



with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Precinct No. 2 and Hidalgo County Purchasing Department** or his designated agent(s). 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 **July 7, 2009** and ending **July 6, 2010** and may be extended at the sole discretion of County for an additional one (1) year term, 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      **Allied Waste Services**  
**Attn: Rey Alegria, Major Accounts/Retention Rep.**  
**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. Termination: This contract may be terminated without cause by County on thirty day's written notice to Company.

15. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause on thirty day's written notice prior to cancellation.

16. 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.

17. 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 \_\_\_\_\_, 2009.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY: **Allied Waste Services, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Commissioners Court on: \_\_\_\_\_

**APPROVED AS TO FORM:**  
**Atlas & Hall, L.L.P.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT “A” SPECIFICATIONS**

EXHIBIT "A"  
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT No. 2

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"WASTE COLLECTION SERVICES  
FOR SOUTH TOWER COMMUNITY  
RESOURCE CENTER (CRC)"

RFB NO: 2009-147-05-20-otm

**Exhibit "A"**  
**Hidalgo County Precinct No. 2**  
**"Waste Collection Services for South Tower**  
**Community Resource Center (CRC)"**  
**Bid No. 2009-147-05-20-otm**

**SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS**

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The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County Precinct No. 2 is seeking a qualified vendor to provide "Waste Collection Services for South Tower Community Resource Center (CRC)".

1. All services will be done on an "As Needed Basis".
2. Bidder must identify the landfill site to which solid waste material are to be delivered to.
3. In the event Bidder is not the owner or operator of the landfill site, bidder shall provide Hidalgo County with copies of documents authorizing Bidder to dispose of solid waste material in such landfill.
4. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission evidencing authorization for the disposal of waste products.
5. In addition, Bidder shall present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a solid waste collection/disposal business.
6. Bidder will be required to provide one (1) - Eight (8) cubic yard bin with lid and to collect all solid waste materials generated by Hidalgo County Precinct No. 2-South Tower CRC at the following locations:
  - a. 1429 S. Tower Road, Alamo, Texas (once per week)
7. Bidder should specify the following in the bid:
  - Size and Description of containers to be provided by Bidder.
  - Collection schedule proposed by Bidder.
  - Charge per collection, including basis for such charge (i.e. container size, volume of materials actually collected, etc.)
  - Additional fees such landfill charges, transportation charges, etc.
8. Cost for Land Filing will be on per ton basis.

9. Bidders shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.
10. The successful bidder will maintain liability insurance accident and natural disaster, as described and listed in: Insurance Requirements (See Exhibit "C").
11. The successful bidder will indemnify and hold harmless Hidalgo County, its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
12. Hidalgo County upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.
13. Bidders prior to the award of contract and the successful bidder thereafter, will notify County immediately upon termination, cancellation, revocation or suspension of such permits or licenses, in which event Hidalgo County may in its sole discretion, declare to consider such party's bid or if a contract has been awarded, immediately terminate such contract.
14. Each bidder further represents and warrants that there are not current pending legal or administrative proceeding relating to its conduct of a solid waste collection, transport disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful Bidder will notify Hidalgo County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of a solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.
15. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
  - Construction Debris
  - Furniture / Mattresses
  - Flammable / Hazardous Material
  - Batteries
  - White goods transported to metal recycle
16. Bidder should designate which categories of waste your firm can transport or accept for waste storage.
17. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event and upon the discretion of Hidalgo County Precinct No. 2.

18. In cases of discrepancy between unit price and extension, the unit price shall govern.
19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
20. The term of the contract shall be for a period of one (1) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid contract term.
21. Hidalgo County is requesting that any and all questions, inquiries and clarifications be addressed to: Olga T. Montero, Buyer II – Hidalgo County Purchasing Department, 2812 South Business Hwy 281, Edinburg, Texas 78539, (956) 318-2626 or email [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) . TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR EMAIL: [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) , no later than May 13, 2009 by 3:00 p.m.. Responses will be sent to all applicants by no later than Friday, May 15, 2009 by 5:00 p.m.

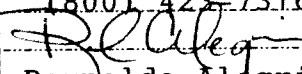

**EXHIBIT “B” VENDOR’S BID**

EXHIBIT "B"

**BID PAGE**

HIDALGO COUNTY PRECINCT No. 2  
 "WASTE COLLECTION SERVICES FOR  
 SOUTH TOWER COMMUNITY RESOURCE CENTER (CRC)"  
 RFB No. 2009-147-05-20-otm

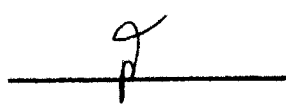
DESCRIPTION	RESPONSE	
PRICE PER HAUL FOR ONE (1), EIGHT (8) CU. YD. CONTAINER WITH LID TO BE SERVICED ONCE A WEEK	TOTAL MONTHLY RATE AT: \$ 114.84	
COST FOR LAND FILLING (TIPPING CHARGE):	\$ /TON INCL. ABOVE	
LANDFILL SITE ADDRESS TO WHICH SOLD WASTE MATERIAL WILL BE DELIVERED IF BIDDER IS NOT OWNER OF THE LANDFILL SITE:	Bidder OWNED	
BIDDER WILL PROVIDE ONE (1) - EIGHT (8) CUBIC YARD BINS WITH LIDS LOCATED AT THE COMMUNITY RESOURCE CENTER (CRC)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
DOES BIDDER POSSESS ALL PERMITS NECESSARY TO CONDUCT A SOLID WASTE COLLECTION & DISPOSAL BUSINESS:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
PROPOSED COLLECTION SCHEDULE: SPECIFY COLLECTION DAY OF THE WEEK	Thursday	

<b>BIDDER / COMPANY NAME:</b>	BFI Waste Services of Texas, L.P.	
<b>ADDRESS:</b>	9402 West Expressway 83	
<b>CITY / STATE / ZIP CODE:</b>	Harlingen, TX. 78552	
<b>PHONE &amp; FAX No.'S:</b>	(800) 423-7316 Ph. (956) 428-2045 Fax	
<b>SIGNATURE:</b>		
<b>PRINTED NAME:</b>	Reynaldo Alegria	
<b>TITLE:</b>	Sales Manager	
<b>DATE:</b>	5-18-09	
Bidder acknowledges and commits to the bid price, requirements, terms and conditions.	 Authorized Signature	<u>5-18-09</u> Date
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<u>Reynaldo Alegria</u> Printed Name	<b>OPENED</b> 9:55 am

Witnessed

5/20/09





**EXHIBIT “C” INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2009

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262  
 BB&T - Knight Insurance Services  
 535 North Brand Blvd., 10th Floor  
 Lic# 0619252  
 Glendale CA 91203

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  
 863 Allied Waste Services of Rio Grande Valley  
 9402 W EXPRESSWAY 83  
 HARLINGEN, TX 78552

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: STEADFAST INS CO	26387
INSURER C: AMERICAN GUARANTEE & LIAB INS	26247
INSURER D:	
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/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input checked="" type="checkbox"/> LOC	GLO370304202	6/30/2009	6/30/2010	EACH OCCURRENCE	\$ 5,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 5,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP370304302	6/30/2009	6/30/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
C	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$	AUC594569901	6/30/2009	6/30/2010	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	EWT300304401	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

**CERTIFICATE HOLDER****CANCELLATION 10 Day Cancellation for Non-Payment**

Hidalgo County  
 2812 S. Business Highway 281  
 Edinburg TX 78539

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

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BB&T - Knight Insurance Services  
535 N Brand Blvd, 10th Floor  
Glendale, CA 91203  
(818) 662-4200 Fax (818) 662-9312  
CA License # 0619252

Re: Policy #EWT300304401

To Whom It May Concern:

Republic Services & its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic has filed an approved Indemnity Plan with the Texas Department of Insurance, & therefore is not required to carry Workers Compensation insurance in Texas.

The certificate enclosed certifies the Texas Excess Employers Indemnity policy which they carry providing insurance protection for both Employers Liability & also Excess coverage for the approved Indemnity plan.

Please advise if you have any further questions.

Regards,



Manny Mashhoud  
President, Los Angeles Division