

PUBLISHED IN PAMPHLET FORM THE FOLLOWING:

ORDINANCE 22-29

TITLED:

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT FOR RESIDENTIAL AND COMMERCIAL
COLLECTION, TRANSPORTATION AND DISPOSAL OF GENERAL
REFUSE AND LANDSCAPE WASTE AND THE COLLECTION,
TRANSPORTATION AND SALE OF RECYCLABLE MATERIAL IN THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

MICHAEL SHADLEY

CITY CLERCK

CITY OF OAKBROOK TERRACE

ORDINANCE NO. 22 - 29

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR RESIDENTIAL AND COMMERCIAL COLLECTION, TRANSPORTATION AND DISPOSAL OF GENERAL REFUSE AND LANDSCAPE WASTE AND THE COLLECTION, TRANSPORTATION AND SALE OF RECYCLABLE MATERIALS IN THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City is authorized by Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to make contracts for more than one year and not exceeding thirty years relating to the collection of garbage, refuse and ashes;

WHEREAS, the corporate authorities of the City entered into an Agreement for Residential and Commercial Collection, Transportation and Disposal of General Refuse and Landscape Waste and the Collection, Transportation and Sale of Recyclable Materials in the City of Oakbrook Terrace, Illinois, with Flood Bros Disposal Co. (the “2007 Agreement”) for the collection, transportation and disposal of general refuse and landscape waste and the collection, transportation and sale of recyclable materials in the City from September 1, 2007, to August 31, 2012;

WHEREAS, Section VII.C. of the 2007 Agreement granted the City an option to extend the Agreement for an additional five (5) years upon the same terms and conditions as set forth in the Agreement by providing Flood Bros Disposal Co. with written notice at least ninety (90) days prior to the expiration of the 2007 Agreement;

WHEREAS, pursuant to Section VII.C of the 2007 Agreement, the City extended the term of the 2007 Agreement for two (2) additional five (5) years from September 1, 2012, to August 31, 2017, and from September 1, 2017, to August 31, 2022;

WHEREAS, the City has negotiated satisfactory terms for a new agreement with Flood Bros. Disposal Co. for residential and commercial collection, transportation and disposal of general refuse and landscape waste and the collection, transportation and sale of recyclable materials, and

WHEREAS, in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and enter into an Agreement for Residential and Commercial Collection, Transportation and Disposal of General Refuse and Landscape Waste and the Collection, Transportation and Sale of Recyclable Materials in the City of Oakbrook Terrace, Illinois, with Flood Bros Disposal Co. (the “2022 Agreement”);

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the city council of the City of Oakbrook Terrace, DuPage County, Illinois:

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

Section 2: It is hereby determined that, in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and enter into the 2022 Agreement.

Section 3: The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest the 2022 Agreement, which is attached hereto marked as Exhibit "A" and made a part hereof.

Section 4: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

Section 5: This ordinance shall be in full force and effect upon its passage and approval by a vote of two-thirds (2/3) of the members of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 13th day of September 2022, pursuant to a roll call vote as follows:

AYES: Barbari, Beckwith, Greco, Rada, Vlach

NAYES: None

ABSENT: Fitzgerald

ABSTENTION: None

APPROVED by me this 13th day of September 2022.



Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 13th day of September 2022.



Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

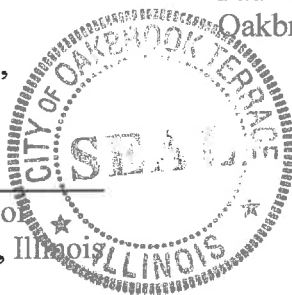


Exhibit "A"

Agreement for Residential and Commercial Collection, Transportation and Disposal of General Refuse and Landscape Waste and the Collection, Transportation and Sale of Recyclable Materials in the City of Oakbrook Terrace, Illinois – 2022

**AGREEMENT FOR RESIDENTIAL AND COMMERCIAL COLLECTION,
TRANSPORTATION AND DISPOSAL OF GENERAL REFUSE AND LANDSCAPE
WASTE AND THE COLLECTION, TRANSPORTATION AND SALE OF
RECYCLABLE MATERIALS IN THE CITY OF OAKBROOK TERRACE, ILLINOIS**

THIS AGREEMENT (“AGREEMENT”) is made and entered into as of this 23rd day of August 2022, by and between the **CITY OF OAKBROOK TERRACE**, an Illinois municipal corporation, (hereinafter referred to as the “**CITY**”) and **FLOOD BROS. DISPOSAL CO.**, an Illinois corporation (hereinafter referred to as the “**CONTRACTOR**”):

RECITALS

WHEREAS, the **CITY** is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the **CITY** has determined to provide for the method or methods of collection, transportation and disposal of **GENERAL REFUSE** and **LANDSCAPE WASTE** and the collection, transportation and sale of **RECYCLABLE MATERIALS** located within its boundaries, to provide that the method chosen may be the exclusive method to be used within its boundaries, and to impose on its residents and commercial entities rates and charges relating to such services;

WHEREAS, the **CITY** has determined that it is in the best interests of its residents and commercial entities to contract with a single waste hauler for the collection, transportation and disposal of **GENERAL REFUSE** and **LANDSCAPE WASTE** and the collection, transportation and sale of **RECYCLABLE MATERIALS** at a facility or facilities provided by the **CONTRACTOR**;

WHEREAS, the **CITY** has heretofore contracted with the **CONTRACTOR** for services including collection, transportation and disposal of **GENERAL REFUSE** and **LANDSCAPE WASTE** and the collection, transportation and sale of **RECYCLABLE MATERIALS** in the **CITY**; and

WHEREAS, the **CITY** has determined that this award of a franchise to the **CONTRACTOR** as set out in this **AGREEMENT** is in the best interest of, and most favorable to, the **CITY**;

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GRANT OF FRANCHISE

- A. To the extent allowed by applicable law, the **CITY** hereby grants to the **CONTRACTOR** the exclusive right, privilege, license and franchise for the collection, transportation and disposal of **GENERAL REFUSE** and

LANDSCAPE WASTE; all within the corporate limits of the CITY, for a term to begin on September 1, 2022, and continue through August 31, 2029, unless and until cancelled or terminated prior to August 31, 2029, as otherwise provided herein.

- B. The CITY hereby grants the CONTRACTOR the right, privilege, license and franchise for the collection, transportation and sale of RECYCLABLE MATERIALS in the CITY for the same term as stated in A. above.
- C. The CONTRACTOR agrees to furnish all labor, material and equipment necessary for the collection, transportation and disposal of GENERAL REFUSE and LANDSCAPE WASTE and the collection, transportation and sale of RECYCLABLE MATERIALS in the CITY.

II. DEFINITIONS

For purposes of this AGREEMENT, the following definitions shall apply:

- A. "AGREEMENT" shall mean and refer to this contract.
- B. "BULK ITEMS" shall mean items of GENERAL REFUSE that cannot be reduced to fit into a 65-gallon or 35-gallon wheeled container, such as discarded furniture, fixtures, household appliances of all kinds, including WHITE GOODS, and small amounts of construction debris, which can be loaded into standard refuse collection equipment without assistance and which would be accepted by the disposal site to which it is transported.
- C. "C.O.D ACCOUNTS" shall mean customers that are not regularly billed by the CONTRACTOR for services hereunder but who request ROLL-OFF service by the CONTRACTOR.
- D. "COMMERCIAL SERVICE ACCOUNT" shall mean business establishments, religious and civic organizations, construction work sites, and industrial establishments.
- E. "CONDOMINIUM PROJECT" shall mean and refer to any multiple-family building or property that has been submitted to the Condominium Property Act (765 ILCS605/1, *et seq.*).
- F. "GENERAL REFUSE" (also known as "Solid Waste") shall mean and refer to all Solid Waste, as defined by Section 3.53 of the Illinois Environmental Protection Act (415 ILCS 5/3.53), which is not hazardous, and other discarded or abandoned material including, without limitation, garbage, rubbish, BULK ITEMS and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by RESIDENTIAL UNITS, COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS. GENERAL REFUSE shall not include HAZARDOUS WASTE, RECYCLABLE MATERIALS or LANDSCAPE WASTE.

- G. "HAZARDOUS WASTE" shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to federal statute 42 USC §6921 and rules and regulations promulgated pursuant thereto or other applicable laws, ordinances or regulations.
- H. "LANDSCAPE WASTE" shall mean all accumulations of grass or shrubbery cuttings, leaves, tree limbs, trees and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, which are generated by a RESIDENTIAL UNIT, CONDOMINIUM PROJECT, COMMERCIAL SERVICE ACCOUNT OR MULTIPLE-FAMILY ACCOUNT. Sod, dirt, Christmas trees and greenery from wreaths and garlands shall not be considered LANDSCAPE WASTE and shall be disposed of as GENERAL REFUSE, unless a composting facility is open and will accept it.
- I. "MULTIPLE-FAMILY ACCOUNT" (or "MULTI-FAMILY ACCOUNT") shall include only a multiple-family building containing more than four (4) units that is not a CONDOMINIUM PROJECT, where each individual unit does not have a separate collection point.
- J. "RECYCLABLE MATERIALS" shall mean the items set forth in Paragraph III.B.1 of this AGREEMENT, or other items added to that list by amendment to this AGREEMENT, which are specifically set aside from other GENERAL REFUSE for the purpose of recycling.
- K. "REFUSE STICKER" shall mean a label, which shall be provided by the CONTRACTOR and sold in locations as agreed between the CITY and the CONTRACTOR at a cost of Two Dollars (\$2.00) and which, after the AMNESTY PERIOD, shall be affixed to any GENERAL REFUSE, other than BULK ITEMS and SPECIAL PICK-UPS, that is in excess of that contained in the closed, wheeled 65-gallon or 35-gallon GENERAL REFUSE container to be supplied by the CONTRACTOR pursuant to this AGREEMENT.
- L. "RESIDENTIAL SERVICE" shall mean the collection of Solid Waste at all single-family attached and detached dwellings and all CONDOMINIUM PROJECTS.
- M. "ROLL-OFF" shall mean a ten- (10-) to fifty- (50-) cubic-yard container with an open top for collection of large amounts of GENERAL REFUSE, SPECIAL PICK-UPS and WASTE EXCLUSIONS from a RESIDENTIAL UNIT, or MULTI-FAMILY and COMMERCIAL ACCOUNTS.

- N. "RESIDENTIAL UNIT" shall mean each single-family residential dwelling in the CITY, whether detached or attached, and each unit included in a CONDOMINIUM PROJECT.
- O. "SPECIAL PICK-UP" shall mean collection of drywall, plywood, paneling, carpeting, disassembled kitchen and bathroom fixtures, sod, clay, sand, stone, concrete, rocks, or any other loose small items or construction materials or LANDSCAPE WASTE that are not suitable for placement in containers, and that exceed fifty (50) pounds in weight, or that are in bundles exceeding four feet (4') in length and two feet (2') in diameter or fifty (50) pounds in weight.
- P. "WASTE EXCLUSIONS" shall mean materials that will not be collected, including earth, sod, rocks, concrete, refuse from remodeling or construction of homes, and trees or parts thereof (with the exception of small branches 6" or less in diameter). However, this does not exclude small amounts of earth and sod when placed in proper disposable containers.
- Q. "WHITE GOODS" shall mean appliances such as stoves, refrigerators, washers, dryers, water heaters, furnaces, air conditioners, freezers, dehumidifiers and any other item defined as such by state statute (415 ILCS 5/1, *et seq.*)

III. CONTRACTOR'S COLLECTION SERVICES

A. GENERAL REFUSE Collection Service

1. The CONTRACTOR shall provide regular collection service once each week to each RESIDENTIAL UNIT.
2. The CONTRACTOR shall collect GENERAL REFUSE from all single-family dwellings, attached or detached at no cost to the customer, and transport such GENERAL REFUSE to a facility designated by the CONTRACTOR, when such GENERAL REFUSE is placed in a closed, wheeled, 65-gallon or 35-gallon container, as purchased, supplied and delivered by the CONTRACTOR, as long as such container is placed in the vicinity of the edge of the street pavement or concrete shoulder line. Each single-family dwelling, attached or detached, will be supplied with either a wheeled 65-gallon or a 35-gallon container, and the size supplied will be at the resident's option, in a color agreed to by the CITY and CONTRACTOR, as pictured in Exhibit "A" of this AGREEMENT, at no cost to the resident. Such container shall include the CITY'S logo and shall designate the container for GENERAL REFUSE only, as pictured in Exhibit "B" of this AGREEMENT. In addition, the CONTRACTOR shall provide for the removal of refuse in other types of containers placed in the vicinity of the edge of the street pavement or concrete shoulder line according to the provisions of Paragraphs 18 and 19 below.

3. No GENERAL REFUSE is to be brought from outside the CITY limits, whether by the CONTRACTOR or the customers, for disposal within the CITY.
4. At least once per week, GENERAL REFUSE shall also be collected and transported from every CONDOMINIUM PROJECT at no cost to the residents, and from every COMMERCIAL SERVICE ACCOUNT, MULTIPLE-FAMILY ACCOUNT and any other establishment that requires this service hereunder, at the rates provided for in Exhibit C of this AGREEMENT.
5. Unless a refuse sticker is clearly affixed on a container not provided by the CONTRACTOR as described in Paragraph 19 below, the CONTRACTOR shall not be responsible for collecting WASTE EXCLUSIONS or GENERAL REFUSE that is placed in any container of any type other than the container provided by the CONTRACTOR. The CONTRACTOR shall not be responsible for pick-up of loose GENERAL REFUSE unless it is considered a BULK ITEM or if a SPECIAL PICK-UP is ordered, except the CONTRACTOR shall be responsible for the pick-up of loose materials not in a container, if the negligence of the CONTRACTOR was the cause for the separation of such loose GENERAL REFUSE from the container, and the CONTRACTOR shall also be responsible for the pick-up of GENERAL REFUSE within ten feet (10') of a container that may have become separated from such container by intervening circumstances including weather conditions, vandalism, wildlife or the like.
6. The CONTRACTOR is responsible for completely emptying all containers or bins and returning them to the edge of the street pavement or concrete shoulder line in a neat and orderly fashion. Furthermore, empty containers or bins shall be returned in an upright position, and in a group. The CONTRACTOR understands and agrees that these are very important service delivery standards for the CITY.
7. Except when a refuse sticker is required, there shall be no cost, to RESIDENTIAL UNITS, whether single-family detached or attached dwellings or CONDOMINIUM PROJECTS, for the collection, transportation and disposal of GENERAL REFUSE for the entire length of this AGREEMENT, except as established in Exhibit "D." The cost for collection, transportation and disposal of GENERAL REFUSE for COMMERCIAL SERVICE ACCOUNTS AND MULTIPLE-FAMILY ACCOUNTS shall be as set forth in Exhibit "C" of this AGREEMENT.
8. The CONTRACTOR shall also be responsible for pickup of WHITE GOODS and BULK ITEMS from single-family dwellings, attached or detached, at no charge to the residents, at the time of regular weekly collection. The CONTRACTOR may charge RESIDENTIAL UNITS at a rate established in Exhibit D of this AGREEMENT for collection on any

other collection date, which collection shall be considered a SPECIAL PICK-UP.

9. A SPECIAL PICK-UP shall be provided to any RESIDENTIAL UNIT within 48 hours of a phone request to the CONTRACTOR. The container size and pickup frequency will be determined by agreement of the CONTRACTOR and resident or, if no agreement, then as reasonably determined by the CITY. The cost of this SPECIAL PICK-UP shall be charged at a rate established in Exhibit "D" of this AGREEMENT.
10. The CONTRACTOR shall not collect for or transport any GENERAL REFUSE to any facility where such collection or transport, or any receipt of such GENERAL REFUSE, would violate any law, regulation or any rule of said facility, including, but are not limited to, any HAZARDOUS WASTE.
11. Unless otherwise specified by the CITY, RESIDENTIAL SERVICE shall take place at the street pavement line or concrete shoulder line. Collection for any COMMERCIAL SERVICE ACCOUNT or MULTIPLE-FAMILY ACCOUNT shall take place at a location agreeable to the CONTRACTOR and such Accounts.
12. CONTRACTOR shall collect GENERAL REFUSE in the CITY under this AGREEMENT only between the hours of 7:00 a.m. and 5:00 p.m. daily, Monday through Friday. Any violation of this provision will be prosecuted under Section 51.03 (K) of the municipal code of ordinances.
13. City Facilities; Existing and New: The CONTRACTOR shall provide container services for GENERAL REFUSE as otherwise provided herein, to the CITY'S publicly operated facilities as needed, including the furnishing of adequate, approved containers, including ROLL-OFFS if necessary, for all public buildings and operations. There will be no charge to the CITY for these services. CONTRACTOR shall provide Dumpsters at the City Hall/Police Station, Public Works Garage, Building and Zoning Annex and the Water Maintenance Facility.

The CONTRACTOR shall also be responsible for similar collection from any other structures or facilities purchased, acquired, built new or otherwise controlled by the CITY during the term of this AGREEMENT, upon written notice to the CONTRACTOR from the CITY.

The CONTRACTOR shall provide demolition and construction waste collection and disposal service for any City facility demolished, built new, reconstructed or in any other way rehabilitated during the term of this AGREEMENT. There will be no charge to the CITY for these services.

14. The CONTRACTOR shall provide GENERAL REFUSE collection in emergencies as determined and declared by the Mayor of the CITY,

necessary to alleviate threats to public health, safety and welfare. CONTRACTOR shall, without charge, provide annually to the CITY Six Thousand and No/100 Dollars (\$6,000.00) of such emergency services. This allowance shall be carried over, if unused, by the CITY from year to year, but the CONTRACTOR is not obligated to provide more than Twelve Thousand and No/100 Dollars (\$12,000.00) of emergency service in any year.

15. In addition, the CONTRACTOR shall provide GENERAL REFUSE collection without charge in conjunction with yearly community events, including, but not necessarily limited to, the 4th of July Picnic, Concert and Fireworks and the CITY-wide garage sale, which are held at least in part on public property, and shall also provide, at no charge to the CITY, a sufficient number of portable toilets with internal hand washing capabilities, no more than six (6), and stand-alone hand washing stations, no more than two (2), for each such event, as the CITY determines.
16. The CONTRACTOR shall prepare and submit a quarterly report to the CITY which accurately details the total weight of the GENERAL REFUSE collected and disposed of, the facility to which it was transported, and any other data reasonably requested by the CITY. Said report will be provided by the CONTRACTOR no later than fifteen (15) days after the last day of the preceding quarter.
17. Sod, dirt, Christmas trees and greenery from wreaths and garlands shall not be considered LANDSCAPE WASTE and shall be disposed of as GENERAL REFUSE, unless a composting facility is open and will accept it. Christmas trees left on the shoulder or at the edge of pavement of the street during the term of this AGREEMENT shall be collected at no cost to the resident or CITY.
18. The CONTRACTOR shall provide REFUSE STICKERS to be sold in locations as agreed between the CITY and the CONTRACTOR at a cost of Two Dollars (\$2.00); and any GENERAL REFUSE, other than BULK ITEMS and SPECIAL PICK-UPS, which is not placed in the container supplied by the CONTRACTOR, shall not be collected unless a REFUSE STICKER is affixed to the individual container, box or bag containing excess GENERAL REFUSE. However, the CONTRACTOR is not required to collect an individual container, box or bag not supplied by the CONTRACTOR weighing more than fifty (50) pounds.
19. The CONTRACTOR shall provide ROLL-OFFS to C.O.D. ACCOUNTS and regularly billed customers, including RESIDENTIAL UNITS and MULTIPLE-FAMILY AND COMMERCIAL ACCOUNTS, upon the request of the customer, with the pricing structure based upon temporary service or a regularly billed account as described in Exhibit "C." It may be used by a RESIDENTIAL UNIT, or for a MULTI-FAMILY,

CONDOMINIUM OR COMMERCIAL ACCOUNT. A ROLL-OFF will always be collected by a special truck, hauled to and emptied at a landfill or transfer station legally permitted within the State of Illinois.

B. Recycling Materials Collection Service

1. The CONTRACTOR shall collect from all RESIDENTIAL UNITS, from all COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS, the following RECYCLABLE MATERIALS:
 - a. Newsprint.
 - b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags.
 - c. Corrugated cardboard (not to exceed 3' X 3') and chipboard.
 - d. Glass, which shall include all types of clear and colored glass bottles, jars and containers.
 - e. Plastics, which shall include all plastic resin labeled PETE 1 and HDPE 2; and 6- and 12-pack plastic beverage rings and carriers.
 - f. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers, and aluminum foil
 - g. Bi-metal, which shall include all types of bi-metal food and beverage cans.
 - h. Empty and cleaned paint cans.
 - i. Empty aerosol cans.
 - j. All plastic resin labeled PVC3 (e.g., health and beauty aid bottles, etc.).
 - k. All plastic resin labeled LDPE4 (e.g., plastic grocery bags, etc. certain yogurt and cottage cheese containers and other miscellaneous dairy product containers).
 - l. All plastic resin labeled PP5 (e.g. - syrup bottles, ketchup bottles, etc.).
 - m. All plastic resin labeled PS6. including foamed packing-grade and clear and colored non-foam (e.g., Styrofoam cups, packaging peanuts, egg cartons, etc.)

- n. Plastic resin labeled #7 (e.g., squeezable bottles, microwave containers, etc.).
- o. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.).
- p. Aseptic packaging and gable-topped containers (e.g., juice boxes, milk cartons, juice cartons etc.).
- q. Formed steel containers.

Additional RECYCLABLE MATERIALS may be added to this list by agreement of the parties. No RECYCLABLE MATERIALS may be eliminated from this list by the CONTRACTOR without written permission from the City Administrator.

2. RECYCLABLE MATERIALS shall be collected by the CONTRACTOR, at no cost, at least once each week at the edge of the street pavement, concrete shoulder line or curb line from each single-family dwelling, detached or attached; and from all CONDOMINIUM PROJECTS, COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS on the same day as GENERAL REFUSE collection in the manner agreed upon between the CONTRACTOR and authorized representatives of such Projects or Accounts.
3. RECYCLABLE MATERIALS shall be collected in recycling containers supplied, purchased and delivered by the CONTRACTOR. Each single-family dwelling, detached or attached, will be supplied with new, wheeled, 65-gallon containers, in a color agreed to by the CITY and the CONTRACTOR, as depicted in Exhibit "A," at no cost to the resident. Such containers shall include the CITY'S logo and the universal recycling symbol as depicted in Exhibit "B." The CONTRACTOR shall provide notice to residents that it will provide for the removal of existing recycling bins placed in the vicinity of the edge of the street pavement or concrete shoulder line on specified dates to be agreed to by the CITY and the CONTRACTOR. Every COMMERCIAL SERVICE ACCOUNT and MULTIPLE-FAMILY ACCOUNT will also be supplied with new recycling containers by the CONTRACTOR at no cost to the customer, as determined necessary on an account-by-account basis. If the recycling container is damaged in any way by the CONTRACTOR, or if the recycling container is stolen, it will be replaced at no cost to the residential or commercial customer. If the recycling container is lost or damaged by a resident of a single-family dwelling, detached or attached, or a CONDOMINIUM PROJECT, or by a COMMERCIAL SERVICE ACCOUNT or MULTIPLE-FAMILY ACCOUNT, it shall be replaced by the CONTRACTOR, at a cost established in Exhibit "D" of this AGREEMENT.

4. All RECYCLABLE MATERIALS shall be collected, separated and processed by CONTRACTOR to facilitate the sale of RECYCLABLE MATERIALS to re-manufacturers for post-consumer use. No materials collected as RECYCLABLE MATERIALS shall be commingled with GENERAL REFUSE or LANDSCAPE WASTE or deposited at a landfill or waste incinerator during or after collection.
5. The CONTRACTOR shall be responsible for preparing and submitting to the CITY a quarterly report detailing weekly and quarterly participation in the recycling program and indicating rates and tons collected for each type of RECYCLABLE MATERIALS. Said report will be provided by the CONTRACTOR no later than fifteen (15) days after the last day of the preceding quarter.
6. The CONTRACTOR shall prepare and distribute promotional materials for the recycling program. The CITY shall approve any promotional material before distribution by CONTRACTOR.
7. Any and all requirements applicable to the CONTRACTOR in Paragraph III.A (1), (4), (6) and (10) - (15) for GENERAL REFUSE collection above shall also apply to RECYCLABLE MATERIALS collection.

C. LANDSCAPE WASTE Collection

1. LANDSCAPE WASTE, including grass and leaves, shall be collected by the CONTRACTOR, at no cost, once each week, on the same day of GENERAL REFUSE collection, at the edge of the street pavement, concrete shoulder line or curb line from each single-family dwelling, detached or attached; and from each CONDOMINIUM PROJECT, COMMERCIAL SERVICE ACCOUNT and MULTIPLE-FAMILY ACCOUNT in the manner agreed upon between the CONTRACTOR and such Projects or Accounts; provided that for LANDSCAPE WASTE collected from a COMMERCIAL SERVICE ACCOUNT OR MULTIPLE-FAMILY ACCOUNT in excess of one (1) cubic yard, there shall be a charge as provided in Exhibit "C." LANDSCAPE WASTE for single-family dwellings shall be contained within a 35-gallon or less Kraft© paper bag or in a 35-gallon or less enclosed can; provided that such a can shall have a sticker affixed thereto marked "YARD WASTE ONLY" as provided by the CONTRACTOR and made available at no charge at City Hall, and further provided that no bag or can shall exceed sixty (60) pounds in weight when filled. A single branch, or a group of branches neatly bundled or tied shall also be collected by the CONTRACTOR, provided that no brush bundle shall exceed four feet (4') in length by two feet (2') in diameter, and no single branch shall exceed three inches (3") in caliper. The LANDSCAPE WASTE collection season shall be April 1 to December 15 of each year during the term of this

AGREEMENT. The CITY and the CONTRACTOR may mutually agree in writing to alter this collection period.

2. Quarterly collection reports shall be furnished to the CITY documenting the volume and tonnage of the LANDSCAPE WASTE collected. Said report will be provided by the CONTRACTOR no later than fifteen (15) days after the last day of the preceding quarter.
3. All LANDSCAPE WASTE shall be collected, separated and processed to facilitate its transportation to an Illinois Environmental Protection Agency approved and permitted composting facility. No materials collected as LANDSCAPE WASTE shall be commingled with GENERAL REFUSE or RECYCLABLE MATERIALS, or deposited at a landfill or waste incinerator.
4. All requirements applicable to the CONTRACTOR in Paragraph III.A (1), (4), (6), (10) - (14) and (17) above for GENERAL REFUSE collection shall also apply to LANDSCAPE WASTE collection.

IV. GENERAL CONDITIONS FOR ALL COLLECTION

- A. The CONTRACTOR shall delay collection by one (1) day during holiday weeks when a recognized holiday falls on or before a regular collection day. Recognized holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- B. Except for the first collection after Christmas, as provided in Paragraph R hereof, any material placed for collection, which is not properly prepared or consistent with the guidelines set forth herein, shall not be collected by CONTRACTOR. CONTRACTOR shall attach a self-adhesive "Sorry Note" on any material not collected, stating the reason such material was not collected. The date, address, and reason that the "Sorry Note" was issued shall be reported to the CITY within twenty-four (24) hours. The CONTRACTOR shall provide "Sorry Notes" at its own cost, as depicted in Exhibit "E" of this AGREEMENT.
- C. The CONTRACTOR shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, to handle inquiries and complaints connected with collection of GENERAL REFUSE, Refuse Collection and Disposal Contract, LANDSCAPE WASTE and RECYCLABLE MATERIALS under the terms of this AGREEMENT. All complaints shall receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collections shall be investigated promptly by the CONTRACTOR and, if verified, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after receiving the complaint.
- D. If the CONTRACTOR is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt thereof, a written notice shall be delivered to the City Administrator or his or her designee, stipulating the name

and address of the RESIDENTIAL UNIT, COMMERCIAL SERVICE ACCOUNT, COD ACCOUNT or MULTIPLE-FAMILY ACCOUNT, the date and time of complaint, nature of complaint and the CONTRACTOR'S response. The City Administrator or his or her designee may choose, at his or her sole discretion, to intervene and mediate the dispute and render a final binding decision thereon.

- E. CONTRACTOR will provide written notice to the City Administrator or Director of Community and Economic Development for the CITY if collection services have been stopped for any single-family residential customer, detached or attached, for any reason for a period of at least seven (7) days, and for any full-service restaurant, fast food restaurant, MULTIPLE-FAMILY ACCOUNT or CONDOMINIUM PROJECT for a period of at least three (3) days.
- F. Services provided hereunder by the CONTRACTOR shall be performed at all times in a good, workman-like manner.
- G. Any and all GENERAL REFUSE, LANDSCAPE WASTE or RECYCLABLE MATERIALS containers damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR.
- H. In furnishing collection services, the CONTRACTOR agrees to adhere to all applicable federal, state and local laws, rules, regulations and ordinances pertaining thereto.
- I. The CONTRACTOR shall accommodate the City Administrator's reasonable requests to review performance of this AGREEMENT by the CONTRACTOR, including review of CONTRACTOR'S books and records by the City Administrator or his designee and riding along during collection by the Public Works Superintendent.
- J. The CONTRACTOR shall only utilize clean, sanitary and modern garbage collection trucks with hydraulic compacting systems for collection under this AGREEMENT. The type of equipment to be used by the CONTRACTOR in the CITY shall be approved by the CITY prior to use by the CONTRACTOR. Non-enclosed trucks may be used only on a temporary basis in the case of emergency, and then only upon the approval of the City Administrator or Chief of Police, in the City Administrator's absence.
- K. Equipment used in performing the services under this AGREEMENT shall be properly licensed and conform to all applicable safety standards.
- L. The appearance and sanitary condition of collection vehicles and other equipment used in the CITY shall be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the CONTRACTOR in the CITY will be in good repair at all times.

- M. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the applicable CITY Code of Ordinances.
- N. The CONTRACTOR shall assign capable employees to perform the services specified in this AGREEMENT. The CONTRACTOR shall not allow such employees to consume alcoholic beverages or use any controlled substances while performing services under this AGREEMENT.
- O. In the event that any of the CONTRACTOR'S employees is deemed by the CITY to be incapable of performing the services to which he/she is assigned by CONTRACTOR in the CITY, for any reason, the CONTRACTOR shall immediately replace that employee upon written notice by the CITY.
- P. All collections performed by the CONTRACTOR hereunder shall be carried out with a work force adequate to insure the regular collection of GENERAL REFUSE under adverse conditions irrespective of breakdowns or similar hindrances.
- Q. The CONTRACTOR'S employees shall wear clean uniform clothing, acceptable to the CITY. Employees on the trucks for collection in the CITY shall be required to carry personal identification.
- R. For the first collection after Christmas, the CONTRACTOR shall collect all GENERAL REFUSE and RECYCLABLE MATERIALS placed in any container or bag adjacent to the required GENERAL REFUSE and RECYCLABLE MATERIALS containers provided by the CONTRACTOR; and no REFUSE STICKER shall be required for such additional collection.

V. DISPOSAL OF COLLECTIONS

- A. All GENERAL REFUSE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS shall be removed from the CITY at the close of each collection day and transported to a properly licensed facility, determined by the CONTRACTOR. Charges from such facility shall be paid by CONTRACTOR.
- B. The CONTRACTOR may retain the proceeds, if any, from the sale of RECYCLABLE MATERIALS. No RECYCLABLE MATERIALS collected pursuant to this AGREEMENT may be disposed of in a landfill, waste-to-energy facility or incinerator.

VI. BILLING AND PAYMENT PROCEDURES

- A. The CONTRACTOR will be solely responsible for the printing, distribution and collection of invoices sent to COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS.

- B. Billing procedures utilized by the CONTRACTOR shall be consistent for all customers in the CITY. Upon a verbal or written request, the CONTRACTOR will provide a written summary of its billing procedures to any customer so requesting within ten (10) days after such a request is received by the CONTRACTOR.
- C. In the case of termination of this AGREEMENT for any reason, the CITY shall be allowed access to the CONTRACTOR'S billing records for services provided under this AGREEMENT.
- D. The CONTRACTOR shall directly bill MULTIPLE-FAMILY ACCOUNTS (where collection is not done for each unit separately), COMMERCIAL SERVICE ACCOUNTS and other accounts as permitted under this AGREEMENT. The CONTRACTOR shall not enter such charges on any invoice to the CITY. The CITY, upon request, shall be provided with copies of those bills. For all the COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS set forth in this Section, the CONTRACTOR shall charge according to Sections E. through I. below or the schedules attached hereto as Exhibits "A" and "B."
- E. All MULTIPLE-FAMILY and COMMERCIAL SERVICE ACCOUNTS that have been established by the CONTRACTOR prior to September 1, 2022 (the "CURRENT ACCOUNTS") will be charged the rates they paid as of August 31, 2022, plus five percent (5%) as displayed in Exhibit "C." On September 1, 2023, and all subsequent years thereafter, the CURRENT ACCOUNTS will be charged a rate that will utilize Exhibit "C" as a base year plus an adjustment according to the formula included in Subparagraph G. of this section.
- F. MULTIPLE-FAMILY and COMMERCIAL SERVICE ACCOUNTS that are opened by the CONTRACTOR after September 1, 2022 (the "NEW ACCOUNTS") shall pay the rates established in Exhibit "C."
- G. All CURRENT ACCOUNTS and NEW ACCOUNTS established by the CONTRACTOR shall receive an annual rate, adjusted as of September 1, 2023, and all years thereafter on a cumulative basis, according to the following formula:
 - 1. The percentage change of the Consumer Price Index for All Urban Consumers for the Chicago, Illinois; Gary, Indiana; and Kenosha, Wisconsin area (CPIU) as determined by the United States Department of Labor Statistics from June 1st of the past year to May 31st of the current year subject to a minimum annual adjustment of not less than three and one-half percent (3.5%) and maximum annual adjustment of not more than six and eight-tenths percent (6.8%); or

(% Δ CPI-U, but $\geq 3.5\%$ and $\leq 6.8\%$).

VII. TERMINATION AND OPTION TO EXTEND

- A. The CITY may terminate this AGREEMENT upon thirty (30) days' written notice to CONTRACTOR, for breach of any of the terms of this AGREEMENT by CONTRACTOR, as determined by the CITY. If CONTRACTOR abandons its obligations hereunder for one (1) week, the CITY may immediately terminate this AGREEMENT by notice to CONTRACTOR.
- B. Unless the CITY provides written notice to CONTRACTOR at least ninety (90) days prior to its expiration, this AGREEMENT will be automatically extended on a month-to-month basis upon the same terms and conditions herein until a new agreement is reached between the CITY and the CONTRACTOR or between the CITY and some other provider of the services contemplated under this AGREEMENT.
- C. If the CITY provides the CONTRACTOR with written notice at least ninety (90) days prior to its expiration, the CITY can extend the AGREEMENT for an additional five (5) years upon the same terms and conditions herein.
- D. The maximum term of this AGREEMENT, if extended, shall not exceed thirty (30) years.

VIII. FINANCIAL CONDITIONS

- A. At the request of the CITY, the CONTRACTOR shall furnish to the CITY annually, within forty-five (45) days of the end of CONTRACTOR'S fiscal year, certified year-end financial reports for CONTRACTOR'S refuse collection and disposal business including an income statement and balance sheet for that fiscal year.
- B. The CONTRACTOR shall furnish a Letter of Credit in a form and from a company or bank approved by the City Attorney, in order to assure the faithful performance of this AGREEMENT. The Letter of Credit shall be in the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) for the period of this AGREEMENT, including any renewal thereof.
- C. The CONTRACTOR shall pay an annual franchise fee to the CITY of Six Thousand and No/100 Dollars (\$6,000.00) in order to reimburse the CITY for its cost for administration of this AGREEMENT. The initial \$6,000 payment shall be due upon execution of this AGREEMENT.
- D. Upon termination of this AGREEMENT by the CITY because of the CONTRACTOR'S breach of its performance duties under this AGREEMENT, in addition to any and all equitable legal remedies available to the CITY, the CITY shall have the right to draw upon or charge the Letter of Credit described in this AGREEMENT. The remedies provided to the CITY herein shall be cumulative and not exclusive. No waiver by the CITY of a default by the CONTRACTOR under this AGREEMENT shall be construed as a waiver by the CITY of any subsequent default or failure to perform on the part of the CONTRACTOR.

- E. In the event of abandonment or breach by the CONTRACTOR, the CITY, at its sole option and by any means, may cause any collected or uncollected GENERAL REFUSE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS to be properly collected, processed and disposed of, and shall charge the Letter of Credit.
- F. During the duration of this AGREEMENT and any extension thereof, the CONTRACTOR shall maintain the following insurance at the limits as follows:
 - a. Workers' Compensation Insurance as required by law; and
 - b. General Liability Insurance:
 - \$1,000,000 per Occurrence
 - \$2,000,000 Aggregate
 - c. Vehicle Liability:
 - \$1,000,000 Combined Single Limit
 - d. Excess Umbrella Liability:
 - \$5,000,000 per Occurrence
 - \$5,000,000 Aggregate

The CONTRACTOR shall furnish the CITY a certificate of insurance showing these coverages as a condition of this AGREEMENT and annually thereafter. The CITY, its officers and employees, shall be named as additional insureds on each said policy for any liability arising out of the CONTRACTOR'S duties under this AGREEMENT. The CONTRACTOR'S insurance company hereunder, shall provide the CITY with thirty (30) days' notice of any cancellation of insurance coverage.

- G. The CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, officials and employees against any and all claims for injuries, death, loss, damages, claims of every type, nature and description, suits, liabilities, judgments, costs, attorneys' fees and expenses arising from or related in any way to any act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with this AGREEMENT and CONTRACTOR'S performance of its duties hereunder.
- H. The CONTRACTOR agrees that its equipment and operations may be inspected by the CITY'S insurance carrier and further agrees to facilitate such inspection upon notice therefor from the CITY.

IX. MISCELLANEOUS

- A. The CONTRACTOR shall adhere to all federal, state and local guidelines governing equal employment opportunities. Payment for all labor performed for the CONTRACTOR under this AGREEMENT shall be at the prevailing wages as

determined annually by the CITY in conformity with the Illinois Prevailing Wage Act.

- B. The CONTRACTOR may not assign or subcontract this AGREEMENT, the work hereunder or any part thereof to any other person, firm or corporation without the prior written consent of the CITY.
- C. The provisions of this AGREEMENT shall be interpreted when 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.
- D. This AGREEMENT sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefor; and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefor.
- E. 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 CITY and the CONTRACTOR.
- F. The CONTRACTOR represents and warrants to the CITY as follows:
 - 1. It is experienced in each of the areas for which it will have duties and obligations under this AGREEMENT, and it has adequate financial resources, personnel and experience to properly and satisfactorily discharge its duties and obligations under this AGREEMENT.
 - 2. It is an Illinois corporation in good standing as of the date of this AGREEMENT.
 - 3. The officer or officers signing this AGREEMENT on behalf of the corporation, have been authorized by the corporation to do so, and thereby bind the CONTRACTOR to the terms hereof.
- G. This AGREEMENT shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any lawsuit concerning this AGREEMENT shall be in Illinois and venue in DuPage County.
- H. If any territory is annexed to the CITY for single-family residential or condominium use, during the term of this AGREEMENT, with the exception of an annexation adding four (4) RESIDENTIAL UNITS or less at one time into the CITY, the RESIDENTIAL UNITS in that annexation shall not be included for service by the CONTRACTOR under the provisions of this AGREEMENT,

unless an amendment to this AGREEMENT providing for that service is agreed by the CITY and CONTRACTOR. Any annexed, single-family residential or condominium property or commercial or multiple-family property other than condominiums shall be served by the CONTRACTOR after annexation, but not until pre-existing collection contracts expire or are terminated. Prior to annexation of any single-family residential or condominium property, commercial property, or multi-family property, by the CITY, the CITY shall give written notice to the owner that CONTRACTOR shall provide waste collection and disposal services to the property on an immediate basis per the terms of this AGREEMENT, but for commercial or multi-family properties, not until the expiration or termination of existing collection contracts.

X. NOTICES

- A. 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 or by confirmed facsimile on a business day at the address or facsimile number 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 mail, return receipt requested.
- B. Notices to the CITY shall be addressed to and delivered at the following addresses:

City of Oakbrook Terrace
17 W 275 Butterfield Road
Oakbrook Terrace, Illinois 60181
FAX: (630) 941-7254
Attention: City Administrator

- C. Notices to the CONTRACTOR shall be addressed to and delivered at the following address:

Flood Bros Disposal Co., Inc.
17 W 697 Butterfield Road, Suite E
Oakbrook Terrace, Illinois 60181
FAX: (630) 261-0575
Attention: William K. Flood, Jr.

XI. STATUTORY REQUIREMENTS.

- A. **Equal Employment Opportunity.** In the event of the CONTRACTOR's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the CONTRACTOR may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or

voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; 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 underutilization.
2. If the CONTRACTOR hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the CONTRACTOR may reasonably recruit; and the CONTRACTOR will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. In all solicitations or advertisements for employees placed by the CONTRACTOR or on the CONTRACTOR's behalf, the CONTRACTOR will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. The CONTRACTOR will send to each labor organization or representative of workers with which the CONTRACTOR has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the CONTRACTOR's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the CONTRACTOR in the CONTRACTOR's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the CONTRACTOR will promptly notify the Illinois Department of Human Rights; and Oakbrook Terrace and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. The CONTRACTOR will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human

Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. The CONTRACTOR will permit access to all relevant books, records, accounts and work sites by personnel of Oakbrook Terrace and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. The CONTRACTOR will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the CONTRACTOR will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Oakbrook Terrace and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the CONTRACTOR will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

- B. Prohibition of Segregated Facilities.** The CONTRACTOR will 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" means any waiting rooms, work areas, restrooms and washrooms, restaurants 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 it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract 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 the CONTRACTOR will retain such certifications in its files.
- C. Sexual Harassment Policy.** The CONTRACTOR has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- D. Certifications.** The AGREEMENT shall be accompanied by a Certification in the form attached hereto as Exhibit "F" signed by the CONTRACTOR'S President before a notary public. The CONTRACTOR shall certify the following:

1. **Illinois Taxes.** That, if it is a partnership, it is not and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
2. **Bid Rigging.** That, if it is a partnership, it has not and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
3. **Drug-free Workplace.** That it will provide a drug-free workplace by:
 - a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The CONTRACTOR's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations;

- c. Making it a requirement to give a copy of the statement required by subparagraph 1.03 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
 - d. Notifying the CITY within ten (10) days after receiving notice under subparagraph 3.a.(3)(b) from an employee or otherwise receiving actual notice of such conviction;
 - e. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - f. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
4. **Educational Loan.** That if it is an individual, that it is not, if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
5. **Human Rights Number.** That at the time the Contractor submitted a proposal on this AGREEMENT, the CONTRACTOR had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.
6. **Prohibited Interest in Contract.** That:
- a. No CITY officer, spouse or dependent child of a CITY officer, agent on behalf of any CITY officer or trust in which a CITY officer, the spouse or dependent child of a CITY officer or a beneficiary is a holder of any interest in the CONTRACTOR, or
 - b. If the CONTRACTOR's stock is traded on a nationally recognized securities market, that no CITY officer, spouse or dependent child of a CITY officer, agent on behalf of any CITY officer or trust in which a CITY officer, the spouse or dependent child of a CITY officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any CITY officer, spouse or dependent child of a CITY officer, agent on behalf of any CITY officer or trust in which a CITY officer, the spouse or dependent child of a CITY officer or a beneficiary is a holder of less than one percent (1%) of

such CONTRACTOR, the CONTRACTOR has disclosed to the CITY in writing the name(s) of the holder of such interest.

7. **Gift Ban.** That:

- a. No officer or employee of the CITY has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the CONTRACTOR in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois; and
- b. The CONTRACTOR has not given to any officer or employee of the CITY any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

8. **Substance Abuse.** That it is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

9. **Patriot Act.** That neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

D. **Record Retention.** The CONTRACTOR shall maintain its records relating to the performance of the Agreement 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 shall be available for review and audit by the CITY. The CONTRACTOR shall cooperate with the CITY (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 CITY 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 CITY 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 CITY for the recovery of any funds paid by the CITY under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.

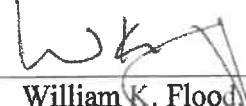
- E. Public Works Employment Discrimination Act.** The CONTRACTOR shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection 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 CITY. 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 CITY 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 CITY, 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.

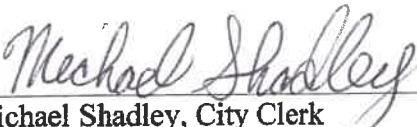
IN WITNESS WHEREOF, the CONTRACTOR has executed this AGREEMENT by officers authorized to execute it on behalf of the corporation, and CITY has executed this AGREEMENT with its corporate seal affixed thereto, by its Mayor and City Clerk acting pursuant to authority granted by the City Council, all on the day and year first written above.

CITY OF OAKBROOK TERRACE

FLOOD BROS. DISPOSAL CO., INC.

By: 
Paul Esposito, Mayor

By: 
William K. Flood, Jr., President

Attest: 
Michael Shadley, City Clerk

Attest: 
Robert P. Flood, Secretary

Exhibit A (continued)

Rehrig Pacific Roll-Out Carts

Environmental

1083457.4

**Rehrig Pacific
Company**

**Rehrig Pacific
Roll-out Carts**

The roll-out carts are made of high density polyethylene (HDPE) and are designed for durability and efficiency. Available in 32, 44, and 66 gallon capacities, they are ideal for residential and commercial use. The roll-out design allows for easy maneuvering and emptying. The roll-out carts are made of high density polyethylene (HDPE) and are designed for durability and efficiency. Available in 32, 44, and 66 gallon capacities, they are ideal for residential and commercial use. The roll-out design allows for easy maneuvering and emptying.

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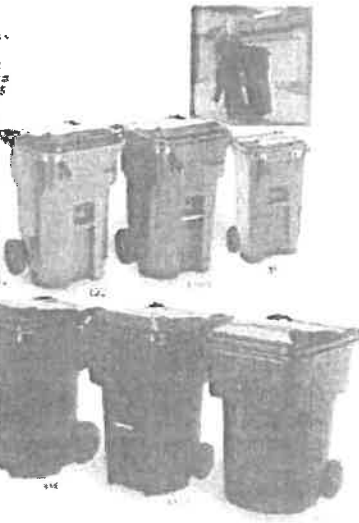


Exhibit B

***Sample Recycling And General Refuse
Logos for Containers***

RECYCLING ONLY 
NO GARBAGE

 **FOR GARBAGE ONLY** 

Exhibit C

**PRICING STRUCTURE
FOR MULTIPLE-FAMILY AND COMMERCIAL
ACCOUNTS AS OF SEPTEMBER 1, 2022 (THE BASE YEAR)**

(Billed Every 4 Weeks or 13 Times per Calendar Year)

September 1, 2022 to August 31, 2023						
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk
95 gal. Toter	\$29.66	\$61.01	\$91.51	\$122.02	\$152.52	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
1 cubic yard	\$61.01	\$122.02	\$183.03	\$244.04	\$305.05	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
1.5 cubic yard	\$91.51	\$183.03	\$274.54	\$366.06	\$457.54	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
2 cubic yards	\$122.02	\$244.04	\$366.06	\$488.08	\$610.10	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
4 cubic yards	\$244.04	\$488.08	\$732.12	\$976.17	\$1,220.22	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
6 cubic yards	\$366.06	\$732.12	\$1,098.20	\$1,464.26	\$1,830.32	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
6 cubic yard Compactor	\$706.71	\$1,413.47	\$2,120.12	\$2,826.83	\$3,533.54	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
8 cubic yard	\$488.08	\$976.17	\$1,464.26	\$1,952.34	\$2,440.43	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER
10 cubic yards	\$610.10	\$1,220.22	\$1,830.32	\$2,439.50	\$3,660.65	TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER

**ROLL-OFF PRICING STRUCTURE
AS OF SEPTEMBER 1, 2022 (THE BASE YEAR)**

All Charges Are Based on Individual "Pulls" Unless Otherwise Noted

C.O.D. ACCOUNTS ONLY

Open Box Service	September 1, 2022, to August 31, 2023
20 yd. Roll-off	\$418.40
25 yd. Roll-off	\$510.55
30 yd. Roll-off	\$600.62

REGULARLY BILLED CUSTOMER ACCOUNTS

Open Box Service	September 1, 2022, to August 31, 2023
Base Rate	\$298.82
Rent Charge	\$101.00
Per Ton Charge	TBD

Exhibit D

PRICING STRUCTURE FOR
SINGLE FAMILY ATTACHED AND DETACHED UNITS
FROM SEPTEMBER 1, 2022, TO AUGUST 31, 2029
SPECIAL PICK-UPS AND REPLACEMENT CONTAINERS

All Charges Are Based on Individual Services Rendered

Special Pick-Ups and Replacement Containers	September 1, 2022, to August 31, 2029
Residential general refuse collection & disposal / recycling service / landscape waste collection & disposal	No Charge
Minimum charge for special pick-up of refuse or landscape waste (Up to 3 cubic yards)	\$33.00
Cost per additional cubic yard for special pick-up	\$16.50
Cost of replacement general refuse and recycling containers (including delivery)	\$15.00

Exhibit E
Sample "Sorry Note"

Solid Waste Yard Waste Recyclables Leaf Service

SORRY...

**WE COULD NOT SERVICE YOU TODAY, AT
FOR THE FOLLOWING REASONS:**

(Time)

- Cans Containers Bags Overweight.
- Yard materials mixed with refuse or recyclables.
- Yard materials not prepared acceptably (Please refer to instruction sheet sent to you).
- No sticker
- Bundled yard material not tied with biodegradable string, twine, or cloth.
- Bush not tied in 4 ft. long (2 ft. diameter) manageable size bundles.
- Recyclables not prepared acceptably (Please refer to instruction sheet sent to you).
- Illegal container; Please use standard garbage can up to 32 gallons capacity.
- Other _____



Driver _____

Exhibit "F"

CERTIFICATION

The assurances hereinafter made by Flood Bros. Disposal Co. ("Flood Brothers"), are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the Agreement with Flood Brothers the City of Oakbrook Terrace, Illinois, may terminate the Agreement if it is later determined that Flood Brothers rendered a false or erroneous assurance.

I, William K. Flood, Jr., hereby certify that I am the President of Flood Brothers an Illinois corporation and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that Flood Brothers its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, Flood Brothers hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that Flood Brothers is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. Flood Brothers maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Flood Brothers' workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on such Agreement, the employee will;
 - a. Abide by the terms of the statement;

Exhibit "F"

- b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- B. Establishing a drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) Flood Brothers' policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations;
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- D. Notifying the City within ten (10) days after receiving notice under paragraph A.3.(b) from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug- abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

Exhibit "F"

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2. Flood Brothers has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex.

3. Flood Brothers, at the time that Flood Brothers executed the Agreement, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

4. No City of Oakbrook Terrace, Illinois officer, spouse or dependent child of a City of Oakbrook Terrace, Illinois officer, agent on behalf of any City of Oakbrook Terrace, Illinois officer or trust in which a City of Oakbrook Terrace, Illinois officer, the spouse or dependent child of a City of Oakbrook Terrace, Illinois officer or a beneficiary is a holder of any interest in Flood Brothers; or, if Flood Brothers' stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace, Illinois officer, spouse or dependent child of a City of Oakbrook Terrace, Illinois officer, agent on behalf of any City of Oakbrook Terrace, Illinois officer or trust in which a City of Oakbrook Terrace, Illinois officer, the spouse or dependent child of a City of Oakbrook Terrace, Illinois officer or a beneficiary is a holder of more than one percent (1%) of Flood Brothers, but if any City of Oakbrook Terrace, Illinois officer, spouse or dependent child of a City of Oakbrook Terrace, Illinois officer, agent on behalf of any City of Oakbrook Terrace, Illinois officer or trust in which a City of Oakbrook Terrace, Illinois officer, the spouse or dependent child of a City of Oakbrook Terrace, Illinois officer or a beneficiary is a holder of less than one percent (1%) of Flood Brothers, Flood Brothers has disclosed to the City of Oakbrook Terrace, Illinois in writing the name(s) of the holder of such interest.

5. No officer or employee of City of Oakbrook Terrace, Illinois has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Flood Brothers in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. Flood Brothers has not given to any officer or employee of City of Oakbrook Terrace, Illinois any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

Exhibit "F"

7. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) Flood Brothers is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

8. Neither Flood Brothers nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that Flood Brothers and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by Flood Brothers changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, Flood Brothers shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: August 22, 2022 Flood Brothers: Flood Brothers Disposal Company, Inc.

By: [Signature]
William K. Flood, Jr., President

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that William K. Flood, Jr., known to me to be the President of Flood Brothers Disposal Company, Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of Flood Brothers Disposal Company, Inc.

Dated: Aug. 22, 2022

[Signature]
Notary Publics

