

Requisition

Req # 00187911

PO #

Date: 01/11/11

*Consent
24724
1/18/11*

Bill To: x
x

Vendor : 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 660345
DALLAS TX 75266-0345
FAX (956)781-5572

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12.00	MONTH	DO NOT DUPLICATE ORDER COMMERCIAL SERVICE AGREEMENT FOR WASTE COLLECTION PICK-UP LOCATION: PHARR CLINIC 300 W. HALL ACRES PHARR, TX AUTOMATIC RENEWAL START DATE JAN 2011 Account No 1-1100-441-00-340-003-0-421 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	73.71	884.52
			<u>Encumbrance</u>	
			884.52	
			Freight	.00
			Total	884.52

Authorized By: _____



**SERVICE AGREEMENT
NON-HAZARDOUS WASTES**

Waste Management of Texas Inc.
1901 Afton
Houston, TX 77056
Phone: 713-686-8666

SIC 9111

Type of Business

Territory # 800/RRamirez

ACCOUNT# 717-

REASON CODE N B L

EFFECTIVE DATE 12/ /10

ACCOUNT NAME HIDALGO COUNTY HEALTH DEPT
SERVICE ADDRESS 300 W HALL ACRES SUITE B
CITY ST ZIP PHARR TX 78577
COUNTY HIDALGO (IN)
EMAIL
TEL # 956-383-6221 FAX # 956-383-3229
CONTACT SYLVIA PENA

BILLING NAME HIDALGO COUNTY HEALTH DEPT
BILLING ADDRESS 1304 S 25TH AVE
ATTN: ACCOUNTS PAYABLE
CITY ST ZIP EDINBURG TX 78642
EMAIL
TEL # 956-383-6221 FAX # 956-383-3229
CONTACT SYLVIA PENA

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lifts	Wheels	Lock	Frequency	On Call	Schedule (A & Route No.)				Charge(s)					
N	CM	1	3FL				1X		M	T	W	H	P	S	U	\$ 58.71	Month Lift	<input checked="" type="checkbox"/>
E	CM	1	LKF				1X		M	T	W	H	P	S	U	\$ 15.00	Month Lift	<input type="checkbox"/>
W									M	T	W	H	P	S	U	\$	Month Lift	<input type="checkbox"/>
									M	T	W	H	P	S	U	\$	Month Lift	<input type="checkbox"/>
Map Code/ Driver Notes, 307, E2 Minutes																		
O									M	T	W	H	P	S	U	\$	Month Lift	<input type="checkbox"/>
L									M	T	W	H	P	S	U	\$	Month Lift	<input type="checkbox"/>
D									M	T	W	H	P	S	U	\$	Month Lift	<input type="checkbox"/>
									M	T	W	H	P	S	U	\$	Month Lift	<input type="checkbox"/>

SPECIAL INSTRUCTIONS

CUSTOMER DEPOSIT N RENEWABLE Y
TERM FRANCHISE
P.O. NUMBER N
JOB NUMBER N
RECEIPT REQUIRED? N BILL TO ACCT #
RATE RESTRICTION N DISPOSAL SITE
TAXABLE N-

SCHEDULE OF CHARGES

Service Charge per Month	\$ 58.71
Casters/Locks	\$ 15.00
Extra Pickup Charges	
Per Lift	\$ 51.50
Per Yard	\$
Per Ton	\$
Hauling Per Load	\$
Disposal Per Ton	\$
Disposal per Load	\$
Total per Load	\$
Delivery Charge	\$
Scheduled Charge	\$
Removal Charge	\$
Trip Charge	\$
Franchise Fees	\$
Minimum Charge per Month	\$

THE UNDERSIGNED INDIVIDUAL, SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

CUSTOMER
X
(AUTHORIZED SIGNATURE)
X
(TITLE) (DATE)
NAME (PRINT OR TYPE) X

TERMS: NET 10 DAYS

*Tax, Fuel & Environmental Fee Not Included

CONTRACTOR
(AUTHORIZED SIGNATURE)
800 12/28/10
TERRITORY NUMBER (DATE)

COLLECTION SERVICE AGREEMENT TERMS AND CONDITIONS

1 SERVICES RENDERED; WASTE MATERIALS Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, and demolition debris, provided that contained solids, untreated/characterized wastes, and petroleum products. Waste Materials includes Customer's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or fuel, or substances, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times.

2 TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for the additional Term of twelve (12) months each unless either party gives to the other party written Notification of termination of total sixty (60) days prior to the termination of the then-current Term.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five (5) business days of its receipt of a written Notification from Customer (See Section 10). Customer may terminate this Agreement with the payment of all monies due through the termination date.

4 CHARGES; PAYMENTS, ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for any increase in disposal, fuel or transportation costs, any change in the composition of the Waste Materials or increase in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges, the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for a municipal or regional area in which the Service Address is located. Increases in charges reasons other than as provided above require the consent of Customer which may be obtained verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer ten (10) days prior to or in conjunction with the first billing statement that reflects the change.

CHANGES Changes in the frequency of collection service, schedule, number, size of the parties. Written notice of any change in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

EQUIPMENT, ACCESS All equipment furnished by Company shall remain the property of Company, however, Customer shall have care, custody and control of the same and shall bear responsibility and liability for all loss or damage to the equipment in its contents while at Customer's location. Customer shall not overload, move or alter equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by the Company, an additional fee for any service modifications caused by or resulting from the failure to provide access. Company shall not be responsible for any damage to the property, including placement, subsurface or curbing, resulting from Company's use of service hereunder. Customer warrants that Customer's right of way is sufficient for the weight of Company's equipment and vehicles.

LIMITED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the liquidated damages in addition to the Company's legal fees: 1) If the remaining term of this Agreement is six or more months, Customer shall pay the most recent full monthly charge multiplied by six; or 2) If the remaining Term under this Agreement is less than six months, Customer shall pay the most recent full monthly charge multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the liquidated damages in addition to the Company's legal fees: 1) If the

Agreement is less than three months, Customer shall pay the most recent full monthly charge multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon penalty and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

5 INDEMNITY The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which you may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of your waste, or (2) as a result of the disposal of your waste, after the date of our demeritization obligations will not apply to occurrences involving Excluded Materials or caused by your willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which we may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or duty in performance caused by laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with the Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties, and (d) This Agreement shall be construed in accordance with the law of the state in which the service is provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

10 NOTIFICATION. All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested or by facsimile with an automated date and time stamp to the attention of Sales Manager _____ at the facsimile number for the Company on the reverse side _____.

*
Customer Signature _____ Date _____

Print Name _____

Sales Representative _____ Date _____

Sales ID _____



SERVICE AGREEMENT NON-HAZARDOUS WASTES

Collection Service Agreement Terms And Conditions

1. **SERVICES RENDERED, WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The initial term ("Term") of this Agreement is () months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES, PAYMENTS, ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, sidewalk or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

CUSTOMER

CONTRACTOR

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

TERRITORY NUMBER

(DATE)