



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-10-073-02-02

January 27, 2010

BFI Waste Systems of North America, Inc.
P.O. Box 1217
La Feria, Texas 78559

Via Fax: 956-428-2045

Contract effective from
March 1, 2010 thru
February 28, 2011

Re: Renewal/Extension- C-09-017-02-24
Landfill Access for Precinct No. 1

Dear Mr, Alegria:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **February 2, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, **January 29 , 2010** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

Additionally, we are requesting your company provide an updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

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,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department

Cris Villarreal

From: cynthia.delacruz [cynthia.delacruz@co.hidalgo.tx.us]
Sent: Thursday, February 11, 2010 2:24 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Your fax has been successfully sent to BFI at 428-2045.

-----Original Message-----

From: RightFax E-mail Gateway [mailto:rightfax@co.hidalgo.tx.us]
Sent: Wednesday, January 27, 2010 4:47 PM
To: CYNTHIA.DELACRUZ@CO.HIDALGO.TX.US
Subject: Your fax has been successfully sent to BFI at 428-2045.

Your fax has been successfully sent to BFI at 428-2045.

From: Cynthia De La Cruz

Time: 1/27/2010 4:45:12 PM
Sent to: 428-2045 with remote ID "9564282045"
Result: (0/339;0/0) Successful Send
Page record: 1 - 2
Elapsed time: 00:49 on channel 10

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**LANDFILL DISPOSAL SERVICES AGREEMENT
C-09-017-02-24**

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective
~~as of the March 1, 2009~~, by and between the County of Hidalgo, Texas ("County") and **BFI Waste Systems of North America, Inc.**

WITNESSETH:

WHEREAS, County has requested that prospective bidders submit bids to permit County to dispose of certain waste products in a Landfill site in the Hidalgo County area pursuant to the terms and conditions of that certain Request for Bids for Landfill Access (**Hidalgo County Precinct No. 1**), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB Packet"); and

WHEREAS, Contractor has submitted a bid to provide such services dated a copy of which is attached hereto as Exhibit "B" (the "Vendor's Bid"); and

WHEREAS, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

WHEREAS, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Contractor** will accept solid waste from **Precinct No. 1** for a **term of one (1) year for services on "As Needed Basis" only beginning (March 1, 2009), the effective date hereof.** The charge for the acceptance of such waste products shall be **\$ 21.50 plus \$1.25 Flow Charge** per ton of waste delivered to Contractor's landfill site. Contractor will bill **Precinct No. 1** on a monthly basis for waste received during the preceding calendar month. County may, in its sole discretion, elect to extend the term of this agreement for two (2) additional (1) one-year term(s) by giving notice to Contractor not later than thirty (30) days prior to the expiration of the initial one- year term hereof.
2. **Contractor** will accept solid waste from the following location: **Precinct No.1.** A copy of Contractor's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Contractor will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste

from **Precinct No. 1**, title to such waste will be transferred to Contractor, and Contractor will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Contractor agrees, by accepting waste from County hereunder, that such waste is of a class or type which Contractor may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

3. This Agreement is for the acceptance and disposal of solid waste materials for **Precinct No. 1** only. Delivery of solid waste materials to such location shall be at the sole cost and expense of **Precinct No. 1**.

~~4. Contractor acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Contractor.~~

5. Contractor shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement :

- A. A \$500,000 comprehensive general liability policy with limits of at least \$300,000 per person and \$500,000 per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to \$500,000, in accordance with the Texas Tort Claims Act; (coverage and in the amounts described in Exhibit "C")
- B. Workers compensation insurance as required by applicable law;
- C. Certificates of insurance, naming County as an additional insured, shall be submitted to the County for approval prior to the award and execution of this Agreement;
- D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, 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
- E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

6. Contractor represents and warrants that it possesses a current Type 1 landfill permit, and any and all other permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for each of the locations described in paragraph 2 above. Contractor further represents and warrants that it will dispose of all waste delivered to and accepted by it in a manner consistent with its permits and all applicable laws and regulations. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the disposal of waste at the locations described in paragraph 2, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to the locations described in paragraph 2, above.

7. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

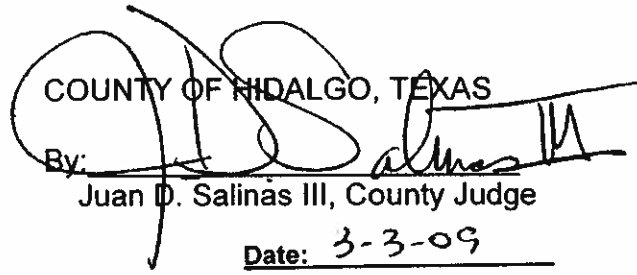
- 8.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
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- 8.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 8.08 **Assignment.** This Agreement shall not be assignable.
- 8.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- 8.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- 8.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the _____ day and _____ year first above written.

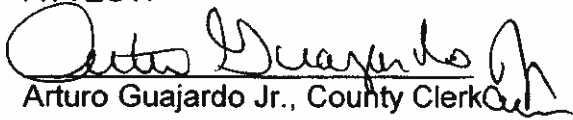
Approved As To Form:

By: 
Antonio Mendoza
Assistant District Attorney

Date: 02-20-09

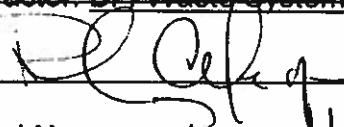
COUNTY OF HIDALGO, TEXAS
By: 
Juan D. Salinas III, County Judge
Date: 3-3-09

ATTEST:


Arturo Guajardo Jr., County Clerk

Date: 3-3-09

~~Contractor: BEL Waste Systems of North America, Inc.~~

By: 

Printed Name Reynaldo ALEGRIA

Title: SALES MANAGER

Date: 3-05-09

EXHIBIT "A"

RFB PACKET

HIDALGO COUNTY
"LANDFILL ACCESS FOR PRECINCT NO. 1"
BID NO.: 2009-017-02-18CGV
EXHIBIT "B"

BID PAGE FORM

PRICE PER TON: \$21.50

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

VENDOR NAME: BFI Waste Systems of America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE NO.: (800) 423-7316 FAX NO.: (956) 428-2045 CELL NO.: (956) 495-4236

AUTHORIZED SIGNATURE: 

TITLE: General Manager

DATE: 2-18-09

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.

ADDITIONAL INFORMATION:

Term: One (1) year, on an "As Needed Basis" with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2010

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

INSURED
 Republic Services Inc
 (Named Insured Continued Below)
 18500 N. Allied Way
 Phoenix AZ 85054

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: STEADFAST INS CO	26387
INSURER C: LEXINGTON INS CO	19437
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 ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC	GLO370304203	6/30/2010	6/30/2011	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 0 PROPERTY DAMAGE (Per accident) \$ 0 AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N OTHER	EW300304402	6/30/2010	6/30/2011	<input checked="" type="checkbox"/> MC 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 "Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
 DIV 4863 Named Insured Includes BPI Waste Services of Texas, LP
 The certificate is issued for BID Purpose only
 See Attached...

CERTIFICATE HOLDER

 HIDALGO COUNTY PURCHASING DEPARTMENT
 2812 S HIGHWAY BUS. 281
 EDINBURG TX 78539

CANCELLATION 10 Day Cancellation 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 *Mary [Signature]*

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.

DESCRIPTIONS Continued.

HIDALGO COUNTY 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.

Republic Services Inc includes any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.