OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF WILL

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

Rita Weiss
Purchasing Director

Direct Dial: (815) 740-4605
Fax:: (815) 740-4604
Email: rweiss@willcountyillinois.com

May 9, 2013

Tradebe Treatment & Recycling, LLC
4343 Kennedy Avenue
East Chicago, IN 46312

Attn: David Holmgreen

Re: Bid #2013-24 Household Hazardous Waste Collection

Dear Mr. Holmgreen:

Please consider this letter as formal notification of award for the Household Hazardous Waste Collection, Land Use, Waste Services Department in Joliet, IL. Your bid was approved at the April 18, 2013 meeting of the Will County Board. Enclosed is the resolution awarding this bid.

We look forward to a very efficient and sound working relationship ahead. If you have any questions, please call me anytime at 815-740-4605 or David Hartke, Sr. Waste Analyst, Land Use Department, at (815) 727-7898.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

Enclosure

Cc: Dave Hartke, Resource Recovery & Energy Division, Land Use Department

RW/mmf

Executive Committee
Resolution #13-107

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 COUNTY has 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 household hazardous waste collections per year each spring for the life of the landfill; and

WHEREAS, on March 26, 2013, the County Executive's Office opened four acceptable bids to provide household hazardous waste collection services, for approximately five 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 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, Tradebe Treatment & Recycling, East Chicago, IN; 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, Tradebe Treatment & Recycling, East Chicago, IN for a three year period, starting May 1, 2013 and ending April 30, 2016.

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 18th day of April, 2013.

Vote: Yes 24 No 0 Pass _____ *(SEAL)*

Nancy Schultz Voots
Will County Clerk

Approved this 26 day of April, 2013.

Lawrence M. Walsh
Will County Executive

Res awarding bid household hazardous waste collection HHW 18Apr13

FROM THE DESK OF
RITA WEISS
PURCHASING DIRECTOR

BID HISTORY

ITEM: 2013-24 HOUSEHOLD HAZARDOUS WASTE COLLECTION BID

DEPARTMENT: LAND USE, WASTE SERVICES DIVISION

COUNTY EXECUTIVE PERMISSION TO BID: N/A BUDGETED ITEM

FINANCE COMMITTEE PERMISSION TO BID: N/A BUDGETED ITEM

BID LETTING: MARCH 6, 2013

PUBLISHED NOTICE: HERALD NEWS, JOLIET, MARCH 8, 2013

FUNDING SOURCE: 285-41-290-3910 Recycling Program

BID OPENING: MARCH 26, 2013, 10:10 A.M.

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

BIDDING RESULTS:

NUMBER RELEASED: 12 & INTERNET **NUMBER RETURNED:** 5

BIDDER:	TOTAL FOR ONE EVENT*
Tradebe Treatment & Recycling, East Chicago, IN	**$ 20,381.80**
Veolia Environmental Services, East Chicago, IN	$ 21,066.95
EQ - The Environmental Quality Co, Wayne, MI	$ 32,116.05
Heritage Environmental Services, LLC, Lemont, IL	$ 37,506.50
Clean Harbors Environmental Services, Chicago, IL	**NO BID**

Recommendation from Dean Olson, Resource Recovery & Energy Division Director, and David Hartke, Household Hazardous Waste Program Manager, is to select lowest, responsible bidder, **Tradebe Treatment & Recycling, East Chicago, IN**, for the approximate cost of **$ 20,381.80 per event**. This will be a three (3) year contract, from May 1, 2013 through April 30, 2016.

ORIGINAL

BID TABULATION SHEET

DEPARTMENT: BID #2013-24 HHW COLLECTION, WASTE SERVICES DEPARTMENT
DUE: 3-26-13, 10:00 AM OPENED: 3-26-13, 10:10 AM

BIDDER	REQUIREMENTS	ATTACHMENTS
Tradebe Treatment & Recycling 4343 Kennedy Avenue East Chicago, IN 46312	BID BOND $5000 - Bond PRIME CERT yes ADDENDA REC'D 1 yes FORMS SIGNED yes	A Y B Y C Y E Y F Y G Y H Y
EQ – The Environmental Quality Co 36255 Michigan Avenue Wayne, MI 48184	BID BOND $5000 - Bond PRIME CERT yes ADDENDA REC'D 1 yes FORMS SIGNED yes	A Y B Y C Y E Y F Y G Y H Y
Clean Harbors Environmental Svcs 11800 South Stony Island Avenue Chicago, IL 60637	BID BOND PRIME CERT NO BID ADDENDA REC'D FORMS SIGNED	A B C E F G H
Heritage Environmental Services LLC 15330 Canal Bank Road Lemont, IL 60439	BID BOND $5000 - Bond PRIME CERT yes ADDENDA REC'D 1 yes FORMS SIGNED yes	A Y B Y C Y E Y F Y G Y H Y
Veolia ES Technical Solutions 5137 Indianapolis Boulevard East Chicago, IN 46312 Kathryn Booth	BID BOND $5000 - Bond PRIME CERT yes ADDENDA REC'D 1 yes FORMS SIGNED yes	A Y B Y C Y E Y F Y G Y H Y

ALSO PRESENT: Rita Weiss, Missy Miesmer Fort, David Hartke

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

MEMORANDUM

DATE: April 1, 2013

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 November 20, 2008, 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.

As part of the bid the County requested additional services such as the removal of drums containing residentially generated waste pharmaceuticals, the delivery of paint collection supplies, the removal of residentially generated paint from County partner sites, and the transportation and proper management for those drums, which include recycling, fuel blending and/or incineration. 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 May 1, 2013until April 30, 2016.

Will County received acceptable bids from EQ-The Environmental Quality Company, Heritage Environmental Services LLC, Tradebe Treatment & Recycling LLC, and Veolia ES Technical Solutions LLC. Please see the attached tables 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/Drum Delivery & Pick up costs/Paint Collection Costs, and References. The bidder with the highest evaluation score and the lowest estimated costs was Tradebe Treatment & Recycling LLC. **Therefore, after careful review, Resource Recovery & Energy Division staff recommends Tradebe Treatment & Recycling LLC to perform Household Hazardous Waste Collection services for Will County for the next contract period.**

Will County Household Hazardous Waste Collection Program Bid # 2013-024 -- Cost Comparison

Typical Waste Streams*	Average Quantity/Event*	Bidder Costs**			
		EQ	Heritage	Tradebe	Veolia
Aerosols Poison LP	1 drum (15 gallon)	169	172	75	113.05
Aerosols Flammable	8 drums (55-gallon)/ 2 CY Boxes	1400	712	990	927.5
Antifreeze (Bulked in truck or drums)	2 drums (55 gallon)	170	244	138	172.5
Batteries Lithium	1 drum (5 gallon)/ 20 pounds	315	227	45	65
Batteries Ni-Cad	1 drum (20-gallon)/ 55 pounds	185	206	230.2	150.25
Corrosive Acids LP	2 drums (55-gallon)	380	1104	410	287.5
Corrosive Caustics LP	2 drums (55-gallon)	380	1104	410	287.5
Flammable liquids/Adhesives/Sealers LP	16 drums (55-gallon)/ 4 CY Boxes	2420	1368	1836	2683
Flammable Liquids/Solvents Bulked	5 drums (55-gallon)	700	710	360	362.5
Flammable Liquids/Toxic LP	7 drums (55-gallon) (2 CY Boxes)	1610	684	1190	927.5
Fluorescent Bulbs-4 foot equivalent	610 Bulbs / 403 pounds	134.2	213.5	195.2	189.1
Fluorescent Bulbs-HID(50%), CFL(50%), U-shpd	60 Bulbs / 103 pounds / 1 drum (30 gal)	32.85	95	34.5	66.9
Latex Paint LP	28 drums (55-gallon)/ 7 CY boxes	1225	1596	1814.2	1713.15
Lead-Acid Batteries	2500 Pounds	550	500	850	775
Mercury	1 drum (5-gallon)	130	280	190	217.5
Metallic Paint (Aluminum, Zinc) LP	3 drums (5-gallon)	350	138	350	No bid
Oxidizers-Liquids LP	2 drums (55-gallon)	1950	712	690	350
Oil-Based Paint LP	32 drums (55-gallon)/ 8 CY boxes	2800	3704	2045.8	1931.35
Oil	16 drums (55 gallon)/ 880 gallons	1360	1012	720	352
PCB Ballasts	1 drum (5-gallon)	75	85	200	41.5
Toxic Liquids Inorganic LP	7 drums (55-gallon)	3255	2492	1278.9	1006.25
Toxic Liquids Organic	1 drum (5-gallon)	90	77	49	25.25
Toxic Solids/Poisons LP	4 drums (55-gallon)/ 1 CY Box	1860	1424	495	571.65
Unused/Outdated Pharmaceuticals (non-controlled)	2 drums (30-gallon)	295	462	160	250
Water Reactive Solids LP	2 drums (5-gallon)	280	194	360	190.5
Subtotal Disposal Costs		22116.05	19515.5	15116.8	13656.95
Percentage above LOW BID for Disposal Costs		62%	43%	11%	LOW BID
Mobilization Fee		7600	16036	3855	5200
Drum Delivery/Pick up Fee from Warehouse		600	350	465	480
Paint Supply Delivery		600	500	495	480
Latex paint semi load transported to recycling facility		1200	1105	450	1250
Subtotal		10000	17991	5265	7410
Percentage above LOW BID for Mobilization, Drum Delivery/Pick up, Paint Supply Delivery & Recycling		90%	240%	LOW BID	41%
Total Bid:		**32116.05**	**37506.5**	**20381.8**	**21066.95**
Percentage above LOW BID for Total Bid costs		57.6% Higher	84% Higher	**LOW BID**	3.36% Higher

* The "Typical Waste Streams " and "Average Quantity/Event" amounts are based upon Will County's previous collection data from the five events conducted in 2012. Not all possible waste categories are represented.

** Bidder disposal costs were determined by utilizing each bidders lowest disposal cost provided for each waste stream within Attachment E submitted by each bidder

EVALUATION OF BIDS (Bid # 2013-24)

For County of Will Household Hazardous Waste Collection Program

April 2013

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EQ-The Env. Co.	4	4	4	5	3	4	13.3	2.5	5
Heritage Env. Srvcs	3	4	2.5	5	4	4	19.95	0	5
Tradebe Tr & Rec.	5	5	10	5	4	5	31.15	25	5
Veolia Env Srvcs	1	3	0	5	0	2.5	35	14.75	5

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

2. The bid with the lowest mobilization & drum delivery/pick up cost received the maximum number of award 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 2.5 award points, a bid 50% higher than the lowest bid would be deducted 12.5 award points

OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF WILL

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

Rita Weiss
Purchasing Director

Direct Dial: (815) 740-4605
Fax:: (815) 740-4604
Email: rweiss@willcountyillinois.com

May 9, 2013

EQ- The Environmental Quality Company
36255 Michigan Ave.
Wayne, MI 48184

Attn: Robert Wheatley

Re: Bid #2013-24 Household Hazardous Waste Collection

Dear Mr. Wheatley:

Enclosed is your $5,000.00 Bid Deposit Bond for the project noted above. Your firm was not the successful bidder on this project. The bid was awarded to Tradebe Treatment & Recycling, LLC, East Chicago, IN, for an estimated cost of $20,381.80, per event.

Thank you for bidding this project; I hope you continue to bid on future requirements.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

Enclosure

RW/ mmf

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE EQ-The Environmental Quality Company
36255 Michigan Ave, Wayne, MI 48184

as Principal, hereinafter called the Principal, and Westchester Fire Insurance Company
436 Walnut Street, P. O. Box 1000, Philadelphia, PA 19106

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto Will County Land Use Development
302 N Chicago Street, 2nd Fl, Joliet, IL 60432

as Obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and 00/100
Dollars ($ $5,000),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Household Hazardous Waste Collection Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of March, 2013

Dorie Ellsworth
(Witness)

EQ-The Environmental Quality Company
(Principal) (Seal)
By: Patty Werling
Patty Werling, Bond & Project Specialist (Title)

(Witness)

Westchester Fire Insurance Company
(Surety) (Seal)
By: Laurie Pflug
Attorney-in-Fact (Title)

Acknowledgment of Corporate Surety

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 26 day of March , 2013 before me appeared Laurie Pflug , to be known,

who being by me duly sworn did say that she is the aforesaid Attorney-in-Fact of the Westchester Fire Insurance Company

a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Signature

(Notary Seal)

NICOLE CATHERINE LANGER
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2018

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Barbara L Raedeke, Dennis Loots, Jill N Swanson, Laurie Pflug, Nicole Langer, Nina E Werstein, all of the City of MINNEAPOLIS, Minnesota, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents ($10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 23 day of October 2012.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E Brandt
Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 26 day of March, 2013

William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 23, 2014.

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8600S
THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF WILL

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

Rita Weiss
Purchasing Director

Direct Dial: (815) 740-4605
Fax:: (815) 740-4604
Email: rweiss@willcountyillinois.com

May 9, 2013

Heritage Environmental Services, LLC
15330 Canal Bank Road
Lemont, IL 60439

Attn: Marlo Tubongbanua

Re: Bid #2013-24 Household Hazardous Waste Collection

Dear Ms. Tubongbanua:

Enclosed is your $5,000.00 Bid Deposit Bond for the project noted above. Your firm was not the successful bidder on this project. The bid was awarded to Tradebe Treatment & Recycling, LLC, East Chicago, IN, for an estimated cost of $20,381.80, per event.

Thank you for bidding this project; I hope you continue to bid on future requirements.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

Enclosure

RW/ mmf

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Heritage Environmental Services, LLC
15330 Canal Bank Road
Lemont, IL 60439

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
600 Red Brook Blvd, Suite 600
Owings Mills, MD 21117

OWNER (Name, legal status and address):

Will County Treasurer
302 N. Chicago St.
Joilet, IL 60432

Bond Amount: $5,000 Five Thousand Dollars and 00/100

PROJECT : (Name, location or address, and Project number, if any):

County of Will Household Hazardous Waste Collection Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2013

(Witness) (Seal)

(Witness) Terry Hurst

Heritage Environmental Services, LLC

By: Debi Edwards

(Principal) (Seal)

Debi Edwards

(Title)

Fidelity and Deposit Company of Maryland

(Surety) (Seal)

By:

(Title) Robert M. Rutigliano Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1890

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

Bond Number: Bid Bond

Obligee: Will County Treasurer

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert M. Rutigliano**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 17th day of May, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
County of Baltimore

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of March, 2013.

Thomas O. McClellan, Vice President

OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF WILL

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

Rita Weiss
Purchasing Director

Direct Dial: (815) 740-4605
Fax:: (815) 740-4604
Email: rweiss@willcountyillinois.com

May 9, 2013

Veolia ES Technical Solutions, LLC
5137 Indianapolis Blvd.
East Chicago, IN 46312

Attn: Mark Holder

Re: Bid #2013-24 Household Hazardous Waste Collection

Dear Mr. Holder:

Enclosed is your $5,000.00 Bid Deposit Bond for the project noted above. Your firm's proposal was rejected as it did not contain signature on the bid form, as required. The bid was awarded to Pollution Control Industries Inc, East Chicago, IN, for an estimated cost of $23,880.53, per event.

Thank you for bidding this project; I hope you continue to bid on future requirements.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

Enclosure

Bond No. 864167

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we Veolia ES Technical Solutions, L.L.C., 700 East Butterfield Road, Suite 201, Lombard, IL 60148 the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, the Surety, are hereby bound unto the Will County Treasurer, 302 N. Chicago Street, 2nd Floor, Joliet, IL 60432 the Obligee, in the penal sum of Five Thousand and 00/100 Dollars ($5,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Bid #2013-24, Household Hazardous Waste Collection Program.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 26th day of March 2013.

Veolia ES Technical Solutions, L.L.C
Principal

By: Douglas Berg CHIEF FINANCIAL OFFICER
Title

Witness: Tim Long

Evergreen National Indemnity Company
Surety

By: Cheryl C. May
Cheryl C. May, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond No. 864167

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: ***CHERYL C. MAY***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

> "RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
> FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY

EVERGREEN NATIONAL INDEMNITY COMPANY CORPORATE SEAL 1939 OHIO

By: _____
Charles D. Hamm Jr , President

By _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

NOTARIAL SEAL STATE OF OHIO
PENNY M BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

_____
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 26th day of March, 2013.

EVERGREEN NATIONAL INDEMNITY COMPANY CORPORATE SEAL 1939 OHIO

_____
Wan C. Collier, Secretary

STATE OF ILLINOIS
DEPARTMENT OF INSURANCE

WHEREAS,

EVERGREEN NATIONAL INDEMNITY COMPANY
located at
Mayfield Heights. Ohio

has complied with all the requirements of the ***"Illinois Insurance Code"*** applicable to said Company:

NOW, THEREFORE, I the undersigned, Director of Insurance of the State of Illinois, do hereby authorize the said Company to transact its appropriate business as set forth under clause(s)

(a),(b),(c),(d),(e),(f),(g),(h),(i),(j),(k) of Class 2
(a),(b),(c),(d),(e),(f),(g),(h) of Class 3

of Section 4 of the ***"Illinois Insurance Code"*** in this State in accordance with the laws thereof, until the 1st day of July, 2013.

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed this Seal.

Done at the City of Springfield, this 1st day of July, 2012.

Andrew Boron
Director of Insurance

965154-51

Evergreen National Indemnity Company

Certificate

2011

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

Direct Written Premium	$ 32,580,612
Reinsurance Assumed	3,160,705
Reinsurance Ceded	(24,931,981)
Net Written Premium	10,809,336
Change in Unearned	661,296
Net Earned Premium	11,470,632
Loses & LAE Incurred	(44,824)
Net Commission Expense	4,773,797
Other Expenses	3,215,475
Underwriting Gain/ (Loss)	3,526,184
Net Investment Income	2,006,744
Net Realized Capital Gains (Loss)	361,044
Other Income/ (Expense)	167
Income Before FIT	5,894,139
Federal Income Tax	1,479,666
Net Income	**4,414,473**

BALANCE SHEET

Assets	
Invested Assets	47,879,998
Agent's Balances (net of Reins.)	1,863,537
Reinsurance Recoverable	285,323
Other Assets	730,182
Total Assets	**50,759,040**
Liabilities & Surplus	
Unearned Premium Reserve	4,256,991
Loss & LAE Reserves	4,005,177
Ceded Reinsurance Payable	3,410,400
Other Liabilities	5,317,202
Total Liabilities	**16,989,770**
Surplus	**33,769,270**
Total Liabilities & Surplus	**50,759,040**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2011.

David A. Canzone, Treasurer