yd.min.	Per Pickup	\$ <u>12.50</u>
3. Additional Recyclable Material Container	Per Yard/Per Pickup	\$ <u>0.00</u> per cubic yard
4. Rental of a 65-Gallon Container	Per Month	\$ <u>2.00</u> per month plus one
	Each	time
		\$ <u>10.00</u> Delivery Charge
5. Rental of a 95 Gallon Container	Per Month	\$per month plus one
	Each	time
		\$Delivery Charge

## **DETAIL EXCEPTION SHEET**

Exceptions: Any exception must be clearly noted on the Detail Exceptions Sheet(s). Failure to 8. do so may be reason for rejection of the proposal. It is not our intention to prohibit any potential Proposer from proposing by virtue of the specifications, but to describe the material(s) and service(s) actually required. The Township reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH PROPOSAL SHEET.

Proposer's exception	s are:		
NONE			

## **Cost to Residential Customer**

PLEASE SUBMIT PROPOSALS UNDER BOTH SECTIONS 7.02 (THREE-YEAR TERM) AND 7.03 (FIVE-YEAR TERM)

#### Residential Refuse and Recycling Collection Service Franchise Cost (3-year term) 7.02

#### Year Ending 3/31/2026 A.

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$_21.99/month	x 12	\$ <u>263.88</u>
Total for year ending 3/31/2026	\$ 263.88 (Total Annual Cost/ Residence)	x 700	\$ <u>184,716.00</u>

#### B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>22.65</mark> /mon	th x 12	\$ <u>271.80</u>
T. I. I. G. (2) (2) (2) (2)	a 271 80		100 257 49
Total for year ending 3/31/2027	\$271.80 (Total Annual Cost/ Residence)	x 700	\$ <u>190,257.48</u>

### Year Ending 3/31/2028

Service Type Type text here	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>23.33</mark> /month	x 12	\$ <u>279.95</u>
Total for year ending 3/31/2028	\$279.95 (Total Annual Cost/ Residence)	x 700	\$ <u>195,965.20</u>

The	e undersigned certifies that:
a.	The legal name and the business address of the undersigned are:  Flood Brothers Disposal Co.  17W609 14TH STREET  OAKBROOK TERRACE, IL 60181
b.	The undersigned is:
(1) (2) (3)	A Single Proprietorship A Partnership A Corporation Organized in the State of
(4)	Other Organization
C.	The name, title, and address of the owner, partners, or officers of the undersigned are:  William Flood, Jr President - 17W609 14th Street - Oakbrook Terrace, IL 60181  Kevin Flood - CEO - 17W609 14th Street - Oakbrook Terrace, IL 60181  Robert Flood - Vice President - 17W609 14th Street - Oakbrook Terrace, IL 60181
d.	The names and addresses of all other persons, both natural and corporate, having substantial interest in the undersigned and the nature of the interest (If none, so state):  William K. Flood, Sr. Revocable Trust
	Carole Flood Revocable Trust Robert Flood, William K. Flood, Jr., Brian J. Flood, Kevin P. Flood

10. Please complete this section only if the entity declines to submit a Proposal:

NO PROPOSAL –	Signature	
Keep our company on your Vendor List		
	Date	
NO PROPOSAL –	Signature	
Remove our company from your Vendor List		
	Date	

**Note:** Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

11. If awarded the contract, as proposed, the entity submitting this Proposal agrees to execute and return the contract included in the Request for Proposals, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting this Proposal.

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(If an individual)				
		Individual	's Name	
		Street Add	dress	
		City	State	Zip Code
		Telephone	e Number	
(If a partnership)	Signature of Proposer:			
		Partnersh	nip's Name	
		Street Ad	dress	
		City	State	Zip Code
		Telephon	e Number	
	Signature of General Partner:			
(If a corporation)		Flood Brothers [	Disposal Co.	
		Corporate	e Name	
		17W609 14th S	treet	
		Street Add	dress	
			Terrace, IL 60	
		City	State	Zip Code
		630-261-0400		
		Telephone		
	Name of President:	William K. Flood,	Jr.	
	Signature of President:	July		
	Name of Secretary:	Robert P. Flood		
	Attest by Secretary:	9 7.	floo)	<i></i>

10. Please complete this section only if the entity declines to submit a Proposal:

NO PROPOSAL – Keep our company on your Vendor List	Signature	
	Date	
NO PROPOSAL – Remove our company from your Vendor List	Signature	
	Date	

Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

11. If awarded the contract, as proposed, the entity submitting this Proposal agrees to execute and return the contract included in the Request for Proposals, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting this Proposal.

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## Exhibit B

## CONTRACT

## TOWNSHIP OF SCHAUMBURG RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE COMMENCING JULY 2025

**THIS AGREEMENT** ("Agreement") made and entered into this 25th day of June, 2025, 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 Bros Disposal Co. d/b/a Flood Brothers Disposal/Recycling Services, a corporation, authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

### WITNESSETH

**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, a copy of which is attached hereto as "Exhibit 1" and incorporated as though fully set forth herein by this reference; 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 terphthalate (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 INITIAL TERM:

The initial term of this Contract will be for 5 years commencing July 1, 2025 and terminating March 31, 2030, 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 June, 2025. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein by July 1, 2025.

- 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, as determined by the Township in its sole and absolute discretion, 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.

2.04 EXTENSTION OF AGREEMENT: At the end of any contract term, the Township reserves the right to extend this Agreement for a period of up to thirty (30) days for the purpose of arranging to place a new contract in effect.

2.05 NON-APPROPRIATION: The Township's funding of this Agreement shall be subject to annual appropriations. The Contractor acknowledges that the Township is a unit of local government, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future Township Boards to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Township Board fail to appropriate such funds, the Contractor shall be paid all dues and owing hereunder up until the actual day of termination.

#### 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. In addition to the brochure, the Contractor and Township agree to disseminate the recycling guidelines. At least once per year during the term of this Agreement, the Contractor and Township agree to publicize and/or distribute the recycling guidelines to the Customers to reinforce good recycling practices.

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:

### **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.

### 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 October. All bags, 32gallon 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

Fourth of July

Thanksgiving Day

Memorial Day

Labor 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.). For all residential Customers (whether or not subscribers for collection services), the Contractor shall collect, transport, and dispose of Christmas trees left curbside by any Customer between January 2 and January 25, at no cost to the Customer. One tree per home. No artificial trees, trees with ornaments or garland or trees that have been painted or otherwise will be collected. 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 65gallon 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 seg.). 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 seg.). 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: Quantity:
Unlimited Program - including Yard Waste Approx. 700 – residences individually billed.

6.02 The total cost per residential customer for the services and any and all additional costs related to the services shall be as set forth in the Contractor's proposal, a copy of which is attached hereto as "Exhibit 1" and incorporated as though fully set forth herein by this reference.

#### 7.00 INDEMNIFICATION:

7.01 INDEMNIFICATION: Contractor agrees, at its sole cost and expense, to unconditionally waive any and all rights of contributions against, and to indemnify and hold harmless and defend, Schaumburg Township, the Schaumburg Township Supervisor and Board of Trustees, and their respective former, current and future officers, trustees, agents, employees, representatives, attorneys, and insurers, and each of their respective successors in interest of any kind (the "Township Indemnitees") for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including, but not limited to, all liabilities, claims, suits, costs and expenses which the Township Indemnitees may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Township Indemnitees, or any of them, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this Agreement; (b) any actual or alleged act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Agreement; (c) the violation or alleged violation by Contractor, it employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release, or presence of contaminants (which shall include, but not be limited to, hazardous waste, hazardous substances, and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the performance (or failure to perform) of this Agreement including, without limitation, transportation and/or disposal of the Residential Materials and/or from or on the site(s) or facility(ies) utilized for disposal of the Residential Materials. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Township and Township Indemnitees shall have the right to determine the attorney(s) of its choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Township or Township Indemnitees, all at the Contractor's expense pursuant to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Agreement. Contractor's obligations under this Section shall not be limited in any way by: (a) any bond of insurance protection required under the Contract Documents or otherwise provided by Contractor; or (b) any limitation on the amount of type of damages, compensation, or benefits payable by or for Contractor or Contractor's Agents under any Workers' Compensation Act, Disability Benefit Act, or Employee Benefit Acts. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due hereunder, including any claim by any employee of Contractor or any Subcontractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq., or any other related law or judicial decisions, such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991).

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 may provide 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. The Township disclaims, and the Contractor hereby releases the Township from, any and all liability for costs incurred by the Contractor in connection with such Excluded Waste.

#### 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 seg.
  - 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. If contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. Any deductibles or self-insured retentions must be declared to Contractor. At the option of the Township, Contractor may be aske to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including but not limited to, investigations, claim administration, and defense expenses. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by the Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

- 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 nonowned 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. Melissa Williams, Township Administrator

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

FLOOD BROTHERS DISPOSAL CO. 17W609 14th St. Oak Brook Terrace, Illinois 60181 Attention: General Manager

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

10.03 Force Majeure: If Contractor shall be delayed in the Work by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions, change in Law or other causes beyond Contractor's control which make performance of its obligations impossible or illegal (a "Force Majeure Event"), the performance of Contractor's obligations shall be suspended for the duration of the Force Majeure Event, the time for completion shall be extended by a period equal to the duration of the Force Majeure Event. In the event of a Force Majeure Event, Contractor shall notify Owner in writing

as soon as practicable, but in no event greater than ten (10) days, after the occurrence of a Force Majeure Event, specifying the nature and extent of the Force Majeure Event and its anticipated duration, along with a written request specifying any proposed adjustment of the Contract Sum, including all supporting documentation of additional costs incurred as may be reasonably required by Owner. Except by written amendment to this Amendment pursuant to Section ???, the performance of Contractor's obligations shall not be suspended, the time for completion shall not be extended, and the Contract Sum shall not be adjusted, unless and until Contractor obtains a final, non-appealable order from a court of competent jurisdiction determining the existence and duration of a Force Majeure Event and the amount of any additional costs incurred by Contractor as a direct result thereof, if any. Contractor shall have an affirmative duty to use its best efforts to mitigate the effect of any Force Majeure Event on the progress of the Work and avoid or minimize delays and additional costs resulting therefrom, if any, and no extension of the Contract Time or adjustment of the Contract Sum shall be granted to the extent that Contractor breaches its duty to mitigate. The rates and charges set forth in this Agreement are fixed for the entire term and include all anticipated costs. The Contractor shall bear the full responsibility for any new or increased fee, surcharge, duty, tax, or other charge imposed by federal, State of Illinois, or local government agencies, regardless of the nature of the operations conducted under this Agreement. Such governmental impositions shall not result in adjustment to the agreed-upon rates or charges.

## 10.04:

- 1. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. Notwithstanding any other provision of this Agreement, if any provisions of this Agreement, or the application of any provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to any other person or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 2. To the extent that any governing or applicable law imposes requirements that are inconsistent with the provisions, terms, and conditions of this Agreement, and such law have no restrictions on waiver, the Contractor waives the application of such laws and agrees that the terms of this Agreement shall govern the parties' relationship.
- 3. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
- 4. 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.
- 5. 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] [SIGNATURE PAGE FOLLOWS]

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

Flood Brothers Disposal Co.	Township of Schaumburg
By: Its duly authorized agent	By: Timothy M. Heneghan, Township Supervisor
Print Name and Title  Attest:	Attest:  By:  Kathleen Reed, Township Clerk
Signature	
Print Name and Title	
Street Address	
City, State, Zip Code	
Federal Employee Identification Number	
Phone Number	
Fax Number	
E-Mail Address	

# Exhibit 1

## **RETURN TO TOWNSHIP**

## PROPOSAL FOR TOWNSHIP OF SCHAUMBURG RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE COMMENCING JULY 2025 PROPOSAL FORM

1. The Proposal of Flood Brothers Disposal Co.

(Contractor's Name)

for the Township of Schaumburg Residential Refuse and Recycling Collections Service Commencing July 2025 to be performed according to the specifications to which the undersigned agrees to accept as part of the contract.

- 2. The undersigned has, before submitting this Proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the service to be provided. By submitting this Proposal the undersigned conclusively assures and warrants to the Township of Schaumburg that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Proposals and agrees that the Township of Schaumburg will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.
- 3. A Proposal guaranty in the amount of 10% of the total amount of the Proposal in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the "Township of Schaumburg," an original or an Electronic Proposal Bond issued by a surety company which is satisfactory to the Township of Schaumburg and is qualified to do business in Illinois accompanies this Proposal.
- 4. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Proposal Bond or Proposal guaranty check shall be forfeited to the Township of Schaumburg.
- 5. An executed Contractor's Certification on the form provided herein accompanies this Proposal.
- 6. SCOPE OF SERVICES: [Check the program(s) proposed]

## **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 which will also be accepted each week.

Service provide the contractor	led using large two-wheeled carts (95-gallon and 65-gallon) that are mechanically lifted by into its trucks included as a part of:
$\bowtie$	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 properly prepared yard waste put out 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 October. All bags, 32-gallon containers and bundles shall not exceed 50 pounds.

- 7. The undersigned submits the following schedule of prices covering the work to be performed under this contract:
- 7.01 Service Type
  Unlimited Program including Yard Waste

**Quantity**Approx. 700-residences
Individually billed.

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# **Cost to Residential Customer**

PLEASE SUBMIT PROPOSALS UNDER BOTH SECTIONS 7.02 (THREE-YEAR TERM) AND 7.03 (FIVE-YEAR TERM)

# 7.02 Residential Refuse and Recycling Collection Service Franchise Cost (3-year term)

# A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ 21.99 /month	x 12	\$ <u>263.88</u>
Total for year ending 3/31/2026	\$263.88 (Total Annual Cost/ Residence)	x 700	\$ <u>184,716.00</u>

## B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u>22.65</u> /month	x 12	\$ <u>271.80</u>
Total for year ending 3/31/2027	\$271.80 (Total Annual Cost/ Residence)	x 700	\$ <u>190,257.48</u>

## C. Year Ending 3/31/2028

Service Type Type text here	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>23.33</mark> /mo	nth x 12	\$ <u>279.95</u>
Total for year ending 3/31/2028	\$279.95 (Total Annual Cost/ Residence	x 700	\$ <u>195,965.20</u>

### Residential Refuse and Recycling Collection Service Franchise Cost (5-year term) 7.03

#### A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u>21.99</u> /month	x 12	\$ <u>263.88</u>
Total for year ending 3/31/2026	\$ <sup>263.88</sup>	x 700	\$ 184,716.00
Total for year challing 5/5 1/2020	(Total Annual Cost/ Residence)	X /00	φ_131,113.00

## Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ 22.65 /month	x 12	\$ <u>271.80</u>
Total for year ending 3/31/2027	\$271.80 (Total Annual Cost/ Residence)	x 700	\$ <u>190,257.48</u>

## Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>23.33</mark> /month	x 12	\$ <u>279.95</u>
Total for year ending 3/31/2028	\$ 279.95 (Total Annual Cost/ Residence)	x 700	\$ <u>195,965.20</u>

# Year Ending 3/31/2029

Service Type	Cost/Month			Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>24.03</mark>	/month	x 12	\$ <mark>288.35</mark>
				Total Annual Cost

Total for year ending 3/31/2029 \$_288.35 (Total Annual Cost/ Residence)		\$ <u>201,844.16</u>
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#### E. Year Ending 3/31/2030

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u>24.93</u> /month	x 12	\$ <u>299.16</u>
Total for year ending 3/31/2030	\$299.16 (Total Annual Cost/ Residence)	x 700	\$ <u>209,413.32</u>

#### **Additional Costs:** 7.04

		Unit Cost
Separate Collection for Major Appliances	Per Appliance	\$ <u>25.00</u>
2. Non-Containerized Material Pickup 2yd.min.	Per Pickup	\$ <u>12.50</u>
3. Additional Recyclable Material Container	Per Yard/Per Pickup	\$ <u>0.00</u> per cubic yard
4. Rental of a 65-Gallon Container	Per Month	\$ <u>2.00</u> per month plus one
	Each	time
		\$_10.00_Delivery Charge
5. Rental of a 95 Gallon Container	Per Month	\$per month plus one
	Each	time
		\$Delivery Charge

## **DETAIL EXCEPTION SHEET**

Exceptions: Any exception must be clearly noted on the Detail Exceptions Sheet(s). Failure to 8. do so may be reason for rejection of the proposal. It is not our intention to prohibit any potential Proposer from proposing by virtue of the specifications, but to describe the material(s) and service(s) actually required. The Township reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH PROPOSAL SHEET.

Proposer's exceptions a	re:		
NONE			

## **Cost to Residential Customer**

PLEASE SUBMIT PROPOSALS UNDER BOTH SECTIONS 7.02 (THREE-YEAR TERM) AND 7.03 (FIVE-YEAR TERM)

#### Residential Refuse and Recycling Collection Service Franchise Cost (3-year term) 7.02

#### Year Ending 3/31/2026 A.

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$21.99 /month	x 12	\$ <u>263.88</u>
Total for year ending 3/31/2026	\$ 263.88 (Total Annual Cost/ Residence)	x 700	\$ <u>184,716.00</u>

#### B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>22.65</mark> /mon	th x 12	\$ <u>271.80</u>
T. I. I. G. (24.19007	a 271 80		100 257 49
Total for year ending 3/31/2027	\$271.80 (Total Annual Cost/ Residence)	x 700	\$ <u>190,257.48</u>

## Year Ending 3/31/2028

Service Type Type text here	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <mark>23.33</mark> /month	x 12	\$ <u>279.95</u>
Total for year ending 3/31/2028	\$279.95 (Total Annual Cost/ Residence)	x 700	\$ <u>195,965.20</u>

The	e undersigned certifies that:
a.	The legal name and the business address of the undersigned are:  Flood Brothers Disposal Co.  17W609 14TH STREET  OAKBROOK TERRACE, IL 60181
b.	The undersigned is:
(1) (2) (3)	A PartnershipA Corporation Organized in the State of Illinois
(4)	Other Organization
C.	The name, title, and address of the owner, partners, or officers of the undersigned are:  William Flood, Jr President - 17W609 14th Street - Oakbrook Terrace, IL 60181  Kevin Flood - CEO - 17W609 14th Street - Oakbrook Terrace, IL 60181  Robert Flood - Vice President - 17W609 14th Street - Oakbrook Terrace, IL 60181
d.	The names and addresses of all other persons, both natural and corporate, having substantial interest in the undersigned and the nature of the interest (If none, so state):  William K. Flood, Sr. Revocable Trust
	Carole Flood Revocable Trust Robert Flood, William K. Flood, Jr., Brian J. Flood, Kevin P. Flood

**10.** Please complete this section only if the entity declines to submit a Proposal:

NO PROPOSAL -	Signature	
Keep our company on your Vendor List		
	Date	
NO PROPOSAL –	Signature	
Remove our company from your Vendor List		
	Date	

**Note:** Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

11. If awarded the contract, as proposed, the entity submitting this Proposal agrees to execute and return the contract included in the Request for Proposals, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting this Proposal.

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(If an individual)				
		Individual	's Name	
		Street Add	dress	
		City	State	Zip Code
		Telephone	e Number	
(If a partnership)	Signature of Proposer:			
		Partnership's Name		
		Street Ad	dress	
		City	State	Zip Code
		Telephon	e Number	
	Signature of General Partner:			
(If a corporation)		Flood Brothers [	Disposal Co.	
		Corporate	e Name	
		17W609 14th S	treet	
		Street Add	dress	
			Terrace, IL 60	
		City	State	Zip Code
		630-261-0400		
		Telephone		
	Name of President:	William K. Flood,	Jr.	
	Signature of President:	July		
	Name of Secretary:	Robert P. Flood		
	Attest by Secretary:	9 J.	floo)	<i></i>

10. Please complete this section only if the entity declines to submit a Proposal:

NO PROPOSAL – Keep our company on your Vendor List	Signature	
	Date	
NO PROPOSAL – Remove our company from your Vendor List	Signature	
	Date	

Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

11. If awarded the contract, as proposed, the entity submitting this Proposal agrees to execute and return the contract included in the Request for Proposals, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting this Proposal.

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