

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 22-010

TITLED:

APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BOLINGBROOK
AND FLOOD BROS. DISPOSAL CO. FOR REFUSE AND RECYCLING
SERVICES (SUBJECT TO ATTORNEY APPROVAL)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440

ORDINANCE 22-010

**APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BOLINGBROOK
AND FLOOD BROS. DISPOSAL CO. FOR REFUSE AND RECYCLING
SERVICES (SUBJECT TO ATTORNEY APPROVAL)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village President and Board of Trustees of the Village of Summit deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village for the Village to enter into an agreement for the collection of refuse, recyclable, yard waste material collection/processing/disposal services Flood Bros. Disposal Co.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

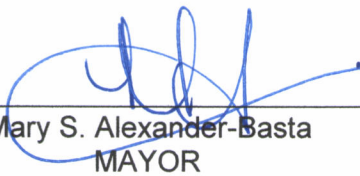
SECTION ONE: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION TWO: The Agreement by and between the Village of Bolingbrook and Flood Bros. Disposal Co. for the collection of Refuse, Recyclable, Yard Waste

PASSED THIS 25th DAY OF JANUARY, 2022.

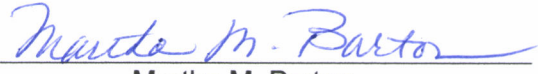
AYES:	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
NAYS:	0	None
ABSENT:	0	None
ABSTENTIONS:	0	None

APPROVED THIS 25th DAY OF JANUARY, 2022.



Mary S. Alexander-Basta
MAYOR

ATTEST:



Martha M. Barton
VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY THE AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JANUARY 26, 2022.

STATE OF ILLINOIS)
COUNTIES OF WILL) SS
AND DUPAGE)

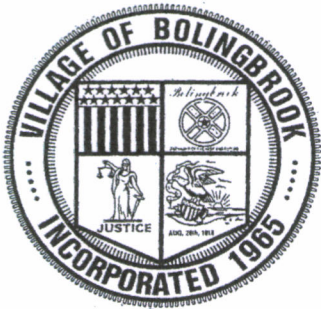
I, Martha M. Barton, certify that I am the duly elected and acting Village Clerk of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

I further certify that on January 25, 2022, the Corporate Authorities of such municipality passed and approved Ordinance 22-010 entitled:

APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BOLINGBROOK AND FLOOD BROS. DISPOSAL CO. FOR REFUSE AND RECYCLING SERVICES (SUBJECT TO ATTORNEY APPROVAL)

The pamphlet form of Ordinance 22-010 including the Ordinance and a cover sheet, thereof, was prepared on January 25, 2022. Copies of such Ordinance are available for public inspection upon request in the office of the Village Clerk.

DATED at Bolingbrook, Illinois, this 26th day of January, 2022.



Martha M. Barton

Martha M. Barton,
VILLAGE CLERK

EXHIBIT 1

Village of Bolingbrook

CONTRACT FOR REFUSE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

This Contract made and entered into as of the 28 day of April, 2022 by and between the VILLAGE OF BOLINGBROOK, Will and DuPage County, Illinois (the "Village") and FLOOD BROS DISPOSAL CO., an Illinois Corporation, having its place of business at 17W609 14th Street, Oakbrook Terrace, IL 60181 ("Contractor")

RECITALS

- A. The Village is an Illinois Municipal Corporation.
- B. Contractor is an Illinois corporation which is authorized to do business in the State of Illinois and is engaged in the business of providing solid waste disposal and related services.
- C. The Village desires to have a single waste hauler provide residents of the Village who live in single family, two-family attached, detached residential units, multifamily residences, as well as municipally owned properties, with solid waste collection and disposal services in order to assure compliance with requirements relating to the disposal of refuse, landscape waste, and other forms of refuse and to assure compliance with recycling and waste reduction requirements.
- D. Contractor is willing to provide solid waste collection and disposal services in accordance with the terms and conditions set forth in this Contract.
- E. The Village is willing to designate Contractor as the exclusive waste hauler for single family and two-family attached and detached residential units, multifamily residences, as well as municipally owned properties, subject to the terms and conditions set forth in this Contract. The contract shall not include commercial or industrial properties unless specified.
- F. The Village is authorized to enter into this Contract pursuant to Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) and other statutory provisions contained in the Illinois Compiled Statutes.
- G. The Village prepared and distributed a Request for Proposal known as RFP 22-05.
- H. Contractor submitted its proposal for service on October 29, 2021, which is made part of this agreement and incorporated herein. In the event of a conflict between terms of the RFP and the agreement, the agreement shall control.
- I. Each Exhibit attached hereto are incorporated into the agreement.

CONTRACT PROVISIONS

ARTICLE I - SERVICE REQUIRED

Contractor shall provide the following services to all residences as defined in this Contract:

A. Basic Services. Basic services to be provided to Households by Contractor shall include:

1. Weekly curbside collection of garbage, and curbside collection of recyclables.
 - a. Residents have two options for placing household waste out at the curbside each week for proper collection either by bag or Contractor issued two-wheeled cart.
 - b. Residents are permitted to set out unlimited household waste for collection. Waste must be placed in bags, not exceeding 32-gallons or 50 pounds in weight and properly tied. There is no limit to the amount of household refuse to be placed out at the curb.
 - c. Resident's may rent two-wheeled carts with a lid of 95-gal size from the Contractor for an annual rental rate. Additional household waste must be set out in the parameters of bags as highlights in section 1-b.
 - d. Recycling materials shall be placed in a bin provided by the Village as part of the contract. There is no limit to the amount of household recycling to be placed out at the curb. Resident's may rent two-wheeled carts with a lid of 65-gal size from the Contractor for an annual rental rate.
 - e. Yard Waste materials Yard waste will be collected during the yard waste season of April 1st - December 15th. Residents may place their yard waste in biodegradable "Kraft" bags that do not exceed 33 gallons. Yard waste which is too bulky to be placed in a bag, such as branches or brush must be securely tied and bundled. Branches may not exceed 3" in diameter and 4-feet in length. Collection is the same day as the refuse and recycling collection.

Grass clippings, leaves, twigs, garden debris, weeds, fruits, seeds, stalks, vines are acceptable landscape items. Landscape does not include wood timbers, plastic edging, plant pots or trays, fertilizer or landscape material bags, landscape fabric, root sections, sand, gravel, sod, firewood, bark, wood chips, rocks, excess amounts of dirt or animal waste.

2. One (1) bulk item per residence per week.
3. Landscape and leaf pick-up -- Weekly landscape waste collection service shall be offered from April 1 through December 15. Residents can place an unlimited amount of landscape waste out for collection. Materials must be properly set out at the curb.
4. Christmas tree pickup and recycling service at single and 2-family attached and detached residences throughout the month of January.
5. White Goods -- Collection services for white good items, items containing Freon. Residents will be asked to call Contractor 24 hours prior to collection to schedule the pickup. There will be no cost for one (1) item set out per week.

6. Village Sponsored Events – Contractor will provide collection of waste and recycling from Village Sponsored Events at no charge as requested.
7. Electronic Waste - The Contractor shall provide curbside collection of E-Recyclables to all Residential accounts on a weekly basis. E-Recyclables shall mean any item defined as a "covered electronic device" by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc plays, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers. Residents must contact the Contractor 48 hours in advance of collection day and place proper items curbside for collection.
8. Extra Pick Up – Contractor will, at an extra cost to the resident, pick up extra waste at a residence upon request for pick up outside of resident's regularly schedule pick up day. Contractor will utilize commercially reasonable efforts to ensure any such resident signs the ticket related to the extra pick up.
9. Multi-Family Residences - All multi-family residential units shall be collected by the Contractor in accordance with the service levels outlined in multi-family service levels, attached, and incorporated into this agreement. These services may change from time to time in order to provide optimal solid waste and recycling services. See Exhibit F for a complete breakdown of multi-family locations.
10. Publicly Owned Buildings, Property and Facilities. Contractor shall provide weekly collection of garbage and recyclables free of charge at all Village-owned properties. See Exhibit C. The Village may designate new or changes to facilities.

ARTICLE II - DEFINITIONS

Bulk Items. Any refuse which is too large to fit into an approved refuse container and which combined with any other refuse that is too large to fit into an approved container exceeds, in total, fifty (50) pounds in weight. Examples of bulk items include beds, sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Change in Law. (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation after the date of the Contract; or (ii) the order or judgment of any federal, state, or local court, administrative agency or other governmental body; or (iii) a change in interpretation of permit requirements or other obligations of Contractor by a "Regulatory Authority"; provided that such event materially changes the costs or ability of Contractor to carry out its obligations under the Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date of this Contract is executed.

Collection Trucks. Trucks and other motor vehicles operated by Contractor in the collection of solid waste in the Village.

Container. A bag, no more than 32-gal or 50lbs. A 95-gal refuse and 65-gal recycling or 35-gal refuse and 35-gal recycling two-wheeled cart provided by the Contractor.

Hazardous Waste. Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by, or pursuant to, federal or state law; or waste in any amount, which is regulated under federal or state law. For purposes of this Contract, the term "Hazardous Waste" shall also include motor oil, gasoline, and oil-based paint.

Household. Households include all single family and two-family attached and detached residential units.

Landscape Waste. Compostable waste material from indoor or outdoor vegetation and landscape areas including grass, leaves, garden clippings and brush, excluding Christmas trees. Biodegradable 2-ply kraft bag not to exceed 50lbs and limbs bundled into bunches no longer than 4-feet.

Municipal Facilities. All Village-owned properties including, but not limited to, Village Hall, Public Safety Building, Public Works Department, Senior Center, and other designated locations.

Recyclable Materials. Single stream recycling materials.

Recycling Container. A sixty-five (65) or thirty-five (35) gallon wheeled plastic container, supplied by Contractor, with a tight-fitting top, requiring a semi-automatic lifting mechanism for collection and containing identifying markings as being for the collection of recyclables. 18-gallon bin, supplied by the Village as part of the contract.

Refuse. All non-recyclable waste typically generated in a household or municipal building.

Refuse Container. A ninety-five (95) or thirty-five (35) gallon two-wheeled plastic container, supplied by Contractor, with a tight-fitting top, requiring a semi-automatic lifting mechanism for collection and containing identifying markings as being for the collection of refuse. Optional program to collect by bags.

Residential, Residence or Residential Dwelling Unit. Single family and two-family attached and detached residential units and multifamily units.

Solid Waste – Refuse, Landscape Waste, and Recyclables.

White Goods - Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

ARTICLE III - TERM OF CONTRACT - RATE AND EXTENSION NEGOTIATIONS

The initial term of this contract shall be for seven (7) years, commencing May 1, 2022, and ending April 30, 2029. After the initial term of the contract, the option to renew for additional five (5) year periods may be approved by both parties at least six (6) months prior to end date.

Upon the expiration of the contract term, or earlier termination by the Village, Contractor shall remove existing containers and carts within sixty (60) days. Either party may terminate this Agreement, for any reason or for no reason, upon not less than six (6) months prior written notice to the other party stating such party's intention to terminate this Agreement.

ARTICLE IV - CONTRACTOR QUALIFICATIONS

- A. Contractor shall have available, for use throughout the term of the Contract, an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator, compost facility, processing center or transfer site for the disposal of all Refuse, Recyclables and Landscape Waste collected under the terms of this Contract.
- B. Contractor shall have the necessary financial ability to satisfy all the requirements placed upon it under the terms of this Contract.
- C. Contractor must obtain, at its own expense, all permits, licenses, and other authorizations which may be required in order for Contractor to perform the services to be provided under this Contract. Contractor is responsible for all disposal site tipping fees.

ARTICLE V - GENERAL SERVICE REQUIREMENTS

The following provisions shall apply to all three components of the collection and disposal service to be provided by Contractor pursuant to this Contract: refuse, landscape waste and recyclables:

A. Collection and Disposal Service, Schedule, and Starting Time

1. Exclusivity. Contractor is given the exclusive right to provide collection and disposal service for solid waste from all Households and Municipal Facilities that are within the corporate limits of the Village. Contractor shall furnish all equipment, labor, materials and supplies necessary for, and perform all the work necessary to, the services to be provided under this Contract. Contractor shall not be required, under the terms of this Contract, to collect any refuse from any commercial or industrial establishment.
2. Collection. Collection shall be made from every Household and Municipal Facility. Refuse containers, recycling carts, and landscape waste carts shall be neatly returned to the location where they were placed for collection. Any such containers or carts that are damaged as a result of their handling by employees or which require repair due to ordinary wear and tear shall be repaired or replaced by Contractor, at Contractor's expense. All carts must be supplied by Contractor.
3. Time and Day of Collection. Collections shall be made between the hours of 7:00 am and 7:00 pm. Areas annexed to the Village following the execution date of this Contract must be serviced upon notice to Contractor by the Village. Collection of all solid waste shall be conducted on weekdays. If the collection day falls on a holiday, then collection shall be made on the next day following the holiday. If Contractor is unable to collect solid waste on the regular weekly collection day because of weather conditions, Contractor shall immediately notify the Village and collect the solid waste on the next regular working day when weather conditions permit. Contractor will work with the Village to provide proper notice to residents of any change in schedule except typical changes due to a holiday. These notices will include but not be limited to public announcements via Contractor's website and social media accounts.
4. Collection Routes. Contractor shall establish collection routes within the Village's boundaries, designed to best serve the Village's residents in the most cost-effective manner possible and shall be subject to the approval of the Village. Route maps shall be provided to the Village and shall be subject to the Village's approval. Route changes made during the term of the Contract shall be subject to the approval of the Village, and in the event that route changes are approved, revised route maps shall be supplied to the Village. Collection Route Map is included as Exhibit D.

5. Collection Trucks. Collection trucks and other equipment used in the Village by Contractor in connection with the collection of solid waste shall be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations. All collection trucks shall be covered and secured to prevent materials and items from blowing, leaking, or falling out during transit. All collection trucks shall have the name, logo and telephone number of Contractor clearly displayed on both sides of the collection truck in a size that is large enough to be easily readable. All collection trucks shall be equipped with radios which will allow Contractor's Customer Service Center and Contractor's operational supervisors to communicate immediately with persons in the collection truck. The collection trucks shall be equipped with rear mirrors. Each collection truck shall be equipped with a broom or shovel which can be used to clean and remove any material that may be spilled or littered. Collection trucks, other than street sweepers, shall be cleaned every two weeks and shall undergo preventive maintenance checks every 250 engine hours or 30 days, whichever is less. Contractor shall keep and maintain logs describing the maintenance inspections and services performed and any problems in the operation of a collection truck. These logs shall be made available for inspection or review by the Village upon request.
6. Debris and Litter. Contractor shall pick up and clean all materials that may be blown, littered, spilled, or broken as a result of being handled by Contractor personnel during and after collection. Any materials or items that are spilled dumped or which fall from collection trucks, or which are spilled or dumped by Contractor personnel shall be cleaned up and removed within two hours of verbal notification made to Contractor on behalf of the Village. If it is necessary to deploy a street sweeper or other equipment in order to accomplish the clean-up and removal, Contractor shall promptly dispatch all necessary equipment at Contractor's expense. In the event such materials or items are not removed within the twenty-four-hour period, the Village shall have the right to clean and remove the materials and items at the expense of Contractor. Contractor shall reimburse the Village for the reasonable cost of such cleaning and removal within 30 days after receiving an invoice from the Village for the expense of the cleaning and removal.
7. Customer Service Center. Contractor shall staff and maintain a customer service center for the purpose of answering questions, providing information, receiving requests for additional service, and receiving complaints from residents of the Village. The customer service center shall be sufficiently staffed by courteous and knowledgeable personnel to allow Contractor to respond promptly to telephone calls, texts and emails made to the customer service center from Village residents. The customer service center shall be open from 7:30a.m. until 5:30p.m. Monday through Friday and 8:00am to 12:00pm on Saturday and shall be accessible by telephone by dialing a number as may be established by Contractor. Contractor shall provide a printed educational brochure to Households prior to May 1, 2022, explaining the program and including the telephone number. Contractor shall provide extra copies of the brochure to the Village. Contractor shall provide written notice to Village residents at least 30 days prior to changing the telephone number of the customer service center. The customer service center shall be equipped so that telephone calls made to the customer service center when it is not open shall be recorded and logged by an answering service. Contractor shall maintain a log or

similar record of all calls made to the customer service center by Village residents which shall state the date, time, nature of the call and the telephone number, address, and name, if available, of the person making the call. The log or other record shall also state how the complaint was resolved and the date the complaint was resolved. Such logs or similar records shall be provided to the Village at the end of each calendar quarter and shall be made available for inspection by the Village upon request. The customer service center shall have the capability to communicate with the personnel in a Collection Truck by means of radio transmission. Residents can also email our staff at the dedicated Village email address.

8. Resident Requests for Service and Complaints. Residents shall be directed to call the Customer Service Center in the event Contractor fails to collect solid waste at their residence as scheduled. Contractor shall publicize this procedure for residents to make complaints of missed collections. Contractor will promptly investigate and courteously resolve all complaints of missed pick-ups and will arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification are received. In the event this occurs on a day preceding a holiday or weekend, the complaint will be serviced on the next working day. Contractor shall respond to other requests for service from Village residents no later than the end of the next business day after the Customer Service Center is notified of the request. Contractor shall respond to requests for service from the Village promptly and as soon as reasonably possible if the call for service is prompted by a circumstance which constitutes a hazard to persons or property. Contractor will supply the Village a monthly log of all resident requests and service complaints.
9. Damage to Streets, Parkways, and other Public Rights of Way. Contractor shall take all reasonable actions to avoid damage, as a result of its and any subcontractor's operations to existing sidewalks, curbs, streets, trees, parkways, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and Contractor shall repair any damage thereto or replace damaged items specifically caused by Contractor or its subcontractors' operations. Contractor shall also leave all property described in the preceding sentence in a clean and sightly condition.

Contractor shall provide collection equipment that will not disfigure or damage Village streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, parkways, overhead trees, etc.

If Contractor fails to promptly repair any such damage, the Village shall have the right to have the damage repaired itself at Contractor's expense. Contractor shall reimburse the Village for the reasonable cost of any such repairs within 30 days after receiving an invoice from the Village for the expense of the cleaning, removal, or repairs made by the Village.

10. Scope of Contractor's Responsibilities. Contractor is responsible for the transport, transferring, processing and disposal of all solid waste collected within the Village. No transfer, storage, processing, or disposal of solid waste shall occur within the Village.

11. Closed Streets. In the event a street is closed due to construction work, Contractor agrees to collect solid waste in accordance with its regular schedule, and in accordance with a method of collection approved by the Village.

B. Contractor's Personnel

1. Contractor shall assign a qualified person or persons to be in charge of its operation in the Village. Contractor shall furnish the Village with a telephone number at which this person (or his substitute) will be available 24 hours a day. Information regarding the experience of such person(s) shall also be provided if requested by the Village.
2. Each employee operating a vehicle shall at all times carry a valid Operator's License for the type of vehicle the employee is operating. All Contractor employees involved in the collection of solid waste within the Village's corporate limits shall wear uniforms. Contractor shall conduct drug and alcohol testing of all employees involved in the collection of solid waste in the Village as required by any applicable federal or state law, rule, or regulation. All employees of Contractor engaged in providing solid waste collection services in the Village shall carry official company identification cards and shall present such identification upon request. Employees of Contractor in providing solid waste collection services in the Village shall be neat and orderly and shall be courteous to residents of the Village and employees of the Village.
3. The Village may request the transfer or dismissal of any employee of Contractor violating any provision of this Contract or who is negligent, discourteous or unsafe behavior in the performance of the employee's duties.
4. Contractor shall provide operating and safety training for all employees engaged in providing the services provided for under this Contract.
5. The Contractor shall notify the Village in writing of any Contractor related accident that occurs in the Village.
6. Contractor and all of its employees will adhere to the Drug and Alcohol Policy set forth in the Union (Teamsters Local 731) Labor Contract.

C. Compliance with County Recycling Ordinances

Contractor agrees to comply with the Will and DuPage County Recycling Ordinances.

D. Notification

Contractor will notify the residents of Bolingbrook of any changes or additions to the solid waste program at the sole expense of Contractor.

E. Performance and Strikes

Should Contractor for any reason fall more than seven days behind in its collection schedule or fail to collect solid waste on the scheduled collection date for two consecutive weeks, then the Village may at its option, cause such solid waste to be collected and disposed of and all expenses incurred by the Village shall be paid by Contractor. Such payment shall be made within thirty (30) days after the Village notifies Contractor as to the amount due. In the event that Contractor cannot provide the collection services required under this Contract due to a strike, Contractor, at no cost to the Village or Village residents, shall supply six (6) thirty-yard dumpsters or other similar containers into which solid waste can be deposited by residents during the duration of the labor dispute. Contractor shall provide for the disposal of the solid waste deposited in the dumpsters. Contractor shall dispose of any solid waste in the dumpsters and replace a dumpster with an empty dumpster within twenty-four (24) hours after being notified to do so by the Village. The location of the dumpsters shall be determined by the Village.

F. Quarterly Reports

Contractor shall prepare and submit to the Village quarterly reports, due by the 20th day of each January, April, July, and October. The quarterly report shall cover the three-month period which ended on the last day of the previous month before the date the report is due. The quarterly report shall include, but not be limited to the following information:

1. Total tons of refuse, recyclables (by type), and landscape waste (by type) collected each month.
2. The logs maintained by Contractor as described above; and
3. The name and location of the refuse, recycling, and compost facilities used by Contractor.
4. Total number of two-wheeled carts rented monthly for refuse and recycling.

All reports, data, and information, once supplied to the Village, will become the property of the Village for use by the Village as it deems proper in the reasonable exercise of the Village's discretion without obligation to any person, firm, or corporation. The Village reserves the right to audit, at the Village's cost, the financial and administrative records of Contractor as they pertain to the solid waste collection and disposal services provided by Contractor pursuant to this Contract. Contractor shall make its financial and administrative records available for audit by the Village upon reasonable notice and at a reasonable time and location.

ARTICLE VI - COLLECTION AND BILLING

A. Collection Equipment

Contractor shall provide two-wheeled carts for rent per exhibit and any other related equipment necessary for collection to each residence for refuse, landscape waste, and recyclables. All carts and dumpsters remain the property of Contractor and shall be repaired or replaced, as needed, by Contractor.

B. Billing

1. Contractor shall invoice the Village in advance of services on a monthly basis. The Village and Contractor will determine the monthly unit count to be billed based on the total units within the Village that may be serviced.
2. Contractor shall invoice any resident renting two-wheeled carts for service collection, in addition residents that require any special collections billing will be coordinated between the resident and the Contractor.
3. In the event the Village requires Contractor to administer billing, both parties will work together to establish program and adjustments to rates.

ARTICLE VII - RATES

The rates set forth below are the rates to be charged to Village by Contractor for services provided pursuant to this Contract. SEE EXHIBIT A.

ARTICLE VIII GENERAL PROVISIONS

A. Contractor's Bonds and Insurance

1. Faithful Performance Bond.

Throughout the term of this Contract, Contractor shall furnish to, and maintain on file with the Village a letter of credit or bond payable to the Village in the form of a faithful performance bond, secured by a surety company acceptable to the Village, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of the bond shall be for not less than One Hundred Thousand Dollars (\$100,000). The surety company providing the faithful performance bond shall be a minimum policyholder's rating of A+ and a minimum financial rating of AAA and in all other respects is acceptable to the Village of Bolingbrook. The form of the bond shall be subject to the approval of the Village's attorney, which approval shall not be unreasonably withheld. This Contract shall not be effective until the letter of credit or bond is received, reviewed, and accepted by the Village.

2. General Liability, Automobile and Workers' Compensation Insurance. Exhibit B.

B. Subcontracting and Assignment of Contract

This Contract shall not be assigned or transferred by Contractor without the consent of the Village in writing and, further, none of the services to be provided under this Contract shall be subcontracted without consent of the Village in writing. Such assignment shall not relieve the Contractor from any obligations under, or change the terms of, this Contract.

C. Compliance with Applicable Laws; Permits and Licenses

Contractor shall comply with any and all applicable laws in connection with the collection and disposal of solid waste from within the Village and in the performance of any of its other obligations under this Contract. Contractor shall not act or fail to act in any manner which shall cause the Village to be in violation of any applicable law, rule or regulation. Contractor shall obtain at its own expense all permits and licenses required by federal, state, county and local law or ordinance and maintain such permits and licenses in full force and effect during the Initial and any Extension Term of this Contract.

D. Certification of Eligibility

Contractor certifies that it is not barred from bidding on contracts offered for bid by any unit of state or local government in the State of Illinois as a result of having been convicted of a violation of either Section 33E-3 [Bid Rigging] or Section 33E-4 [Bid Rotation] of the Illinois Criminal Code.

Contractor certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

This Contract shall terminate and be of no further force and effect (1) if Contractor is convicted of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code, (2) if Contractor becomes delinquent in the payment of any tax administered by the Illinois Department of Revenue or (3) if Contractor otherwise becomes ineligible to contract to perform the services provided for under this Contract or provide solid waste collection services to the Village under any applicable law.

E. Indemnification

Contractor shall indemnify and hold harmless the Village, its officers, elected and appointed officials, and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of Contractor under this Contract, including operations of subcontractors; and Contractor shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered

against the Village in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by Contractor, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of Contractor where such loss, destruction or damage is to Village property. Contractor shall do nothing to prejudice the Village's right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

F. Default and Termination

- (a) The following shall constitute "Events of Default":
- (i) Contractor fails to perform the services as outlined in this Contract within the time specified in the Contract; or
 - (ii) Contractor fails to make progress so as to endanger the performance of the Contract; or
 - (iii) Contractor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required under the terms and provisions of this Contract; or
 - (iv) The dissolution or liquidation of Contractor (other than in connection with a permitted assignment); the filing by Contractor of a voluntary petition in bankruptcy naming Contractor as the debtor unless such petition is dismissed within thirty (30) days after it is filed; an assignment by Contractor for the benefit of its creditors; the entry by Contractor into an agreement for composition with its creditors; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment or composition of or in respect of Contractor under the Federal Bankruptcy Act or any similar state or federal law; or the appointment of a receiver, trustee or other similar official for Contractor or its property, unless, within thirty (30) days after such appointment, Contractor causes such appointment to be stayed or discharged.
- (b) If the Village terminates the Contract, the Village may procure supplies or services similar to those so terminated, and Contractor shall be liable to the Village for any excess costs for similar supplies and services. Failure to execute the Contract will,

at the option of the Village, constitute a breach of this Contract, and the Village will be entitled to forfeiture of the performance bond accompanying the proposal, not as a penalty, but as liquidated damages, in addition to any other relief entitled to the Village either under the terms and provisions of this Contract or as provided by law.

- (c) The non-defaulting party shall serve upon the defaulting party notice of its intention to terminate this Contract and this Contract shall terminate seven (7) days from the date notice of termination is served upon the defaulting party, at which point this Contract shall automatically terminate and the initial term, or extension term, if the default occurs during the extension term, shall be considered to have expired.

G. Disaster and Emergency Clean Up

In the event of a major weather event, disaster, civil unrest or other unforeseen event, the Village may require Contractor to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("Community-Wide Emergency Collection"). The Village will provide Contractor with no less than 24 hours written notice of the need for a Community-Wide Emergency Collection. The Village pay for all costs associated with a Community-Wide Emergency Collection at a fee mutually agreed to by the Village and Contractor.

H. Compliance Affidavit - See Exhibit D.

I. Non-Waiver

Failure of either party hereto to insist on the strict performance of any of the provisions herein or to exercise any of the rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring because of any future or continued default or failure of performance.

J. Notices

Unless otherwise expressly specified, all notices to be given pursuant to this Contract shall be given in writing and shall be deemed given when delivered by messenger, facsimile transmission or by the United States mails (and, if mailed, shall be deemed received two (2) business days after the postmarked date thereof), with postage prepaid, registered, or certified, and if intended for the Village, delivered or addressed to:

Village Mayor
Village of Bolingbrook
375 W. Briarcliff Road
Bolingbrook, Illinois 60440

With copy to
Burt Odelson
Village Attorney
3318 W. 95th Street
Evergreen Park, IL 60805

and if intended for Contractor delivered or addressed to:

Flood Bros. Disposal Co.
Attn: President
17W609 14th Street
Oakbrook Terrace, Illinois 60181

Either party may change the address to which notices for such party are to be sent by giving notice of such change to the other party in the manner herein above provided. Unless Contractor is notified otherwise or unless this Contract provides otherwise, all correspondence and other contact between the Village and Contractor shall be made through the Village Administrator or such other person as may be designated in this Contract or designated by the Village Mayor to handle a particular matter relating to this Contract or the collection of solid waste within the Village by Contractor.

K. Legal Fees

The prevailing party in any legal or equitable action which may be brought as a result of a breach of the provisions of this Contract or to otherwise enforce the terms of this Contract shall have the costs it incurs, including, but not limited to reasonable attorneys' fees, as a result of such legal or equitable action, paid or reimbursed by the other party.

L. Applicable Law and Venue

The construction, interpretation and enforcement of this Contract shall be governed by Illinois Law. Venue for any legal or equitable action relating to this Contract shall be in Will and DuPage County, Illinois.

M. Equal Employment Opportunity Compliance

In performing this Contract and providing services pursuant to this Contract, Contractor shall comply with all applicable federal and state laws relating to equal employment opportunities, including all applicable laws which prohibit discrimination in employment, including but not limited to the Illinois Human Rights Act, (775 ILCS 5/1-101 et seq.)

N. Headings

The headings used in this Contract are for the convenience of the parties and are not a part of the Contract. The headings do not modify the Contract and shall not affect the meaning of any of the provisions in this Contract.

O. Modification and Amendment

This Contract may be modified or amended only by a written instrument signed on behalf of both the Village and Contractor.

P. Entire Contract

This Contract constitutes the entire agreement of the parties and supersedes all previous communications, representations, or agreements, either verbal or written between the parties.

Q. Cooperation

The Village and Contractor each acknowledge the working nature of this Contract and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Contract.

R. Severability

If any provision or part thereof of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or part of this Contract and any provision not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Contract meaningless or grossly inequitable.

S. Binding Effect

This Contract shall be binding upon and inure to the benefit of the parties, their successors, and assigns, subject to the provisions of Section VIII (B).

T. Challenge to Legality of Contract

In the event an action is filed at law or in equity which challenges the validity of this Contract, the Village shall have the right to terminate this Contract by giving thirty (30) days' notice to Contractor, unless Contractor, within such thirty day period agrees to reimburse the Village for any reasonable legal fees and other costs and expenses the Village incurs in defending against such action and agrees to indemnify the Village for any liability the Village might incur as a result of such action.

U. Independent Contractors

The relationship created between Contractor and the Village by this Contract is that of independent contractors. The provisions of this Contract shall not be construed in such a way to constitute the Village and Contractor as joint ventures or partners or make either party the agent of the other or to make either party liable for the debts or other obligations of the other.

V. Number of Copies

This Contract may be executed in two (2) copies per party, each of which shall be considered to be an original for all purposes.

W. Change in Laws

Throughout the term of this Contract, Federal, State, County or local legislation may change in a way that may impact the terms of the Contract. Contractor and the Village agree to negotiate those items that constitute a significant impact in the Contract and agree to binding arbitration in the event the parties cannot reach agreement.

X. Excused Non-Performance / Force Majeure

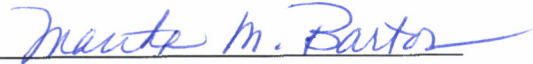
The obligations of the Contractor hereunder shall be suspended in the event the collection, transportation or disposal of Waste is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to acts of God, acts of war, governmental laws, regulations, requirements, orders, or actions (however, this shall not apply to new laws or regulations about disposal of refuse or recyclables as Contractor shall adapt to any such laws or regulations); national defense requirements; injunctions or restraining orders relative to Contract; or labor strikes. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within a reasonable time after it has knowledge of the effective cause, notify the Municipality of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the Municipality when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor will promptly resume performance. Provided, however, that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Contractor in bad faith or over which it has reasonable power or control. During the time of suspension, Contractor shall provide, and empty dumpsters as provided above.

SIGNATURE PAGES PER ATTACHED

Village of Bolingbrook

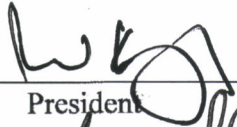
Date: 4/28/22

By: 
Village Mayor

Attest: 
Title: Village Clerk

Flood Bros Disposal Co.

Date 4/28/22

By: 
President

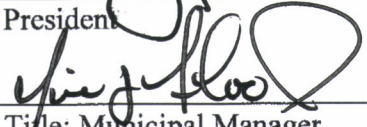
Attest: 
Title: Municipal Manager

EXHIBIT A

EXHIBT A

Schedul of Prices for Residentail Refuse and Recycling Collection Program May, 1 2022 to April 30, 2029

Flood Brothers			
Annual Increase (2.75%)			
Start	End	Single Family	Multifamily Dumpster
May 1, 2022	April 30, 2023	\$19.75	\$10.00
May 1, 2023	April 30, 2024	\$20.29	\$10.28
May 1, 2024	April 30, 2025	\$20.85	\$10.56
May 1, 2025	April 30, 2026	\$21.42	\$10.85
May 1, 2026	April 30, 2027	\$22.01	\$11.15
May 1, 2027	April 29, 2028	\$22.62	\$11.45
May 1, 2028	April 30, 2029	\$23.24	\$11.77

Rental of Toters

\$30.00 per year

Option A

95 G Refuse and 65 G Recycling

Option B

35 G Refuse and 35 G Recycling

Rental of Additonal Toter (One (1) Max)

\$30.00 per year

Either 95 G Refuse or 65 G Recycling

Bulk Item in Excess of One Per Week

\$8.00 per item

**Residents must call in advance for pick up.*

Special Collections (Construction, Heavy Items)

\$15.75/yd (min 2 yds)

EXHIBIT B

Exhibit B - (per attached)

Insurance

Commercial General Liability

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Proposers, Contractual and Personal Injury/Advertising Injury.

Limits:

General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:

Combined Single Limit Per Accident	\$2,000,000.00
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The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

Workers' Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

Employers' Liability:

Limits:

Each Accident	\$1,000,000.00
Each Employee Bodily Injury by Disease	\$1,000,000.00
Policy Limit Bodily Injury by Disease	\$1,000,000.00

Exhibit B - (per attached)

Insurance

Umbrella/Excess Liability

To apply as excess over Commercial General Liability, Auto Liability and Employer's Liability.

Limits:

Per Occurrence	\$5,000,000.00
Annual Aggregate	\$5,000,000.00

If Pollution Liability coverage is written on a claims-made form:

- The retroactive date must be shown and must be before the date of the Agreement or the beginning of contract work.
- Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of contract work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Other Insurance Provisions

The insurance policies set forth in Items A, E and F above shall continue to be maintained for a period of three (3) years following the termination or expiration of this Agreement.

The insurance policies set forth above are to contain, or be endorsed to contain, the following provisions:

- The Village, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out.
- For any claims related to the performance of the Contractor's work, Contractor's insurance coverage shall be primary insurance as respects to the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village for all work performed by the Contractor, its employees, agents, and subcontractors.
- The Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the Village in no way releases the Contractor from the requirements set forth herein.

DEVELOPMENT	OCC. UNITS	PLATTED	ULTIMATE	POP.	ULT.	ACRES	UNITS/ACRE	ZONING	YEAR	YEAR	SSA	PUD	DEVELOP
	11/30/21	UNITS	UNITS	11/30/21	POP.				START	COMP.			
SGL. FAM. ATTACHED													
ASPEN TRAILS	8	18	18	28	59	1.3	13.8	R-3	2005		No	Yes	MITROFF
BEACONRIDGE	583	583	583	1,918	1,918	80	9.7	R-6	1987	1979	No	No	K & B
BELLA VISTA TOWNHOMES	79	81	81	260	260	19.7	4.1	R-3	2007		No	Yes	HARTZ
BLUEBELL RIDGE	32	79	79	108	260	16.3	4.0	B-2	2018		No	Yes	HARTZ
BOUGHTON RIDGE TOWNHOMES	63	63	63	174	174	8	6.5	R-3	1998	2003	No	Yes	BRANDON
BROOKPOINT (Minico Fms.)	11	11	11	38	38	2	7.1	R-4	1978	1977	No	Yes	CENTEX
CARRIAGE HOMES/WOODDED CR.	39	39	39	128	128	6	8.8	R-3	1985	2002	No	Yes	OPTIMUM
CHANTICLEER (Pharmax Ch.2)	70	70	70	230	230	10	7.0	R-7	1994	1997	No	Yes	RAS DEV.
CLUSTERS	185	198	198	645	645	28	7.8	R-5	1978	1983	No	No	BURETY
COUNTRY MANORLANE	292	292	292	981	981	39	7.6	R-4	1974	1979	No	Yes	U.S. HOM
DUNHILL ESTATES	35	35	35	115	115	27	1.3	R-7	1979	1981	No	Yes	1ST CONS
ENCLAVE	201	202	202	661	665	17	11.7	R-6	1997		No	Yes	FORDHAM
INDIAN OAKS T.H.	508	508	508	1,655	1,665	68	9.0	R-5	1971	1988	No	Yes	HOFFMAN
JAMES PONTE	8	8	8	28	28	1	6.7	R-3	1995	1997	No	Yes	RLB
LILY FIELD	82	82	82	270	270	10	5.1	R-7	1998	2002	No	Yes	WALSH
PATRIOT PLACE, VILLAS OF	123	123	123	405	405	58	3.8	R-3/R-5PU	2005		No	Yes	RYLAND
PICARDY LANE	72	72	72	237	237	14	5.0	R-7	1993	1998	No	Yes	JOS. FRE
PINESBROOK	76	76	76	247	247	13	6.8	R-4	1988	2001	No	Yes	CENTEX
PINELOW/SHARIDGE	422	422	422	1,388	1,388	39	10.8	R-6	1972	1983	No	Yes	K & B
ROBINHOOD	18	18	18	59	59	2	7.7	R-5	1991	1983	No	Yes	POPP
ROBINHOOD WAY I (TH)	14	14	14	48	48	10	1.6	R-5	1972	1974	No	Yes	HOFFMAN
SHERWOOD COMMONS	78	78	78	257	257	8	9.8	R-6	1990	1982	No	Yes	A.R.K.
TOWN CENTRE PARC	250	276	276	823	905	24	11.4	R-7	1993		No	Yes	BIGELOW
WHISPERING OAKS TOWNHOMES	94	97	97	309	319	17	5.8	R-6	2002		No	No	PASQUIN
WINSTON BROOK	6	7	7	20	23	2	3.8	R-6	1992		No	Yes	BALTSBEN
WINSTON TRAILS	17	17	17	55	58	2	8.5	R-6	1991	1993	No	Yes	PALMER
WINSTON VILLAGE	649	649	649	2,135	2,135	79	8.9	R-6	1971	1976	No	No	CENTEX
Totals	4,013	4,102	4,102	13,203	13,495	545	7.8						
APARTMENTS													
1412 W. Doughton	4	4	4	8	8	0.4	10.0	R-3					
PROMENADE APARTMENTS (aka - INNSBR)	475	475	475	886	906	20	16.4	R-7	1971	1977	No	Yes	NORMAN
RIVER RUN	374	374	374	776	778	48	8.1	R-6	1999	2001	Yes	Yes	LINCOLN
RIVERSTONE	789	789	789	1637	1,637	38	20.6	R-7	1971	1980	Yes	Yes	VAVRUS
SPRINGS @ LIY CACHE	320	320	320	884	884	28	11.4	B-2	2021		Yes	Yes	CONTINE
TAPESTRY PROMENADE	288	288	288	598	598	21	13.7	R-3	2014		No	Yes	LENNAR
WINSTON OAKS	10	10	10	33	33	1	18.0	R-5	1971	1979			CENTEX
Totals	2,268	2,268	2,268	4,702	4,702	184	13.8						
SENIOR LIVING													
REVERE COURT OF BOLINGBROOK	40	40	40	40	40	4.3	9.4	R-7	2012	2013	No	Yes	THE LISA
ATRIA @ RIVER TRAIL	128	128	128	265	265	5.8	21.7	B-2	2017	2018	No	Yes	CA BENC
GREENLEAF APARTMENTS	321	321	321	664	664	13	23.0	R-7	1975	1982	No	No	NORMAN
MCKENZIE FALLS (aka Cypress creek)	106	105	105	217	217	14	7.8	B-2	2004	2011	Yes	Yes	CRYSTAL
MEADOWBROOK MANOR NURSING HOME	298	298	298	298	298	7	40.6	B-2	1989	1991	Yes	Yes	BUTTERF
HERITAGE WOODS	105	105	105	105	105	3	30.4	O-1	2007	2009	Yes	Yes	HOMEWR
TOTALS	997	997	997	1,599	1,599								
VILLAGE TOTALS	24,972	25,347	25,550	77,558	79,427	7,005	3.6						

EXHIBIT F



