



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

Awarding Bid for Household Hazardous Waste Collection

WHEREAS, the Illinois Solid Waste Planning and Recycling Act mandates counties to plan for the management of solid waste; and

WHEREAS, the Will County adopted the third five-year update of the "Will County Solid Waste Management Plan", on November 20, 2008; and

WHEREAS, in keeping with the County's Solid Waste Plan, Will County will provide options to the public for the safe collection and appropriate management and disposal of Household Hazardous Waste when funding is available and in response to program needs; and

WHEREAS, Waste Management, Inc., pursuant to the "Host Agreement and Agreement for Operation/Development of the Will County Landfill" will pay for two (2) household hazardous waste collections per year each spring for the life of the landfill; and

WHEREAS, on April 12, 2019, the County Executive's Office opened four (4) bids to provide household hazardous waste collection services, for up to six (6) household hazardous waste collections per year and as needed pharmaceutical waste pickup from the County Warehouse and as needed paint collection supplies drop off or paint pickup at county partner sites for a three (3) year period; and

WHEREAS, the Resource Recovery & Energy Division staff has recommended, and the Executive Committee concurs, that the bid for household hazardous waste collection services be awarded to the lowest responsible and responsive bidder, Clean Harbors Environmental Services, Dolton, IL, for an approximate cost of \$36,646 per average event; and all costs associated with this agreement will be paid from the Solid Waste Management fund.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby awards the agreement for the household hazardous waste collection services to the lowest responsible and responsive bidder, Clean Harbors Environmental Services, Dolton, IL for a three (3) year period, starting June 1, 2019 and ending May 31, 2022.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 16th day of May, 2019.

AYES:	Ogalla, Summers, Koch, Rice, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Dollinger, Marcum, Berkowicz, Cowan, Tuminello, Weigel, Ferry, Kraulidis
ABSENT:	Moustis, Moran

Result: Approved - [Unanimous]

Lauren Staley Ferry
 Lauren Staley Ferry (SEAL)
 Will County Clerk

Approved this 23rd day of May, 2019.

Lawrence M. Walsh
 Lawrence M. Walsh
 Will County Executive

**FROM THE DESK OF
RITA WEISS**

PURCHASING DIRECTOR

BID HISTORY

ITEM: 2019-24 HOUSEHOLD HAZARDOUS WASTE COLLECTION BID

DEPARTMENT: LAND USE, WASTE SERVICES DIVISION

BID LETTING: MARCH 22, 2019

PUBLISHED NOTICE: HERALD NEWS, JOLIET, MARCH 26, 2019

BID OPENING: APRIL 12, 2019, 9:10 A.M.

LOCATION: WILL COUNTY OFFICE BUILDING
302 N. CHICAGO ST.
JOLIET, IL. 60432

BIDDING RESULTS:

NUMBER RELEASED: 15 & INTERNET

NUMBER RETURNED: 4

BIDDER:

TOTAL FOR ONE EVENT*

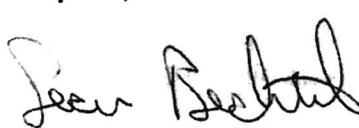
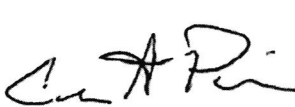
Clean Harbors Environmental Services, Dolton, IL	\$ 36,646
Heritage Environmental Services, LLC, Indianapolis, IN	\$ 47,899
Tradebe Treatment & Recycling, Merrillville, IN	Disqualified – no signed agreement
Veolia Environmental Services, East Chicago, IN	Disqualified – no signed agreement

Recommendation from Dean Olson, Resource Recovery & Energy Division Director, and David Hartke, Household Hazardous Waste Program Manager, is to select lowest, responsible bidder, **Clean Harbors Environmental Services, Dolton, IL**, for the approximate cost of **\$ 36,646 per average event**. This will be a three (3) year contract, from June 1, 2019 through May 31, 2022.

BID TABULATION SHEET

ORIGINAL

DEPARTMENT: BID #2019-24 HHW COLLECTION, RESOURCE RECOVERY & ENERGY
 DUE: 4-12-19, 9:00 AM OPENED: 4-12-19, 9:10 AM

BIDDER	REQUIREMENTS	TOTAL
Clean Harbors Environmental Svcs Dolton, IL	\$5,000 BID BOND: Bond PRIME CERT: Y ADDENDA (2) REC'D: Y FORMS SIGNED: Y	Mobilization Cost <250 Vehicles \$ 9,793.00 250 -499 \$ 11,515.00 500-749 \$ 14,163.00 750-999 \$ 17,812.00 1000-1249 \$ 20,131.00 1250-1499 \$ 26,098.00 1500-2000 \$ 30,736.00 Inc Price Increase \$ 49.00
Tradebe Environmental Svcs, LLC Merrillville, IN	\$5,000 BID BOND: Bond PRIME CERT: Y ADDENDA (2) REC'D: Y FORMS SIGNED: Y	Mobilization Cost <250 Vehicles \$ 1,878.00 250 -499 \$ 2,900.00 500-749 \$ 4,599.00 750-999 \$ 5,454.00 1000-1249 \$ 7,452.00 1250-1499 \$ 7,800.00 1500-2000 \$ 8,766.00 Inc Price Increase \$ 53.00
Heritage Environmental Svcs LLC Indianapolis, IN 	\$5,000 BID BOND: Bond PRIME CERT: Y ADDENDA (2) REC'D: Y FORMS SIGNED: Y	Mobilization Cost <250 Vehicles \$ 16,515.00 250 -499 \$ 24,120.00 500-749 \$ 32,290.00 750-999 \$ 40,480.00 1000-1249 \$ 47,730.00 1250-1499 \$ 55,500.00 1500-2000 \$ 69,725.00 Inc Price Increase \$ 72.00
Veolia East Chicago, IN 	\$5,000 BID BOND: Bond PRIME CERT: Y ADDENDA (2) REC'D: Y FORMS SIGNED: Y	Mobilization Cost <250 Vehicles \$ 15,010.00 250 -499 \$ 18,205.00 500-749 \$ 24,280.00 750-999 \$ 31,025.00 1000-1249 \$ 37,250.00 1250-1499 \$ 47,750.00 1500-2000 \$ 59,200.00 Inc Price Increase \$ 63.00

Attachment: Award Docs HHW (19-133 : Awarding Bid for Household Hazardous Waste Collection)

PRESENT: Rita Weiss, Kevin Lynn, Dave Hartke, Eric Proberka

Beth Adams

Subject: FW: Recommendation of Contractor for Household Hazardous Waste Program

From: Rita Weiss
Sent: Thursday, May 9, 2019 11:34 AM
To: Dave Hartke <dhartke@willcountygreen.com>; Beth Adams <badams@willcountyillinois.com>
Cc: Kevin Lynn <klynn@willcountyillinois.com>; Dean Olson <dolson@willcountygreen.com>; Eric Fasbender <efasbender@willcountygreen.com>
Subject: RE: Recommendation of Contractor for Household Hazardous Waste Program

Thanks for the discussion regarding dates. As we decided, we will use the June 1, 2019 – May 31, 2022 dates as listed in the bid document, and will have the vendor sign a new agreement with those dates or have them initial the original with the dates edited. Please reach out to vendor and send copy of new document to Beth and myself to be attached to the resolution.

Thank you,
Rita

From: Rita Weiss
Sent: Wednesday, May 8, 2019 3:59 PM
To: Dave Hartke <dhartke@willcountygreen.com>
Cc: Kevin Lynn <klynn@willcountyillinois.com>; Dean Olson <dolson@willcountygreen.com>; Eric Fasbender <efasbender@willcountygreen.com>
Subject: RE: Recommendation of Contractor for Household Hazardous Waste Program
Importance: High

Hi Dave,
Beth just called from County Board regarding the dates on your memo attached, which lists the bid is for 3 years, beginning July 1, 2019 – June 30, 2022. However, my documents state the contract begins June 1, 2019 – May 31, 2022, which is what was listed on the bid, so we need to be consistent with the bid. Just in case anyone questions that tomorrow, I wanted to give you a “heads up” that we are using the dates listed in the bid.
Thanks,
Rita

Attachment: Award Docs HHW (19-133 : Awarding Bid for Household Hazardous Waste Collection)

WILL COUNTY LAND USE DEPARTMENT
 Resource Recovery & Energy Division
 58 E. Clinton Street
 Joliet, Illinois 60432

MEMORANDUM

DATE: April 22, 2019
 TO: Will County Executive Committee
 FROM: Dean Olson, Resource Recovery & Energy Division Director
 Dave Hartke, Household Hazardous Waste Program Manager
 RE: Recommendation of Household Hazardous Waste Contractor

In keeping with the Will County Solid Waste Management Plan approved by the Will County Board, the County will provide options to the public for the safe collection, appropriate management, and disposal of Household Hazardous Waste when funding is available and in response to program needs. Furthermore, pursuant to the "Host Agreement and Agreement for Operation/Development of the Will County Landfill" with Waste Management, Waste Management will pay for two Household Hazardous Waste Collection events each spring for the life of the Landfill Agreement. Therefore, the County conducts a minimum of two household hazardous waste collection events per year and may conduct up to six events per year. Historically, the County has conducted three to six events each of the last 20 years.

As part of the bid, the County requested additional services such as the delivery of supplies, costs for those supplies, and the removal of residentially generated hazardous waste from County designated locations. The Resource Recovery and Energy Division requested the Purchasing Department to issue RFB's for the purpose of selecting a contractor to provide the outlined services once executed. The contract period for Household Hazardous Waste Collection and related services will be from July 1, 2019 until June 30, 2022.

The County received acceptable bids from Clean Harbors Environmental Services, Inc. and Heritage Environmental Services, LLC. The County received bids from Tradebe Environmental Services, LLC, and Veolia ES Technical Solutions, LLC that were disqualified due to incomplete submittal requirements and/or a lack of one or more submittal requirements by the bid document. Please see the attached documents for a breakdown of our evaluation and cost comparison. The contractors that bid were evaluated on Proposal Content, Service Abilities, Technical Requirements, Availability, Liability Protection, Financial Responsibility & Compliance History, Disposal Costs, Mobilization Costs, and References. The bidder with the highest evaluation score and the lowest estimated costs (\$36,646) for an average event was Clean Harbors Environmental Services, Inc. Furthermore, Clean Harbors Environmental Services, Inc. was the only acceptable bid that included costs for recycling of latex paint, which is preferred over disposal and fuel blending for latex paint, a significant waste stream for our events. **Therefore, after careful review, Resource Recovery & Energy Division staff recommends Clean Harbors Environmental Services, Inc. to perform Household Hazardous Waste Collection services for Will County for the next contract period.**

County of Will, Household Hazardous Waste Program, Bid #2019-24 Review
 Bid Tabulation Sheet (Submittal Requirements per Page 5 of Instructions to Bidders)

Submittal Requirements	Bids Submitted by:			
	Clean Harbors	Heritage	Tradebe	Veolia
\$5,000 Deposit, in the form of a Bid Bond or Cashier's Check	Y	Y	Y	Y
Signed Copy of Prime Contractor Certification	Y	Y	Y	Y
Signed and completed Receipt of Addenda Form	Y	Y	Y	Y
Signed and Completed Bid Form	Y	Y	Y	Y
General Information Sheet (Attachment A)	Y	Y	Y	Y
References (Attachment B)	Y	Y	Y	Y
Contractor Qualification Sheet (Attachment C)	Y	Y	Y	Y
Disposal Cost Sheet (Attachment E)	Y	Y	Y	Y
Destination Facilities (Attachment F)	Y	Y	Y	Y
Mobilization, Drum delivery and pickup, and Paint collection site cost sheet (Attachment G)	Y	Y	Y	Y
List of Available Dates (Attachment H)	Y	Y	Y	Y
Example of Site Safety Plan (Attachment I)	Y	Y	Y	Y
Description of Operations	Y	Y	Y	Y
Compliance History	Y	Y	Y	Y
Financial Information	Y	Y	Y	Y
Signed Agreement/Contract	Y	Y	N	N
Qualified Bid per BID Requirements	YES	YES	NO	NO

Will County Household Hazardous Waste Collection Program Bid # 2019-24 -- Cost Comparison

Typical Waste Streams*	Average Quantity/Event*	Bidder Costs	
		Clean Harbors	Heritage
Aerosols Poison/Toxic LP	1 drum (30 gallon)/50 pounds	115	142
Aerosols Flammable	3 CY Boxes/1,150 pounds	1,386	525
Antifreeze (Bulked in truck or drums)	90 gallons/ 2 drums (55-gal)/ 801 pounds	84	166
Batteries Lithium	1 drum (5 gallon)/ 20 pounds	50	279
Batteries Ni-Cad	2 drums (5-gallon)/ 35 pounds	80	108
Corrosive Acids LP	2 drums (55-gallon)/250 pounds	372	668
Corrosive Caustics LP	2 drums (55-gallon)/ 315 pounds	372	668
Cylinders, Propane- Handheld	70 handheld cylinders/140 pounds	770	490
Flammable liquids/Oil Based Paint LP	9 CY Boxes/7450 pounds	2,340	1,485
Flammable liquids/Paint LP	12 drums (55-gallon)/3,060 pounds	2,388	804
Flammable Liquids/Solvents Bulked	6 drums (55-gallon)/ 2140 pounds	516	300
Compact Fluorescent/Mercury Bulbs	3 drums (55-gallon)/ 335 pounds	221	559
Flourescent Lamps, 4ft bulbs	14 boxes/ 303 pounds	200	106
Flourescent Lamps, 8ft bulbs	4 boxes/ 76 pounds	50	27
Latex Paint LP - Recycled **	23 CY boxes/19560 pounds	9,361	7,199
Lead-Acid Batteries	1 pallet/ 720 Pounds	245	94
Lead-Acid Batteries	2 drums (30 gallon)/ 200 pounds	68	26
Medical Waste/Sharps	1 (5 gallon)/ 20 pounds	158	128
Mercury	1 drum (5-gallon)/ 30 pounds	181	546
Metallic Paint (Aluminum, Zinc) LP	1 drum (15-gallon)/105 pounds	290	198
Oxidizers-Liquids LP (Incinerated)	2 drums (55-gallon)/ 310 pounds	678	830
Oil	450 gals/ 8 drums (55-gal) 1 drum (30-gal)/ 3300 Pounds	420	549
Reactives	3 drums (5-gallon)/ 15 pounds	462	297
Toxic Liquids	12 drums (55-gallon)/ 2350 pounds	2,640	4,008
Toxic Solids/Poisons LP	3 CY Box / 1700 pounds	1,494	3,099
Unused/Outdated Pharmaceuticals (non-controlled)	2 drums (30-gallon)/ 175 pounds	190	478
Subtotal Disposal Costs		25,131	23,779
Percentage above LOW BID for Disposal Costs		5.69%	LOW BID
Mobilization Fee for average event (460 vehicles)		11,515	24,120
Percentage above LOW BID for Mobilization Costs		LOW BID	109%
Mobilization and Disposal costs (Total Event Costs)		36,646	47,899
Percentage above LOW BID for Total Event Costs		LOW BID	31%

* The "Typical Waste Streams " and "Average Quantity/Event" amounts are based upon Will County's previous collection data from the six events conducted in 2018. Not all possible waste categories are represented.

** Heritage submitted "NO BID" for Latex Paint Recycling. However, both contractors submitted costs for Latex Paint Fuel Blending and Latex Paint Solidification & Landfilling. Latex Paint Fuel Blending costs were utilized for this comparison since this method of destruction is considered to be more beneficial to the environment and therefore, preferred by the County.

EVALUATION OF BIDS (Bid # 2019-24)

For County of Will Household Hazardous Waste Collection Program

Bidder	Proposal Content (5)	Service Abilities (10)	Technical Requirements (5)	Availability (5)	Liability Protection (5)	Financial Responsibility & Compliance History (5)	Disposal Costs ¹ (35)	Mobilization Costs ² (25)	References (5)	Total Score Possible (100)
Clean Harbors	5	10	5	5	3	3	33	25	5	94
Heritage	5	10	4.8	5	0	4	35	0	5	68.8
Tradebe Env. Services	Agreement Not Signed									DB ³
Veolia Env. Services	Agreement Not Signed									DB ³

Maximum number of points per criteria is listed above each column in parentheses. Bidder with highest evaluation score is recommended.

Notes:

1. The bid with the lowest disposal costs when applied to the average amount of household hazardous wastes received at County events as listed within Attachment D of the Request For Proposals received the maximum number of points. Bids with disposal costs higher than the low bid were deducted award points based on the percentage above the low bid. For example, a bid 10% higher than the lowest bid would be deducted 3.5 award points, a bid 50% higher than the lowest bid would be deducted 17.5 award points, a bid 100% or more higher than the lowest bid would be deducted all award points.
2. The bid with the lowest mobilization cost per average County event as listed in Attachment D of the Request For Proposals received the maximum number of award points. Bids with costs higher than the low bid were deducted award points based on the percentage above the low bid. For example, a bid 10% higher than the lowest bid would be deducted 2.5 award points, a bid 50% higher than the lowest bid would be deducted 12.5 award points, a bid 100% or more higher than the lowest bid would be deducted all award points.
3. "DB" indicates Disqualified Bid due to incomplete submittal requirements and or lack of one or more submittal requirements per page 5 of "Instructions to Bidders".

County of Will, Household Hazardous Waste Program, Bid #2019-24 Review

Bidder Name: CLEAN HARBORS ENVIRONMENTAL SERVICES	County comments regarding bid review	Points Earned (Possible points 100)
<u>Proposal Content</u> – Responsiveness to RFP (5 points).	Positives: All required forms, attachments, and Agreement signed. Negatives: None.	5
<u>Service Abilities</u> - Exhibit abilities and limitations, proximity of staff and equipment deployment location (10 points).	Positives: Deployment location 18-60 miles away, Dolton, IL. Thorough list of available equipment. Extensive experience. Service ability description thorough. Negatives: None.	10
<u>Technical Requirements of Specifications</u> - Indicate a plan to successfully provide the services required. This should include a description of your operations of the work described within the Scope of Work (5 points).	Positives: Thorough description and explanation of Health & Safety requirements, employee training, event setup location & proximity, waste screening/segregation/packaging/loading/transport, unknown waste handling. Negatives: None	5
<u>Availability</u> List dates available within Attachment H of RFP (5 points)	Positives: Available all dates. Negatives: None	5
<u>Liability Protection</u> (5 points)	Positives: Example provided. Negatives: Bid language not included on COI.	3
<u>Financial Responsibility & Compliance History of Contractor</u> (5 points)	Positives: Extensive compliance history provided. Negatives: Minimal financial information provided.	3
<u>Disposal Cost</u> - Disposal costs within Attachment E of bid applied to the average amount of hazardous wastes received at County events as listed within Attachment D of bid (35 points).	Positives: Competitive pricing. Provided latex paint recycling cost. Negative: None. 1.19% higher than Low Bid.	33
<u>Mobilization Costs</u> - per average mobile HHW collection event listed within Attachment D of bid. (25 points)	Positives: Low Bid. Negative: None.	25
<u>References</u> Exhibit the experience to perform in accordance with the specifications (5 points)	References provided. 3 from Illinois, 1 from Kansas	5
	Total points earned:	94

County of Will, Household Hazardous Waste Program, Bid #2019-24 Review

Bidder Name: Heritage Environmental Services	County comments regarding bid review	Points Earned (Possible points 100)
<u>Proposal Content</u> – Responsiveness to RFP (5 points).	Positives: All required forms, attachments, and Agreement signed. Negatives: None.	5
<u>Service Abilities</u> - Exhibit abilities and limitations, proximity of staff and equipment deployment location (10 points).	Positives: Deployment location 18-60 miles away, Lemont, IL. Thorough list of available equipment. Extensive experience 49 yrs. Service ability description thorough. Negatives: none.	10
<u>Technical Requirements of Specifications</u> - Indicate a plan to successfully provide the services required. This should include a description of your operations of the work described within the Scope of Work (5 points).	Positives: Thorough description and explanation of Health & Safety requirements, employee training, event setup location & proximity, waste screening/segregation/packaging/loading/transport, unknown waste handling. Negatives: None	4.8
<u>Availability</u> List dates available within Attachment H of RFP (5 points)	Positives: Available all dates Negatives: none	5
<u>Liability Protection</u> (5 points)	Positives: none. Negatives: No example given	0
<u>Financial Responsibility & Compliance History of Contractor</u> (5 points)	Positives: Financial and Compliance history provided. Negatives: Information brief.	4
<u>Disposal Cost</u> - Disposal costs within Attachment E of bid applied to the average amount of hazardous wastes received at County events as listed within Attachment D of bid (35 points).	Positives: Competitive pricing. Low bid for disposal costs. Negatives: – Did not provide latex paint recycling cost.	35
<u>Mobilization, Drum Delivery and Pickup, and Paint Collection Site Costs</u> - per average mobile HHW collection event listed within Attachment D of bid, drum delivery and pickup, and drum supply costs (25 points)	Positives: Costs provided. Negatives: 109% higher than Low Bid.	0
<u>References</u> Exhibit the experience to perform in accordance with the specifications (5 points)	References provided. 5 from Illinois W/ two being state agencies and three being local government agencies	5
	Total points earned:	68.8

Attachment: Award Docs HHW (19-133 : Awarding Bid for Household Hazardous Waste Collection)

County of Will, Household Hazardous Waste Program, Bid #2019-24 Review

Bidder Name: Heritage Environmental Services	County comments regarding bid review	Points Earned (Possible points 100)
<u>Proposal Content</u> – Responsiveness to RFP (5 points).	Positives: All required forms, attachments, and Agreement signed. Negatives: None.	5
<u>Service Abilities</u> - Exhibit abilities and limitations, proximity of staff and equipment deployment location (10 points).	Positives: Deployment location 18-60 miles away, Lemont, IL. Thorough list of available equipment. Extensive experience 49 yrs. Service ability description thorough. Negatives: none.	10
<u>Technical Requirements of Specifications</u> - Indicate a plan to successfully provide the services required. This should include a description of your operations of the work described within the Scope of Work (5 points).	Positives: Thorough description and explanation of Health & Safety requirements, employee training, event setup location & proximity, waste screening/segregation/packaging/loading/transport, unknown waste handling. Negatives: None	4.8
<u>Availability</u> List dates available within Attachment H of RFP (5 points)	Positives: Available all dates Negatives: none	5
<u>Liability Protection</u> (5 points)	Positives: none. Negatives: No example given	0
<u>Financial Responsibility & Compliance History of Contractor</u> (5 points)	Positives: Financial and Compliance history provided. Negatives: Information brief.	4
<u>Disposal Cost</u> - Disposal costs within Attachment E of bid applied to the average amount of hazardous wastes received at County events as listed within Attachment D of bid (35 points).	Positives: Competitive pricing. Low bid for disposal costs. Negatives: – Did not provide latex paint recycling cost.	35
<u>Mobilization, Drum Delivery and Pickup, and Paint Collection Site Costs</u> - per average mobile HHW collection event listed within Attachment D of bid, drum delivery and pickup, and drum supply costs (25 points)	Positives: Costs provided. Negatives: 109% higher than Low Bid.	0
<u>References</u> Exhibit the experience to perform in accordance with the specifications (5 points)	References provided. 5 from Illinois W/ two being state agencies and three being local government agencies	5
	Total points earned:	68.8

HOUSEHOLD HAZARDOUS WASTE DROP OFF PROGRAM AGREEMENT

20.8.b

THIS AGREEMENT TO PROVIDE HOUSEHOLD HAZARDOUS WASTE DROP OFF SERVICES, (hereinafter referred to as "Agreement") made and entered into as of this _____ day of _____, in the year of 2019, is by and between Will County (hereinafter referred to as "COUNTY") and Clean Harbors Environmental Services, Inc. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the Illinois Solid Waste Planning & Recycling Act mandates counties to plan for the management of solid waste; and

WHEREAS, the COUNTY has adopted a solid waste management plan entitled the County of Will Solid Waste Management Plan in 1991, the Solid Waste Management Plan Updated in 1996, the Solid Waste Management Plan Updated in 2001 and amended in 2006, the Solid Waste Management Plan Updated in 2008 and the Solid Waste Management Plan Updated in 2017;

WHEREAS, in keeping with the County's Solid Waste Plan, Will County would like to provide for the safe drop off, appropriate management, transportation, and disposal or recycling of Household Hazardous Waste through Drop Off Events and County designated locations;

WHEREAS, Clean Harbors Environmental Services, Inc. has been selected by the COUNTY to provide the required operational and support services.

NOW, THEREFORE in consideration of the premises and mutual covenants contained in this Agreement, the parties agree that:

ARTICLE 1.0 DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words and phrases shall be interpreted as follows:

"Act" means the [Illinois] Environmental Protection Act, 415 ILCS 5/1 et seq.

"Acceptable Waste" means the material described in Section 7.1 for which CONTRACTOR is licensed, permitted and otherwise authorized to pickup from County designated locations and to collect from Eligible Participants at Mobile HHW Drop Offs for processing, packaging, transportation, recycling, treatment, storage, and or disposal.

"Certificate of Destruction" means the document submitted by CONTRACTOR to COUNTY as evidence the materials collected, packaged and manifested for disposal by means of destructive incineration were in fact completely destroyed at a fully licensed and permitted incinerator.

"Certificate of Disposal" means the document submitted by CONTRACTOR to COUNTY as evidence that materials collected, packaged and manifested for disposal by means of landfilling at a fully licensed and permitted landfill.

"Certificate of Recycling" means the document submitted by CONTRACTOR to COUNTY as evidence that materials collected, packaged and manifested for disposal by means of recycling or reclamation or reuse at a fully licensed and permitted facility.

"Certificate of Tracking" means the document submitted by CONTRACTOR to COUNTY as evidence of the location of materials collected, packaged and manifested for disposal by means of destructive incineration but not yet completely destroyed at a licensed, permitted facility.

"Drop Off Day" means a day or any portion thereof during which CONTRACTOR conducts a Mobile HHW Drop Off at the direction of the COUNTY.

"Drop Off Event" means a Mobile HHW Drop Off conducted by the CONTRACTOR at the direction of the COUNTY.

"Drop Off Event Site" means the location provided by a Host Community or Host Business and used by the CONTRACTOR to conduct a Mobile HHW Drop Off.

"County Site Manager" means the delegated representative of the Will County Land Use Department, Resource Recovery & Energy Division.

"County Designated Location" means a location within Will County utilized by the County and/or in partnership with the County by another entity to accept HHW. County Designated Locations may include County Warehouse located at 806 Nicholson St, Joliet or County property located near 1240 Caton Farm Rd, Lockport or other location.

"De-mobilization" means the transportation of all personnel, equipment, supplies and incidentals required to perform the services described in this Agreement from the Drop Off Event Site.

"DOT" means the United States Department of Transportation.

"Eligible Participants" means a resident or a local government of Will County bringing residentially generated waste materials to a Drop Off event. Individuals attempting to deliver commercial, institutional, or other non-residential wastes are not Eligible Participants.

"EPA" means the United States Environmental Protection Agency and/or the Illinois Environmental Protection Agency.

"Facility" means a storage, treatment, and/or disposal facility owned, operated, or approved by CONTRACTOR, and which is permitted to accept waste materials under applicable laws and regulations.

"HHW" means household hazardous waste. Waste generated at residential locations. Latex paint, used oil & anti-freeze, and universal wastes are considered HHW for the purposes of this Agreement.

"HHW Drop Off Program" means the County operated program that provides Drop Off and proper disposal of Acceptable Wastes from County residents through Drop Off Events and County designated locations.

"Host Community" means a municipality, township or other public entity providing a site for a Drop Off Event.

"Host Entity" means a business, person or other private entity providing a site for a Drop Off Event.

"Mobile HHW Drop Off" means an operation where services are performed as described in this agreement to accept, prepare, and transport Acceptable Wastes from Eligible Participants to a Facility.

"Mobilization" means the transportation of all personnel, equipment (including dumpster(s) & portable toilet) supplies and incidentals required to perform the services described in this Agreement to and from the Drop Off Event Site.

"Profile Sheet" means a standard CONTRACTOR Generator's Waste Profile Sheet executed by the Generator (as defined in 40 CFR 260.10).

"Range of Vehicles" means the expected number range of vehicles that the County has estimated to attend a scheduled mobile HHW Drop Off Event.

“Restricted Access Area” means any clearly designated, cordoned-off portions of a Drop Off Event Site location that are only open to authorized CONTRACTOR and COUNTY personnel wearing appropriate personal protective equipment.

“Segregation and Packaging Area” means a Restricted Area at a Drop Off Event Site used to further analyze, segregate, and package Acceptable Wastes.

“Services” means analytical, Drop Off, management, treatment, remediation, transportation, disposal and recycling services and such other services, which CONTRACTOR may perform from time to time with respect to COUNTY’S waste materials.

“Site Set-Up” means any unloading, assembly, or other preparation work required at the completion of Mobilization to establish a fully operational Mobile HHW Drop Off.

“Site Tear-Down” means any loading, disassembly, Drop Off Event Site cleanup, or other preparation work required at the completion of a Drop Off Event to ready CONTRACTOR’S personnel and equipment for Demobilization.

“Technical Services Manager” means the individual employee of the CONTRACTOR responsible for the overall management and operation of work conducted under this agreement. The Technical Services Manager shall have sufficient knowledge, training, authority and discretion to make field decisions and commitments on behalf of CONTRACTOR.

“Unacceptable Waste” means material delivered to a Drop Off Event in an unmarked container or material that has physical characteristics inconsistent with a label on its container and is unidentifiable by the Contractor or which has physical characteristics which otherwise suggest, indicate or demonstrate that the container or material is not eligible for consideration under the terms and conditions of this agreement, or applicable and/or relevant Federal, State and/or local statute, law, rule, regulation or ordinance.

“Unknown Waste” means material delivered to a Drop Off Event in an unmarked container or material that has physical characteristics inconsistent with a label on its container and is unidentifiable by the Contractor.

“Waste Receipt Area” means the area at a Drop Off Event Site used to perform initial waste screening and unloading of vehicles belonging to Eligible Participants.

Section 1.2 Undefined Terms. Terms not specifically defined in Section 1.1 of this Agreement shall take on their generally accepted meanings.

**ARTICLE 2.0
SCOPE OF AGREEMENT**

Section 2.1 Cooperation. The parties shall cooperate and use their best efforts, pursuant to the terms of this Agreement, to facilitate the operation of the HHW Drop Off Program. Accordingly, the parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner.

Section 2.2 General County Responsibilities. COUNTY shall be responsible for the following activities during the term of this Agreement:

- (a) Identification and procurement of suitable locations for mobile HHW Drop Off events.
- (b) Coordination of communications between the CONTRACTOR and the communities, businesses, and/or property owners hosting Drop Off Events and/or County designated locations.
- (c) Publication of the times, dates and locations of Drop Off Events. The COUNTY shall also make a reasonable effort to educate Eligible Participants regarding acceptable HHW materials.

- (d) Provide directional signage to Drop Off event site on the day of Drop Off Events.
- (e) Traffic control, including queuing and staging of vehicles of Eligible Participants outside and inside the Drop Off Event Site, before they reach the Waste Receipt Area.
- (f) Provide event staff or volunteers to take survey data, direct traffic, and distribute educational materials.
- (g) Provide on a County generated form to the Contractor the expected range of vehicles prior to each event that the Contractor shall plan for and provide the specified minimum number of employees and minimum number of vehicles to be served at one time within Section 15 of the RFP.

Section 2.3 General Contractor Responsibilities. CONTRACTOR shall be responsible for the following activities during the term of this Agreement:

- a) Provide the services detailed in this Agreement and the contractor's response thereto, if any. In the event of a conflict between or among this Agreement or responses thereto it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
- b) Provide all management, supervision, personnel, tools, materials, equipment, services, and supplies necessary to conduct the services detailed in this Agreement in accordance with the terms and provisions of this Agreement.
- c) Package, load, and safely transport all HHW accumulated, collected, or picked up during the performance of the services detailed in this Agreement to an appropriate recycling, treatment, storage and disposal facility in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.
- d) Store, recycle, treat, and or dispose all household hazardous wastes and non-hazardous wastes generated from the services conducted under this Agreement in compliance with all applicable laws and regulations and in accordance with the terms and provisions of this Agreement.
- e) Prepare and package containers to minimize space within the container and to minimize the number of containers requiring disposal and transportation from Mobile HHW Drop Off.
- f) Provide traffic control barriers and/or signs within the Drop Off Event Site area as required for traffic control to slow down and direct traffic into the vehicle unloading area and to restrict access to the Contractor sorting, packaging and loading areas.
- g) Provide at least the minimum number of employees and be capable to serve the minimum number of vehicles at one time at each Mobile Drop Off Event as designated by County per vehicle range within Section 15 within RFP to avoid penalty. CONTRACTOR shall take reasonable measures to minimize or alleviate the staging of vehicles within and outside the Drop Off Event Site to minimize wait times.
- h) Provide at least a cold lunch and bottled water to Drop Off Event staff and volunteers conducting traffic control, surveys, and distribution of County informational materials.
- i) Deliver HHW supplies to County designated locations upon County request within 21 business days
- j) Pick-up and load containers of residentially generated HHW at County designated locations. Transport HHW to Contractors listed Destination Facility.
- k) Preparing and submitting all reports, invoices, and other documentation required for the fulfillment of the CONTRACTOR'S responsibilities under this Agreement.

**ARTICLE 3.0
TERM OF AGREEMENT**

Section 3.1 Term of this Agreement. The term of this Agreement will be between June 1, 2019 through May 31, 2022. Service will commence June 1, 2019 after County Board approval.

**ARTICLE 4.0
HHW DROP OFF EVENTS, HHW SUPPLY DELIVERY AND HHW PICKUP FROM COUNTY DESIGNATED
LOCATIONS**

Section 4.1 Planning of Drop Off Events.

- (a) CONTRACTOR input will be requested regarding the calendar dates and times for the scheduling of Drop Off Events, however, the COUNTY shall have ultimate discretion over the dates, times, duration, and Drop Off site locations.
- (b) The COUNTY shall make available to CONTRACTOR all information it has regarding the waste materials to be collected and the surface of the Drop Off Event Site. The COUNTY'S responsibility to promptly disclose information pursuant to this Section shall be on-going.
- (c) The CONTRACTOR shall provide specific criteria, such as parking lot size or surface requirements, for the evaluation of potential Drop Off Event Sites. For the purposes of planning site setup and traffic routing at Drop Off Event Sites a walkthrough will be conducted by representatives of the CONTRACTOR and the COUNTY at least 7 days prior to the Drop Off Event.
- (d) Thirty days prior to a scheduled Drop Off Event the COUNTY will provide a completed form to the CONTRACTOR specifying the expected range of vehicles at the scheduled Drop Off Event by the COUNTY. The County does not guarantee that any Drop Off Event will have the actual number of vehicles specified in the range designated for an event.
- (e) The CONTRACTOR shall provide the minimum required staffing and adequate equipment, and supplies for each scheduled Drop Off Event so that the expected range of vehicles will be served and the minimum number of vehicles will be served in an efficient manner so that attendee wait times are minimized. The CONTRACTOR shall consider the commitments of this Agreement when undertaking other projects that may jeopardize the CONTRACTOR'S ability to commit additional personnel, equipment and supply reserves available to Drop Off Events in accordance with Section 4.7(b).
- (f) The CONTRACTOR shall prepare a Site Safety Plan with a Site Specific map that includes a traffic flow pattern diagram, a Drop Off Site layout diagram, and maps required to illustrate the Site Safety Plans. The Site Safety Plan shall provide for a contamination reduction zone separating the Waste Receipt Area from the Segregation and Packaging Area. To the degree applicable, any provision in a Site Safety Plan that conflicts with this Agreement, this Agreement shall control. Site Safety Plans shall at a minimum contain the information included in the example provided in Attachment I of the RFP.
- (g) The CONTRACTOR shall submit Site Safety Plans to the COUNTY at least 7 days before the date of a Drop Off Event. The CONTRACTOR will make a reasonable effort to modify or amend a Site Safety Plan to address questions and concerns raised by the COUNTY or the respective Host Community or Host Entity.
- (h) The COUNTY shall work in conjunction with the respective Host Community or Host Entity to publicize each Drop Off Event. The COUNTY will take reasonable steps to keep the CONTRACTOR informed of the content and scope of its publicity efforts. The CONTRACTOR shall not perform any publicity or public education activities relating to the services rendered under this Agreement without prior authorization from the COUNTY.

- (i) The CONTRACTOR shall submit a certificate of insurance consistent with Article 9 of this Agreement and an indemnification agreement which identifies and holds the COUNTY harmless from any claims, demands, suits, or causes of action which may arise as a result of CONTRACTOR'S failure to comply with the provisions of this Agreement to the Host Community and Host Entity at least fourteen (14) days prior to the date of a Drop Off Event. Such certificate of Insurance shall list the COUNTY, the Host Community, and Host Entity as an additional insured. Such indemnification agreement shall designate the Host Community, Host Entity, and Eligible Participants as a party directly indemnified by CONTRACTOR. CONTRACTOR shall provide COUNTY with copies of the certificates and agreements issued pursuant to this Section.
- (j) COUNTY has all necessary authority to enter into this Agreement with respect to such waste materials;
- (k) COUNTY is under no legal restraint which prohibits the transfer of possession of such waste materials to CONTRACTOR; and
- (l) COUNTY shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations.

Section 4.2 Mobilization and Site Set-Up for Drop Off Events.

- (a) The CONTRACTOR shall be responsible for all Mobilization and Site Set-Up operations required establishing each Drop Off Event Site. Mobilization and Site Set-Up operations shall be performed in accordance this Agreement.
- (b) The deadline for the CONTRACTOR'S completion of Mobilization and Site Set-up operations shall be one-half hour before the scheduled starting time determined by the County for the Drop Off Event. The absence of the COUNTY'S Site Manager shall not excuse CONTRACTOR from its responsibility for meeting deadlines for Mobilization and Site Set-up.
- (c) In no circumstances shall CONTRACTOR perform any act that will permanently alter, change or damage the Drop Off Event Site without prior permission from the COUNTY and the Host Community or Host Entity. CONTRACTOR shall submit any requests for permission to perform any act otherwise prohibited in this provision to the COUNTY. COUNTY and the Host Community or Host Entity may, at their sole discretion, grant or deny a request for permission. Permanent change alteration or damage shall include the destruction, defacing, or modification of any surface, structure real estate or other property at Drop Off Event Site beyond normal wear and tear. The CONTRACTOR shall provide a plastic liner/sheet, or an impervious tarp in the vehicle unloading area, and in the waste segregation and packaging areas. The plastic liner/sheet or tarp must be of thickness so that vehicle and forklift traffic does not cause rolling, tearing, or a breach in the liner or tarp.

Section 4.3 Drop Off Event Site Utilities.

- (a) CONTRACTOR shall be solely responsible for the provision of adequate electricity, potable and non potable water, portable human sanitation units, a hand wash station, and any other utilities required for the Contractor's operation of each Drop Off Event. At least one portable human sanitation unit (i.e. portable toilet) must be provided by CONTRACTOR at each Drop Off Event Site during Drop Off Event, unless Host Community or Host Entity provides permission for CONTRACTOR to utilize a restroom or unit already on site.
- (b) The inability of a Host Community or Host Entity to provide access to utilities shall not constitute a sufficient cause for CONTRACTOR to exclude their location as a potential Drop Off Event Site, and necessary, the CONTRACTOR may arrange for the provision of necessary utilities to a Host Community or Host Entity Site at CONTRACTOR'S own expense.

Section 4.4 Drop Off Event Site Operations. The CONTRACTOR shall be responsible for the operation of each Drop Off Event Site. Site operations shall include, but is not limited to, the provision of appropriate traffic control barriers once vehicles have passed County survey point, unloading of vehicles, protection of property or parking lot in unloading and packaging areas, screening of incoming waste, classification, segregation and temporary storage of incoming materials, identification of unknowns and temporary storage of incoming materials, loading of materials, transportation of all materials and waste off-site, and performed in accordance with this Agreement.

Section 4.5 Traffic Control on Drop Off Event Site.

- (a) CONTRACTOR shall provide traffic control barriers inside the Drop Off site area as required for traffic control, limiting access to restricted areas (i.e. Contractor loading and unloading area, areas of forklift operation), and any signage deemed necessary for efficient operation of the Drop Off site.
- (b) CONTRACTOR shall be responsible for traffic control, including queuing and staging of vehicles of Eligible Participants, once they have passed the COUNTY's survey point within the Drop Off Event Site. CONTRACTOR shall work efficiently and cooperate with COUNTY to minimize or alleviate the staging of vehicles and wait times for participants.
- (c) COUNTY shall be responsible for signage and traffic control at the Drop Off Event Site from the entrance to the COUNTY survey point and after the point where vehicles leave the waste unloading area.

Section 4.6 Restricted Access Areas of Drop Off Event Site.

- (a) CONTRACTOR shall establish and maintain clearly designated, cordoned-off or otherwise secure portions of each Drop Off Event Site that are only open to authorized CONTRACTOR and COUNTY personnel wearing appropriate personal protective equipment. Restricted Access Areas shall include, but may not be limited to, supply unloading areas, waste segregation, sorting, packaging, loading, and areas of forklift operation. CONTRACTOR shall indicate Restricted Access Areas of the Drop Off Event Site on Site Safety Plan.
- (b) CONTRACTOR shall be responsible for maintaining the security in Restricted Access Areas at all times.

Section 4.7 Drop Off Event Site Personnel.

- (a) CONTRACTOR shall provide all personnel required to operate the Drop Off Site and fulfill all other responsibilities pursuant to this Agreement. All personnel utilized by CONTRACTOR shall be fully trained and equipped in accordance with all applicable regulations. CONTRACTOR shall provide COUNTY with sufficient verification of compliance with this provision upon request.
- (b) CONTRACTOR staffing level at each Drop Off Event shall be maintained at the required minimum number of employees designated within Section 15 of the RFP. Minimum number of employees shall be at Drop Off Event for at least an hour prior to event scheduled start time and until the latter of the event scheduled end time or the last vehicle in line has been served by CONTRACTOR. Number of CONTRACTOR employees onsite an hour before event start will be determined by a CONTRACTOR employee sign in sheet provided to the COUNTY by the end of the event and head counts conducted by the County. Within 30 days prior to an event the COUNTY will indicate on a form provided to the CONTRACTOR the expected range of vehicles for the event. Less than 30 days from a Drop Off Event the COUNTY may request CONTRACTOR to increase or decrease staffing level for Drop Off Event due to an increase or decrease in the expected range of vehicles. CONTRACTOR shall make every reasonable effort to accommodate COUNTY's request to modify Drop Off Event Site staffing level. To avoid a performance penalty, the CONTRACTOR'S minimum

number of employees working Drop Off Event shall not deviate from the amount designated within Section 15 of the RFP without prior permission from the County's Site Manager.

- (c) Permission from the County's Site Manager to vary Drop Off Site staffing levels shall not excuse CONTRACTOR from any of its responsibilities pursuant to this Agreement including, but not limited to, the minimization of delays in vehicle unloading or timely Drop Off Site De-mobilization.
- (d) CONTRACTOR personnel shall adhere to any and all Drop Off Event Site requirements of the Host Community or Entity, such requirements may be, but not limited to, the prohibition of smoking within a specified area or property. Smoking and/or chewing tobacco on school property in Illinois is strictly prohibited.
- (e) CONTRACTOR personnel shall consist of no more than 20% of subcontractors and/or temporary day laborers at HHW drop off events with minimal to no industry experience. The remaining 80% of CONTRACTOR personnel shall be actual employees of contractor or hazardous waste or materials industry experienced subcontractors. All work to be completed by a subcontractor should be listed within the proposal. Subcontractor personnel with one year or more experience within hazardous waste or materials industry shall be considered industry experienced for the purposes of this Agreement.

Section 4.8 Preliminary Waste Screening and Unloading of Vehicles at Drop Off Events.

- (a) CONTRACTOR shall be responsible for unloading of the vehicles of Eligible Participants. CONTRACTOR personnel shall confirm that individuals are delivering Acceptable Wastes and are Eligible Participants as defined in Section 1.1. CONTRACTOR shall take reasonable measures to make sure that all participants remain in their vehicles at all times. Waste brought to Drop Off Event(s) by Ineligible Participants will not be accepted. Before unloading a vehicle, CONTRACTOR will perform a preliminary screening of the material to determine the presence of radioactive and other Unacceptable wastes as defined in Section 7.2.
- (b) Unacceptable Waste identified during the preliminary screening will not be unloaded. CONTRACTOR shall collect information regarding Unacceptable Waste as required pursuant to Section 6.2 (b)(ii). The COUNTY'S on-site representative shall be notified if a dispute arises regarding the acceptability of wastes brought by any Eligible Participant. CONTRACTOR may provide alternative disposal and storage information to Eligible Participants attempting to deliver Unacceptable Waste.
- (c) Materials delivered by Eligible Participants deemed to be Acceptable Wastes during the preliminary screening process shall be unloaded by CONTRACTOR personnel. Vehicle unloading operations shall be conducted in a safe, efficient manner. At all times, the CONTRACTOR shall maintain conditions in the Waste Receipt Area to minimize the potential for accidents, spills, and injuries.
- (d) The CONTRACTOR shall have equipment available during the event to remove bulk containers, such as drums up to 55-gallon in size, of Acceptable Waste from the vehicles of Eligible Participants. Acceptable wastes within leaking drums or drums in poor condition brought to the event by Eligible Participants must be transferred to CONTRACTOR provided containers or if deemed necessary by CONTRACTOR, overpacked into another drum.
- (e) The CONTRACTOR shall accept containers of Acceptable Wastes, such as non-DEA controlled pharmaceuticals, medications, and personal care products, within drums that are delivered to the Mobile HHW Drop Off events by local governments that collect such wastes from County residents as County partners in the County's Household Hazardous Waste Drop Off Program. The CONTRACTOR shall provide a new 30-gallon fiber drum, drum liner, and labels for each container of Acceptable Wastes dropped off by the local government. The CONTRACTOR will be informed by COUNTY prior to event, the number of drums scheduled by COUNTY to be dropped off at Mobile HHW Drop Off event by local police departments. On average two to five drums are dropped off by

local police departments per event. Police departments will be required to sign a form stating that the drums being dropped off do not contain DEA controlled items.

Section 4.9 Secondary Waste Screening and Segregation of Acceptable Wastes at Drop Off Events.

- (a) After unloading Acceptable Waste from the vehicles of Eligible Participants at Drop Off Events, the CONTRACTOR shall transfer the material to the Segregation and Packaging Area and perform a secondary screening. During the secondary screening process CONTRACTOR personnel shall perform appropriate tests necessary to further identify, classify and segregate incoming Acceptable Waste.
- (b) CONTRACTOR shall stage segregated wastes destined for recycling, treatment or disposal in a safe manner allowing for efficient bulking and packaging operations.

Section 4.10 HHW Supply Delivery to County Designated Location.

- (a) CONTRACTOR shall provide, deliver, and unload HHW Supplies, such as pallets, cubic yard boxes, drums, cubic yard box or drum liners, storage and transportation labels to a COUNTY Designated Location within 21 business days from a request received by the COUNTY unless a later date is agreed upon by the COUNTY.
- (b) CONTRACTOR shall provide a pallet jack and utilize a truck equipped with a hydraulic lift for deliver and loading at County Designated Locations.

Section 4.11 HHW Pick up from County Designated Location.

- (a) CONTRACTOR shall load containers, such as cubic yard boxes or drums, containing HHW from County Designated Location.
- (b) CONTRACTOR will prepare containers as required for transport and then transport containers to disposal facility.
- (c) CONTRACTOR shall conduct pickup at County Designated Location within 21 business days from the request received by the COUNTY unless a later date is agreed upon by the COUNTY.
- (d) CONTRACTOR shall provide a pallet jack and utilize a truck equipped with a hydraulic lift for deliver and loading at County Designated Locations.

Section 4.12 Bulking and Packaging of Acceptable Wastes.

- (a) CONTRACTOR shall bulk, loose pack in consumer packaging, or lab pack segregated Acceptable Wastes in accordance with DOT regulations. All bulking and packing must be performed in the Segregation and Packaging Area. Bulking will be the preferred method of packaging for compatible high volume liquids such as used oil, antifreeze, and most flammable liquids, if it is deemed less costly for each particular waste stream and not excessively time consuming so as to hinder efficient Drop Off Event operation. When loose packing and lab packing is necessary, CONTRACTOR shall take appropriate steps to assure that containers and packing materials are used in a manner that will fully use the legal capacity of each container. CONTRACTOR shall not loose pack or lab pack non-hazardous wastes unless requested by COUNTY. Upon COUNTY request, the CONTRACTOR shall allow the COUNTY to view contents of a container to verify its capacity.
- (b) The COUNTY will package Acceptable Wastes in containers that are picked up by CONTRACTOR at COUNTY Warehouse in accordance CONTRACTOR specified methods.
- (c) Bulking and packaging operations will be conducted in a manner that will minimize the potential for spills, fire, reaction, injury, and any other type of accident. CONTRACTOR shall provide for

adequate spill containment and fire suppression capability in Segregation and Packaging Area at Mobile HHW Drop Offs.

- (d) CONTRACTOR personnel shall affix all required DOT and EPA labels to all drums or other containers containing Acceptable Waste at the time the waste is packaged at Mobile HHW Drop Off or before loading container into vehicle for off-site transport from COUNTY Designated Locations.

Section 4.13 Manifesting and Documentation.

- (a) CONTRACTOR shall generate and maintain all documentation including, but not limited to, manifests and/or bill of ladings required affecting the transportation of Acceptable Wastes in accordance with applicable regulations. All manifests and other documents shall designate the CONTRACTOR as generator.
- (b) The required documentation for each container of Acceptable Waste shall be completed before being loaded into a vehicle for off-site transport.
- (c) CONTRACTOR'S Technical Services Manager shall allow COUNTY's Site Manager or designee to review all completed manifests and other required documentation for each transport load of Acceptable Waste before its removal from the Drop Off Event Site or COUNTY Designated Location

Section 4.14 Interim Storage and Removal of Acceptable Wastes from Drop Off Events.

- (a) CONTRACTOR shall provide for the safe interim storage of containerized Acceptable Waste before loading and removal from the Drop Off Event Site. Only Restricted Access Areas shall be used for interim storage purposes. Interim storage operations shall be conducted in accordance with this Agreement and all applicable regulations.
- (b) CONTRACTOR shall remove all Acceptable Wastes from Drop Off Event Site prior to end of day of Drop Off Event.

Section 4.15 Drop Off Site Security. If CONTRACTOR determines a need for site security at Drop Off Event Site, then CONTRACTOR shall be responsible for providing Drop Off Event Site security.

Section 4.16 Site Tear-Down and De-mobilization.

- (a) The CONTRACTOR shall be responsible for the Site Tear-Down and De-mobilization operations required to close down each Drop Off Event Site. Site Tear-Down and De-mobilization operations shall be performed in accordance this Agreement.
- (b) The CONTRACTOR'S completion of Site Tear-Down and De-mobilization operations for each respective event shall be completed efficiently and in an expedient manner so that the CONTRACTOR is off site within two (2) to three (3) hours after Drop Off Event ends. In no event shall the completion of Site Tear-Down and Demobilization be later than 6 hours after the Drop Off Event closed without the COUNTY'S permission. CONTRACTOR shall provide and maintain adequate staffing level to meet the 6-hour timeline.
- (c) Site-tear down and De-mobilization shall include, but is not limited to, the clean-up of any spills, the removal of all of CONTRACTOR'S equipment and supplies, manual sweeping of the parking lot, removal of litter including blown litter resulting from event operations, and removal of all wastes generated during the Drop Off Event at the sole cost and expense of CONTRACTOR. CONTRACTOR shall provide a street sweeper or other necessary cleaning equipment within 48 hours after the scheduled end time of the event at the sole cost and expense of CONTRACTOR for additional cleanup of Drop Off Event Site if COUNTY or Host Community or Entity determines

CONTRACTOR's clean-up actions have been inadequate. Site Tear-Down and De-mobilization shall not be deemed complete until the Drop Off Event Site is returned to its pre-event condition.

ARTICLE 5.0 HOUSEHOLD HAZARDOUS WASTE MANAGEMENT

Section 5.1 Transportation.

- (a) The CONTRACTOR, or its subcontractors, shall be solely responsible for the transportation of all wastes accepted during each Drop Off Event or picked up from a County Designated Location. The CONTRACTOR vehicles used to transport hazardous wastes, special wastes, or general material to or from the Drop Off Event Site or County Designated Location shall be properly licensed and permitted to haul such wastes or material. Wastes shall only be transported to fully licensed and permitted recycling, treatment, storage, or disposal facilities for such wastes.
- (b) CONTRACTOR'S waste packaging and transportation operations shall comply with FMCSA, DOT, USEPA, Illinois EPA, and any other applicable statutes, laws and/or rules, regulations, and local ordinances. CONTRACTOR shall provide for review by COUNTY, upon request, all licenses, permits, and/or documentation required by such statutes, laws and/or rules, regulations, and local ordinances. All wastes shall be packaged, loaded, labeled and manifested in accordance with all applicable regulations before being transported from the Drop Off Event Site or County Designated Location(s).
- (c) CONTRACTOR shall provide for review by COUNTY or local authority, such as fire department/district personnel, all licenses, permits, and/or documentation required by such statutes, laws and/or rules, regulations, and local ordinances.
- (d) Removal of hazardous, special, or general refuse waste from the Drop Off Event Site or County Designated Location shall be performed in a manner that will minimize any disruptions of the Drop Off Event or Site as well as "minimize" the potential for accidents, injuries, and property damage.
- (e) CONTRACTOR shall provide appropriate documentation of the transportation of hazardous, special or general refuse waste collected at each Drop Off Event or County Designated Location.

Section 5.2 Recycling, Treatment, Storage, and Disposal.

- (a) The CONTRACTOR, or its subcontractors, shall be solely responsible for recycling, treating, storing, and disposing of all wastes accepted during each Drop Off Event or picked up from County Designated Location. The County reserves the right to accept or reject the use of any such treatment, storage, or disposal facility.
- (b) CONTRACTOR shall use only fully licensed and permitted recycling, treatment, storage, or disposal facilities to manage, transfer, treat, recycle, incinerate, fuel blend, and/or dispose wastes.
- (c) If CONTRACTOR delivers a waste stream from a Drop Off Event to a recycling, treatment, or disposal facility, and the waste stream is found to be contaminated with polychlorinated biphenyl's (PCBs), the Contractor has the sole responsibility for all non-conforming waste including analytical test results verifying the PCB contamination and its subsequent management, transportation and disposal. These additional costs shall be included within initial event invoice, when possible. If a separate invoice is necessary, it must be submitted as soon as possible with supporting documentation including analytical test results.
- (d) CONTRACTOR shall consider recycling waste streams or waste materials as a first option. With treatment, fuel blending, and/or incineration to be considered next. Landfilling shall be considered as the disposal method of last resort. CONTRACTOR shall exhaust recycling, treatment and all other alternative treatment/disposal methods before landfilling wastes received from Drop Off

Events. The COUNTY may direct CONTRACTOR to manage certain wastes using specific disposal methods listed by CONTRACTOR in Attachment E of this Agreement for program cost reduction purposes.

- (e) Recyclables (i.e. uncontaminated cardboard boxes) generated from each Drop Off Event must be hauled to a recycling facility and be recycled. CONTRACTOR shall be required to recycle all non-contaminated cardboard. Documentation confirming recycling shall be submitted to County with Drop Off Event Report.
- (f) The COUNTY shall not be responsible for any costs incurred as a result (directly or indirectly) of a reuse, recycling, treatment, storage, or a disposal facility's refusal to accept such wastes from CONTRACTOR. This includes the transport, re-packing and manifesting of such misdirected or rejected wastes including manifest discrepancies.
- (g) CONTRACTOR shall provide appropriate documentation confirming the recycling, treatment, storage, and/or disposal of hazardous, special, or general refuse waste from each Drop Off Event or County Designated Location to COUNTY in a timely manner. This documentation shall include, but is not limited to, appropriate certificates of tracking.

ARTICLE 6.0 REPORTING REQUIREMENTS

Section 6.1 General Record Responsibilities.

- (a) CONTRACTOR shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the HHW Drop Off Program.
- (b) CONTRACTOR hereby grants COUNTY or its agents, at COUNTY'S expense, the right to inspect a books, records, plans and other similar material of the CONTRACTOR, insofar as they relate to the operation of the HHW Drop Off Program as described in this Agreement, upon reasonable notice to CONTRACTOR and during normal business hours.

Section 6.2 Individual Drop Off Event Reports.

- (a) CONTRACTOR shall submit an Individual Drop Off Event Report to the COUNTY with each invoice after the completion of each Drop Off Event.
- (b) The Individual Drop Off Event Report shall include, at a minimum:
 - i) Manifests for waste disposal, Weight and volume for each waste type disposed.
 - ii) Documentation that confirms non-contaminated cardboard was recycled at a recycling facility.
 - iii) CONTRACTOR personnel data including the names, job titles, and hours worked by CONTRACTOR employees during the Drop Off Event;
 - iv) Complete any spill, accident, and injury reports for all CONTRACTOR'S activities relating or stemming from the Drop Off Event; and
 - v) Specific recommendations, if any, regarding how the planning and/or operation of future events can be improved based upon the experienced gained during the Drop Off Event.

Section 6.3 Waste Disposition Reports.

- (a) CONTRACTOR shall submit Waste Disposition Reports to the COUNTY as information regarding the transportation, storage, recycling, treatment, and or destruction of all wastes, including the final destination facilities, accepted at each Drop Off Event or picked up at a County Designated Location as it becomes available.
- (b) Waste Disposition Reports shall include Certificates of Tracking, Certificates of Recycling, Destruction, or Disposal and other documentation recognized by applicable regulatory authorities.
- (c) Notwithstanding Article 2.0 or any other provisions in this Agreement, CONTRACTOR'S responsibilities to the COUNTY pursuant to this Section shall continue until Waste Disposition Reports accounting for the recycling, treatment, disposal, and/or destruction of all of the wastes have been submitted in a form acceptable to the COUNTY.

ARTICLE 7.0 ACCEPTABLE AND UNACCEPTABLE WASTES

Section 7.1 Acceptable Wastes.

- (a) The class of "Acceptable Wastes" that CONTRACTOR is authorized to collect from Eligible Participants shall include: anti-freeze, cleaning products, corrosives, oxidizers, flammable solvents, gasoline, waste solvents, oil based paints/stains, latex based paints/stains, poisonous solids, elemental mercury, mercury containing items, non-DEA controlled pharmaceuticals or medications, new/used sharps, medical waste, and epi-pens containing medication, personal care products, poisons and pesticides, used/unused cooking oil, used oil, used oil filters, pentachlorophenol-reactive toxic liquids, fluorescent bulbs/tubes, HID bulbs, PCB containing ballasts or items, batteries lead-acid batteries, refrigerant gases, handheld and small compressed gas cylinders, fire extinguishers, environmentally hazardous substances, liquid or solids, not otherwise specified.
- (b) Acceptable Wastes shall also include drums of waste, consisting of non-DEA controlled pharmaceuticals, medications, or personal care products, collected from residents at local police department controlled sites within the County and then delivered to Mobile HHW Drop Off events. The local police department will sign a COUNTY generated Drum Transfer Form indicating that no DEA Controlled substances are located within the drum.
- (c) The County has the discretion to add or remove wastes from the list of Acceptable Wastes. The Contractor will be notified prior to a Drop Off Event if the list of Acceptable Wastes has been changed.
- (d) The class of "Acceptable Wastes" shall NOT include any material which the CONTRACTOR is not fully licensed, permitted and otherwise authorized to process, package, transport, recycle, treat, store, and or dispose. The CONTRACTOR shall inform the COUNTY of any "Acceptable Wastes" that the CONTRACTOR is not fully licensed, permitted and otherwise authorized to process, package, transport, recycle, treat, store, and or dispose.

Section 7.2 Unacceptable Wastes.

- (a) The class of "Unacceptable Wastes" that CONTRACTOR is not authorized to collect from Eligible Participants shall include radioactive, household appliances, tires, empty containers, and un-identifiable wastes in bulk containers. In addition, explosives, reactives requiring refrigeration, biological and medical waste, munitions, and large compressed gas cylinders will not be handled by

the CONTRACTOR, unless the CONTRACTOR and the COUNTY mutually agree that the CONTRACTOR will handle the wastes and the COUNTY will be responsible for all costs associated with the proper disposal of such Unacceptable Wastes. Non-special, non-contaminated wastes, including trash and non-hazardous debris and materials described in Section 7.1(d) will not be accepted, except for packaging or containers used in transportation of Acceptable Wastes.

- (b) The class of "Unacceptable Wastes" shall include any material generated by any business, industrial or commercial facilities.
- (c) In the event any material which cannot be accepted as part of this Drop Off Program/ Event is abandoned by a participant/resident at or near the Drop Off Site on the day of the event, CONTRACTOR shall be obliged to accept that material for proper disposal so long as CONTRACTOR can legally accept said material and the COUNTY accepts responsibility to pay all reasonable costs associated with the proper disposal for the abandoned material.

ARTICLE 8.0 NON-CONFORMING WASTE

Section 8.1 Non-Conforming Waste. If the waste materials do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, CONTRACTOR and COUNTY shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and /or correct any improper containerization, marking or labeling to enable CONTRACTOR to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after CONTRACTOR notifies COUNTY the waste materials are non-conforming, resolve the same as set forth above, CONTRACTOR shall make prompt arrangements for the removal of such non-conforming waste materials from the Facility at which they are located to another lawful place of disposition. COUNTY agrees to pay CONTRACTOR its reasonable expenses and charges incurred with respect to the non-conforming waste materials. COUNTY shall be notified in writing of any non-conforming waste prior to invoicing.

ARTICLE 9.0 INSURANCE

Section 9.1 Required Insurance. The CONTRACTOR shall obtain and maintain for the duration of this Agreement, insurance in accordance with the provisions set forth herein.

Section 9.2 Risk of Loss. The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and the Contractor shall maintain such insurance, as Contractor may deem necessary to protect self against such loss or damage.

Section 9.3 Minimum Limits of Insurance. The CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain throughout the term of the Agreement, insurance with limits of at least two million dollars (\$2,000,000) per occurrence with an annual aggregate of at least two million dollars (\$2,000,000), (exclusive of legal defense costs), and appropriate umbrella liability coverage of fourteen million dollars (\$14,000,000) per occurrence, and automotive liability insurance with a combined single limit of at least two million (\$2,000,000) per accident, and worker's compensation insurance and employer's liability with minimum limits of at least one million (\$1,000,000) to protect it, its employees, agents, and subcontractors, the COUNTY, its employees, officers, officials and agents, Host Communities and Host Entities from any and all claims made against any of them that arise from, are the result of, or occur pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of, or performance under this Agreement, and specifically encompassing actions or omissions of any of the aforementioned persons to be covered. Any coverage obtained shall acknowledge the insurer's duty to defend any insured against any and all claims arising from, resulting from, or occurring pursuant to the CONTRACTOR'S and/or any subcontractor's implementation of this Agreement. The insurer's duty to defend shall not terminate before the "per occurrence" or "annual aggregate" limits are exhausted by the obligation to pay claims under the policies.

Section 9.4 Scope of Coverage. The types of claims to be covered shall include, but are not limited to the following:

- (a) Claims under worker's compensation and other similar employee benefit act(s),
- (b) Claims for damages because of bodily injury, occupational illness or disease, or death of an employee,
- (c) Claims for damages because of bodily injury, occupational illness or disease, death or other pecuniary or non-pecuniary loss of any person or party other than an employee,
- (d) Claims for damages because of injury in any way relating to or destruction of property, including loss of use therefrom,
- (e) Claims for damages and/or clean-up costs resulting from spills or releases of wastes, fires, explosions, or other causes of environmental contamination that may occur during the conduct of any activity required by this Agreement;
- (f) Claims for legal expenses court costs and reasonable attorney's fees.

Section 9.5. Protective liability insurance. The Contractor shall protect the COUNTY or its assignee, if any, from contingent responsibility arising from any work, project or operation performed under this Contract by adding these parties as named insured as a rider to the general Contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, Ill. 60432.

Section 9.6. Proof Of Carriage Of Insurance.

- (a) The Contractor shall furnish the COUNTY at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days' written notice has been received by all named insured." Coverage shall be maintained for at least sixty (60) days beyond the completion of all the CONTRACTOR'S duties under this Agreement as acknowledged by the COUNTY or the termination of the Agreement, whichever date is later. Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.
- (b) All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.
- (c) The Contractor shall provide a certificate of insurance which meets the minimum limits of insurance described herein and required by Host Entity and lists the host entity of each Mobile Drop Off Event as certificate holder and as additional insured.
- (d) Insurance Companies shall maintain a financial strength rating and shall provide all insurance coverage and claims paying ability rating no lower than "A" minus "VIII" as rated by the most current AM Best's Insurance rating.
- (e) County shall consider canceling this Agreement with Contractor if it has not fully discharged its responsibilities for each Drop Off Event, HHW Supply drop off at or HHW pickup from County Designated Location under the term of this contract including, but not limited to, submission of all documentation verifying proper disposal, reuse, recycling, treatment and/or destruction within nine (9) months after an HHW Drop Off Event, HHW Supply drop off at or HHW pickup at a County Designated Location.

Section 9.7 CONTRACTOR'S Failure to Maintain Required Insurance. The failure of the CONTRACTOR to obtain or maintain the insurance coverage required by this Agreement throughout the period specified above shall be sufficient cause for the COUNTY to terminate this Agreement, at its sole discretion.

ARTICLE 10.0 INDEMNIFICATION

Section 10.1 Indemnification.

The Contractor agrees to indemnify, save harmless and defend the County, its agents, host entities, representatives, officers, officials, employees, and eligible participants, from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and reasonable attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the sole willful and wanton conduct of the County of Will, its agents, servants, or employees or any other person indemnified hereunder. In no event shall either party be responsible to the other for consequential, incidental, indirect, special or punitive damages.

The acceptance by the County of Will, or its respective representatives, of certifications of insurance provided for other or different coverage than therein provided to be furnished shall in no event be deemed to be a waiver of any of the provisions of this indemnity agreement.

ARTICLE 11.0 SUBCONTRACTORS

Section 11.1 Responsibility for Subcontractors.

- (a) The CONTRACTOR shall assume responsibility for all services provided for in the Agreement, even if performed by a subcontractor. Furthermore, the CONTRACTOR shall be the point of contact with the COUNTY concerning issues associated with the Agreement, including but not limited to, all issues of subcontracted work.
- (b) The CONTRACTOR shall be completely responsible for the subcontractor's adherence to all provisions of the contract, and for any claims or damages that may arise as a result of acts or omissions on the part of the subcontractor.

Section 11.2 Approval or Dismissal of Subcontractors.

- (a) The COUNTY reserves the right to approve any and all subcontractors. Any delay or standby costs, which arise because the CONTRACTOR provided a subcontractor unacceptable to the COUNTY, shall be at the CONTRACTOR'S sole risk.
- (b) The COUNTY reserves the right to dismiss or remove a subcontractor from the event due to CONTRACTOR's inaction upon verbal notice by COUNTY to CONTRACTOR requesting dismissal of subcontractor due to actions that display carelessness, lack of initiative or motivation to work, and/or lack of respect or inappropriate behavior towards attendees or other workers on site.
- (c) The COUNTY reserves the right to hire any and all subcontractors to supplement or replace certain services provided by CONTRACTOR. The CONTRACTOR shall have no responsibility for the actions or inactions of any subcontractors hired by the COUNTY. However, the CONTRACTOR must cooperate with the subcontractor to the extent necessary and practical.

ARTICLE 12.0 TERMINATION

Section 12.1 Termination of Agreement.

- a) Either party may terminate this Agreement upon sixty (60) days written notice to the other pursuant to the notice requirements in Section 14.3 of this Agreement.
- b) Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall not commence any further work on behalf of the COUNTY. CONTRACTOR shall complete all tasks required for the fulfillment of its contractual responsibilities relating to work commenced before the date of termination. COUNTY shall only compensate CONTRACTOR for prior services satisfactorily rendered and the completion of work in progress on the date of termination.

ARTICLE 13.0 INVOICING AND PAYMENTS

Section 13.1 Invoicing.

- a) Contractor shall submit one (1) invoice per Drop Off event for Mobilization Cost and Disposal Costs, one (1) invoice per HHW Supply Delivery at County Designated Location, one (1) invoice per HHW Pick Up service at County Designated Location and disposal to: Will County Land Use Department, Resource Recovery & Energy Division, 58 E. Clinton St., Suite 100, Joliet, IL 60432, within thirty (30) days of each event or service date.
- b) Each invoice must include name of event or service location, individual waste stream weight in pounds, container type and size, container quantity for each waste stream, unit price, waste stream name, packaging method (i.e. bulked, loose packed, lab packed), method of disposal, disposal site, and manifest number. Waste stream name on invoice must match waste stream names listed with Disposal Cost Sheet (Attachment E within RFP).
- c) Accompanying each invoice shall include copies of manifest(s), Lap pack drum inventories, Cylinder identification sheet/packing list(s) and the Individual Drop Off Event Report described in Section 6.2 of this Agreement.
- d) Each invoice for Mobile Drop Off Events shall indicate the Mobilization Cost that corresponds with the range of vehicles expected for event as specified by COUNTY to Contractor prior to the event. Mobilization Cost for event shall equal amount specified within Attachment G within RFP for the range of vehicles specified by COUNTY prior to event. Each invoice must include a performance penalty of \$500 for each CONTRACTOR employee not working Drop Off Event below the number specified within Section 15 within RFP. COUNTY will subtract performance penalty from invoice if omitted by CONTRACTOR.
- e) If applicable, invoice shall include the optional incremental increase in mobilization costs to account for an increase in increments of each 1% of vehicles above County specified vehicle range for event
- f) No fuel or energy surcharges will be allowed for any service provided under this Agreement.

Section 13.2 Payments.

- a) Billing for each category (Mobilization, HHW Supply Delivery, HHW Pick up, and Disposal Costs) must match the amount indicated on the respective bid sheets. Any deviations from the bid sheets must have prior authorization from the COUNTY.
- b) After County approval of mobilization cost, performance penalty (if any), disposal costs, HHW Supply, HHW pick up costs from County Designated Location, and disposal costs on Contractor invoice, COUNTY shall verify the payment due CONTRACTOR by totaling the Costs.
- c) All pay-outs/payments to the CONTRACTOR will be made within sixty (60) days of invoicing following the completion and submittal of all required paperwork as stated in the contract documents after each event or service date. Payment shall be made in accordance with Illinois Local

Government Prompt Payment Act. In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Contractor and the County will cease immediately without any penalty of liquidated damages or any other payments.

**ARTICLE 14.0
MISCELLANEOUS**

Section 14.1 Number of HHW Supply Deliveries, HHW Pick Ups, Drop Off Events, Event Participation Levels, and Waste Quantities. COUNTY makes no representations whatsoever regarding minimum number of service requests for HHW Supply Delivery, HHW Pickups from County Designated Location, or minimum number of Drop Off Events per year, level of public participation in the COUNTY'S HHW Drop Off Program, or quantities of waste to be collected pursuant to this Agreement.

Section 14.2 Assignment. This Agreement shall be binding on CONTRACTOR and its successors and assigns. Neither party to the Agreement shall assign the Agreement nor any document or instrument executed in connection therewith without the written consent of the other, which shall not be unreasonably withheld.

Section 14.3 Notices. All notices, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands request, or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or day on which United States Mail is not delivered:

- (a) If to COUNTY: Will County Land Use Department
Resource Recovery & Energy Division
58. E. Clinton Street, Suite 100
Joliet, IL 60432
- (b) If to CONTRACTOR: CONTRACTOR
Attention: (name)
(Address)
(City), IL (zip)

Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 14.4 Relationship of the Parties. Neither party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; nothing herein shall render either party a County designated, agent or representative of the other party or create any fiduciary relationship between the parties.

Section 14.5 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or be construed to be a waiver thereof, so that such right may be exercised from time to time and as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If either party breaches any provision, responsibility, warranty, or covenant contained in this Agreement or thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Section 14.6 Amendment. This document may not be amended except by written agreement signed by the authorized representatives of all parties hereto.

Section 14.7 Authorized Representatives. Each party shall identify an authorized representative to be primarily responsible for the interests of that party. County Site Manager shall be COUNTY'S representative under this Agreement. CONTRACTOR shall assign a representative. COUNTY and CONTRACTOR shall give notice to the other if either elects to change its authorized representative.

Section 14.8 Agreement Governed by Illinois Law. The laws of the State of Illinois shall govern this Agreement. The venue for any dispute relating to this agreement shall be in the Twelfth Judicial Circuit in Will County, Illinois.

Section 14.9 No Other Agreement. All negotiations, proposals and agreements prior to the date of this Agreement are superseded hereby, there being no agreements or understandings other than those written or specified herein, unless otherwise provided. This Agreement hereto constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the operation of the COUNTY'S HHW Drop Off Program. In the event of a conflict between the terms set forth herein and any supplemental contract documents, the terms set forth herein shall govern. The preprinted terms and conditions appearing on any County's purchase order or other form order documents shall be null and void.

Section 14.10 Successors and Assigns. This Agreement shall be binding upon inure to the benefit of the respective successors, assigns, administrators, and trustees of COUNTY and CONTRACTOR.

Section 14.11 Execution of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but the same instrument.

Section 14.12 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of the determination, implement and give effect to the intentions of the parties as reflected herein. All other terms of this Agreement, how they shall be amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

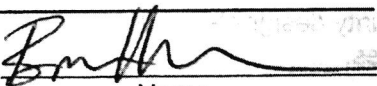
IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and CONTRACTOR and COUNTY have cause this Agreement to be dated as of the date and year first written above.

COUNTY OF WILL

CONTRACTOR

Clean Harbors Environmental Services, Inc.

By: _____
Lawrence M. Walsh,
Will County Executive

By: 
Name
SUP MIDWEST ESTS
Title

CONTRACTOR

Clean Harbors Environmental Services, Inc.

Bruce Morgan

By: [Signature]
Name

VP Midwest ESTS
Title

Attest:

By: _____
Lauren Staley Ferry
County Clerk

By: Bruce Morgan
Name/Title

Attachment: Will County -- 2019-24 HHW AGREEMENT-Signed (19-133 : Awarding Bid for Household Hazardous Waste Collection)