

November 18, 2008

Mr. Jon Deicla, General Manager
BFI Waste Systems Of North America, Inc.
9402 West Expressway 83
Harlingen, Texas 78552

Via E-Mail: jon.deicla@awin.com

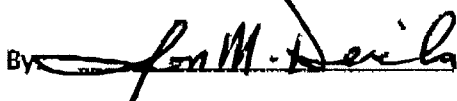
Re: Sixty (60) Day Extension - "E-07-468-12-18-Landfill Access For Pct. 1"

Dear Mr. Deicla:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 2, 2008 to exercise the option to exercise the sixty (60) day grace period for the current extended contract in place while procurement process is completed. Expiring on March 1, 2009 or, (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of notice of intent to extend the sixty (60) day extension of the extended contract in place under the same rate, term and conditions by signing below and returning to the Purchasing Department by no later than, Friday, November 21, 2008, 10:00 a.m., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contracts Mgr. and/or by E-Mail: evangelina.garcia@co.hidalgo.tx.us.

BFI Waste Systems Of North America, Inc.

By: 

Date: 11-20-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: Cris Villarreal, Buyer
Hidalgo County Purchasing Department
cris.villarreal@co.hidalgo.tx.us

File



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1 Via Email

ATTN: Noe Montes, Assistant Administrator

FROM: Cris Villarreal, Buyer C.V.
Hidalgo County Purchasing Department

DATE: October 23, 2008

RE: RFB for "Landfill Access for Precinct No. 1".

Please be advised that the above referenced contract has an option for the County to exercise a sixty (60) days grace period at the end of the contract term which expires on December 31, 2008.

We would like your approval to take advantage of the current prices for this project inasmuch as it will maximize the County's budget.

Unless you know of any rationale not to exercise the extension, we would appreciate you inform us as soon as possible. In the mean time, we will work on specifications for the same as well, so as to start initiating the bidding process before the end of the contract term.

We ask that you acknowledge by signing below and marking approve or disapprove including budget information and return back by Monday, October 27, 2008, by 4:00 P.M., in order to place on the next Commissioner's Court Meeting.

If you have any questions, please call me at 318-2626.

APPROVE

DISAPPROVE

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT #: 8 1100-432-00-121-0010-350 PRECINCT NO: # 1

[Signature] Noe Montes 10/24/08
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.



PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

E-07-468-12-18

John M. Dick, General Manager
BFI Waste Systems of North America, Inc.
9402 West Expressway 83
Harlingen, Texas 78552

Via Fax (956) 428-2045

Re: E-06-447-12-12-"Landfill Access for Precinct No. 1"- Precinct No. 1

Dear Mr. Dick:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for the (second 2nd year) of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 12, 2007, 2:00 p.m., via facsimile to (956) 956-318-2629.

By: 

Date: 12-12-07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Specifications within Hidalgo County following a request for Services by the Hidalgo County or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 2, 2006 and ending on December 31, 2006 and may be extended at the sole discretion of County for two (2) additional one (1) year renewal terms under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

BFI Waste Systems of North America, Inc.
Jon M. Dick, General Manager
9402 W. Expressway 83
Harlingen, Texas 78552

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.
15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2006.

COUNTY OF HIDALGO

ATTEST:

Eddy Trevino
Eddy Trevino, County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 1-2-06

COMPANY: BFI Waste Systems of North
America, Inc.

By: Jon M. Dick
Printed Name: Jon M. Dick
Title: GENERAL MANAGER

Approved by Commissioners' Court on January 2, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: AH

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY PRECINCT NO. 1

BID NO.: 05-314-12-21CGV

Exhibit "A"

SPECIFICATIONS

"LANDFILL ACCESS"

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type 1 permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.
 2. The bidder will accept possession & entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not possesses a Type 1 permit. The purpose of this contract are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.
 3. Bidder should propose price for a one year contract and two additional (1) year renewals, at County's option.
 4. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.
 5. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications and to continue at all times in force in effect during the term of any such contract.
 - A. A \$500,000 general liability policy with limits of at least \$100,000/3000,000 in accordance with the Texas Tort Claims Act;
 - B. Workers compensation insurance as required by applicable law;
 - C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
 - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
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- E. Any contract award pursuant hereto shall provide that it shall automatically suspend upon the cancellation or termination of any required policy of insurance hereunder.
6. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;
 7. **Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect to award separate contracts for landfill access service for one or more precincts.**
 8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.
 9. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
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EXHIBIT "B"
VENDOR'S RESPONSE

"LANDFILL ACCESS"
BID NO. 05-314-12-10CGV

BID FORM

PRICE PER TON: \$21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: \$1.25 per ton

VENDOR NAME: BFI Waste Systems of North America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, TX 78552

PHONE NO.: (800) 423-7316 FAX NO.: 428-62045 CELL NO.: (956) 495-4236

AUTHORIZED SIGNATURE: *Jon M. De la*

TITLE: General Manager

DATE: 12-14-05

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

Email:

~~jon.de la~~

~~jon.de la~~

jon.de la@owin.com

EXHIBIT "C"
INSURANCE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE
12/12/2007

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		877-945-7378		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054		INSURERS AFFORDING COVERAGE		NAIC#	
		INSURER A: American Home Assurance Company		19380-005	
		INSURER B: Illinois National Ins. Co.		23817-002	
		INSURER C: Ins. Co. of the State of PA		19429-000	
		INSURER D: New Hampshire Insurance Company		23841-001	
		INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL1595716	1/1/2008	1/1/2009	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A X	AUTOMOBILE LIABILITY	CA1607261	1/1/2008	1/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A X	ANY AUTO	CA1607262	1/1/2008	1/1/2009	
A X	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CA1607263	1/1/2008	1/1/2009	
	GARAGE LIABILITY				
	ANY AUTO				
	EXCESS/UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5145026	1/1/2008	1/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$1,000,000 Each Accident \$1,000,000 Disease Policy Limit \$1,000,000 Limit Each Employee
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC5145027	1/1/2008	1/1/2009	
B	If yes, describe under SPECIAL PROVISIONS below WC5145029	WC5145029	1/1/2008	1/1/2009	
A	OTHER	WC5145022	1/1/2008	1/1/2009	
C	Workers Compensation	WC5145025	1/1/2008	1/1/2009	
D		WC5145023	1/1/2008	1/1/2009	
		WC5145024	1/1/2008	1/1/2009	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Named Insured Includes BFI Waste Services of Texas LP

CERTIFICATE HOLDER

County of Hidalgo
 Purchasing Dept
 100 East Cano
 Edinburg, TX 78539

CANCELLATION Statutory Notice For Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
 Effective: January 1, 2009

Repair and maintenance services

431. **Repair and maintenance services-buildings**
 Expenditures for the repair and maintenance of buildings and permanently installed machinery by outside firms and/or individuals. Includes plumbers, electricians, carpenters, roofers, air-conditioning technicians, etc.
432. **Repair and maintenance service –equipment**
 Expenditures for the repair and maintenance of equipment by outside firms and/or individuals. Includes the maintenance of all types of equipment, machinery, furniture and appliances. (e.g., maintenance agreements, servicing of fire extinguishers).
433. **Repair and maintenance services-roads and bridges**
 Expenditures for the repair and maintenance of roads and bridges by outside firms and/or individuals (e.g., pot hole repairs, striping, and road reflector installation). This does not include initial installation of caliche/dirt on new roads.
434. **Repair and maintenance services-vehicles**
 Expenditures for the repair and maintenance of vehicles by outside firms and/or individuals. This includes the installation of sirens, bed liners, sprayed-on liners, decals, inspection stickers, etc.
435. **Labor and installation services**
436. **Cabling & networking**
530. **Extended warranties**

General Supplies

601. **Office supplies**
 General office supplies and materials, including but not limited to stencils, mailing supplies, extension cords, desk pads, pencil sharpeners, pencils, pens, paper clips, rulers, staplers, calendars, forms, toner, batteries for the operation of office oriented items, plants, name plates, surge protectors, small clocks, calculators, electric staplers, etc. Such items should be relatively low value, relatively consumable and may not be subject to inventory control. Cases and other accessories are also considered under office supplies.

 Cases and other accessories are also considered under office supplies.
614. **Miscellaneous tools and supplies**
 Expenditures for miscellaneous tools and supplies with a cost of less than \$300.00. Examples include saws, saw blades, drills, and drill bits, hammers, wrenches, pliers, screw drivers, tape measurers, levelers, rakes, cutters, tool boxes picks, shovels, hoes, machetes, hacksaws, street brooms, prune cutters, bolt cutters, crow bars, lock nuts, sockets, tire gauges, voltage testers, jig saw, rivets, etc.
615. **Computer supplies**
 Cases, keyboards, mouse, printers, and computer related accessories with an acquisition cost of under \$300.00.

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
 Effective: January 1, 2009

- 626. Gasoline/diesel**
 Expenditures for gasoline/diesel purchased in bulk. Expenditures for gasoline/diesel fuel for the operation of vehicles, which is not purchased in bulk, should be charged to object code 682.

Other

- 630. Food**
 Expenditures for food used in various governmental activities including cost of catered meals. Food used in instructional programs is charged here.
- 631. Bottled Water**
 Expenditures for bottled water used in various governmental activities.
- 640. Reference materials**
 Expenditures for books and periodicals, printed or on electronic media, available for general use.

Minor equipment

Expenditures for equipment with an acquisition cost (per unit) between \$300.00 to \$1,000.00. Equipment under this category does not meet the County's threshold for capitalization and depreciation will be considered as minor equipment and subject to inventory control.

- 661. Minor Office Equipment**
 Expenditures for office equipment with a unit cost between \$300.00-\$999.99. Examples include copiers, multi-job copiers (copy/scan/fax), scanners, transcribing machines, shredders, projectors, mail carts, etc. Expenditures for office equipment with a unit cost of \$1,000.00 or more should be charged to object code 743.
- 662. Minor office Furniture**
 Expenditures for office furniture with a unit cost between \$300.00-\$999.99. Examples include desks, credenzas, chairs, tables, filing cabinets and cases, and pictures, etc. Expenditures for office furniture with a unit cost of \$1,000.00 or more should be charged to object code 746.
- 663. Minor tools & equipment**
 Expenditures for small tools with a unit cost of between \$300.00-999.99. This category includes carpentry and lawn tools. Examples include saws, air compressors, and tool sets.
- 664. Minor equipment - other**
 Expenditures for minor equipment with a unit cost of between \$300.00-999.99 that cannot be properly classified elsewhere. Examples include televisions, binoculars, microwaves, refrigerators, vacuums, ladders, lawn mowers, tool boxes, BBQ pits, pumps hydraulic jacks, emergency light bars, utility trailers, hoses and connectors, etc. Expenditures for other equipment with a unit cost of \$1,000.00 or more should be charged to object code 748.
- 665. Minor Computer equipment**
 Expenditures for computer and computer related items with a unit cost between \$300.00-\$999.99. Examples include desktops, laptops, monitors, modems, routers, printers, digital cameras, internal cards, etc. Expenditures for computer equipment with a unit cost of \$1,000.00 or more should be charged to object code 745.

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
Effective: January 1, 2009

Repair and maintenance supplies (other than vehicles)

- 671. Repair and maintenance supplies-buildings**
Examples include lumber, nails, bricks, mortar cement, caulking, insulation, paints, varnishes, paint, rollers, thinners, brushes, strippers, structural steel, iron, and plumbing and electrical supplies. These items do not include tools and can not be reused. This also includes replacements of permanently installed machinery (e.g., air conditioner unit).
- 672. Repair and maintenance supplies-equipment (other than vehicles)**
Examples include parts, filters, hoses, belts, lubricant, etc. for all equipment. These items do not include tools and can not be reused.
- 673. Road Material**
Expenditures for the purchase of road maintenance materials such as sand, gravel, caliche, concrete, hot mix, old mix, riprap, chemicals, etc.

Machinery and equipment

- 745. Computer equipment**
Expenditures for computer and computer related items with a unit cost of \$1,000.00 or more. Examples include computer systems, desktops, laptops, modems, routers, printers, servers, monitors, computerized time clocks, digital camcorders, Digital Telephone systems, etc. Expenditures for computer equipment with a unit cost of less than \$1,000.00 should be charged to object code 665.