

# Requisition

Req # 00188620

PO #

Date: 01/20/11

Consent  
# 25445  
3/1/11

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:** FACILITIES MANAGEMENT DEPARTMENT  
3100 S. BUSINESS HWY 281  
EDINBURG TX 78539

**Contact:** MSIFUENTES  
956-289-7853

**Contract No:**

**Special Instructions:**

REQ # 40

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OM NEW 36 MONTHS WASTE COLLECTION SERVICE AGREEMENT AT THE MULTIPLEX 722 BREYFOGLE, MISSION, TX (PRICES ARE SUBJECT TO CHANGE DUE TO FUEL)	97.40	1,168.80
12.00	MONTH	OM NEW 36 MONTHS WASTE COLLECTION SERVICE AGREEMENT AT THE MULTIPLEX 730 BREYFOGLE, MISSION, TX (PRICES ARE SUBJECT TO CHANGE)	102.44	1,229.28
12.00	MONTH	OM NEW 36 MONTHS WASTE COLLECTION SERVICE AGREEMENT FOR THE LA MANSION 1 1/4 MILES NORTH MOOREFIELD, MISSION, TX. (PRICES ARE SUBJECT TO CHANGE)	83.36	1,000.32
		Account No	<u>Encumbrance</u>	
		1-1100-419-40-220-001-0-421	3,398.40	
			Freight	.00
			Total	3,398.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

188620

Consent



SERVICE AGREEMENT  
NON-HAZARDOUS WASTES

SIC 9111  
Type of Business

Waste Management of Texas Inc.  
1901 Afton  
Houston, TX 77055  
Phone: 713-886-8686

Territory # 77/RRamirez  
ACCOUNT# 717-23376  
REASON CODE U S A  
EFFECTIVE DATE 1/ 01 /11

ACCOUNT NAME HIDALGO COUNTY BLDG AND GROUND  
SERVICE ADDRESS 722 BREYFOGLE  
CITY ST ZIP MISSION TX 78572  
COUNTY HIDALGO (OUT)  
EMAIL  
TEL # 956-289-7851 FAX # 956-318-2648  
CONTACT ALMA YBARRA

BILLING NAME HIDALGO COUNTY BLDG AND GROUND  
BILLING ADDRESS PO BOX 1356  
ATTN: ACCOUNTS PAYABLE  
CITY ST ZIP EDINBURG TX 78543  
EMAIL  
TEL # 956-289-7851 FAX # 956-318-2648  
CONTACT ALMA YBARRA

EQUIPMENT/SERVICE SPECIFICATIONS

Table with columns: Loc, System, Quantity, Size, Lids, Wheels, Lock, Frequency, On Call, Schedule & Route No., Charge(s), Month Lift. Includes rows for N, E, W, O, L, D and a 'Map Code/ Driver Notes' section.

SPECIAL INSTRUCTIONS

CUSTOMER DEPOSIT N RENEWABLE Y  
TERM 36 MONTHS  
P.O. NUMBER N  
JOB NUMBER N  
RECEIPT REQUIRED? N BILL TO ACCT # -  
RATE RESTRICTION N DISPOSAL SITE  
TAXABLE N-

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.

SCHEDULE OF CHARGES table with rows: Service Charge per Month (\$97.40), Extra Pickup Charges, Per Lift (\$82.40), Per Yard, Per Ton, Hauling Per Load, Disposal Per Ton, Diapocel per Load, Total per Load, Delivery Charge, Scheduled Charge, Removal Charge (\$83.00), Trip Charge, Franchise Fee, Minimum Charge per Month.

TERMS: NET 10 DAYS

\*Tax, Fuel & Environmental Fee Not Included

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

CONTRACTOR  
(AUTHORIZED SIGNATURE)  
77 2/14/11  
TERRITORY NUMBER (DATE)



**SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC 8111  
Type of Business \_\_\_\_\_

Waste Management of Texas Inc.  
1901 Afton  
Houston, TX 77055  
Phone: 713-888-8888

Territory # 77/RRamirez  
ACCOUNT# 717-23377  
REASON CODE U S A  
EFFECTIVE DATE 1/01/11

ACCOUNT NAME	HIDALGO COUNTY BLDG AND GROUND
SERVICE ADDRESS	730 BREYFOGLE
CITY ST ZIP	MISSION TX 78574
COUNTY	HIDALGO (OUT)
EMAIL	
TEL #	956-289-7851
FAX #	956-318-2648
CONTACT	ALMA YBARRA

BILLING NAME	HIDALGO COUNTY BLDG AND GROUND
BILLING ADDRESS	PO BOX 1356
CITY ST ZIP	ATTN: ACCOUNTS PAYABLE EDINBURG TX 78543
EMAIL	
TEL #	956-289-7851
FAX #	956-318-2648
CONTACT	ALMA YBARRA

**EQUIPMENT/SERVICE SPECIFICATIONS**

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequently	On Call	Schedule & Route No.	Charge(s)	Month	Unit
N	CM	1	4FL				1X		M P148 T W H F S U	\$ 102.44	Month	Lift
E									M T W H F S U	\$	Month	Lift
W									M T W H F S U	\$	Month	Lift
									M T W H F S U	\$	Month	Lift
Map Code/ Driver Notes, <b>244, A3 Minutes</b>												
O									M T W H F S U	\$	Month	Lift
L									M T W H F S U	\$	Month	Lift
D									M T W H F S U	\$	Month	Lift
									M T W H F S U	\$	Month	Lift

**SPECIAL INSTRUCTIONS**

CUSTOMER DEPOSIT	N	RENEWABLE	Y
		TERM	36 MONTHS
P.O. NUMBER	N		
JOB NUMBER	N		
RECEIPT REQUIRED?	N	BILL TO ACCT #	-
RATE RESTRICTION	N	DISPOSAL SITE	
TAXABLE	N		

Service Charge per Month	\$ 102.44
Containers/Looks	\$
Extra Pickup Charges	\$
Per Lift	\$ 82.40
Per Yard	\$
Per Ton	\$
Hauling Per Load	\$
Disposal Per Ton	\$
Deposal per Load	\$
Total per Load	\$
Delivery Charge	\$
Scheduled Charge	\$
Removal Charge	\$ 83.00
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.

TERMS: NET 10 DAYS

\*Tax, Fuel & Environmental Fee Not Included

CUSTOMER

**X**

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**X**

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

NAME (PRINT OR TYPE) **X**

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

77

2/14/11

\_\_\_\_\_  
TERRITORY NUMBER

\_\_\_\_\_  
(DATE)



**SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC 9111  
Type of Business \_\_\_\_\_

Waste Management of Texas Inc.  
1801 Afton  
Houston, TX 77055  
Phone: 713-688-6666

Territory # 77/R Ramirez  
ACCOUNT# 717-14405  
REASON CODE U S A  
EFFECTIVE DATE 1/01/11

ACCOUNT NAME	HIDALGO COUNTY BLDG AND GROUND
SERVICE ADDRESS	1 1/4 MILES NORTH MOOREFIELD
CITY ST ZIP	MISSION TX 78572
COUNTY	HIDALGO (OUT)
EMAIL	
TEL #	956-289-7851
FAX #	956-318-2648
CONTACT	ALMA YBARRA

BILLING NAME	HIDALGO COUNTY BLDG AND GROUND
BILLING ADDRESS	PO BOX 1356
CITY ST ZIP	ATTN: ACCOUNTS PAYABLE EDINBURG TX 78543
EMAIL	
TEL #	956-289-7851
FAX #	956-318-2648
CONTACT	ALMA YBARRA

**EQUIPMENT/SERVICE SPECIFICATIONS**

Log	System	Quantity	Rise	Lids	Wheels	Lock	Frequency	Op Cts	Schedule & Route No.				Charge(s)	Month	Unit					
N	CM	1	3FL				1X		M	T	W	H	F	P	S	U	\$	83.36	Month	LR
E									M	T	W	H	F	S	U		\$		Month	LR
W									M	T	W	H	F	S	U		\$		Month	LR
									M	T	W	H	F	S	U		\$		Month	LR
Map Code/ Driver Notes, 244, A3 Minutes																	\$		Month	LR
O									M	T	W	H	F	S	U		\$		Month	LR
L									M	T	W	H	P	S	U		\$		Month	LR
D									M	T	W	H	F	S	U		\$		Month	LR
									M	T	W	H	F	S	U		\$		Month	LR

**SPECIAL INSTRUCTIONS**

CUSTOMER DEPOSIT	N	RENEWABLE	Y
		TERM	36 MONTHS
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	\$ 83.36
Costers/Loads	\$
Extra Pickup Charges	
Per LR	\$ 82.40
Per Yard	\$
Per Ton	\$
Hauling Per Load	\$
Disposal Per Ton	\$
Disposal per Load	\$
Total per Load	\$
Delivery Charge	\$
Scheduled Charge	\$
Removal Charge	\$ 83.00
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.

TERMS: NET 10 DAYS

\*Tax, Fuel & Environmental Fee Not Included

CUSTOMER

X  
\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

X  
\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

NAME (PRINT OR TYPE) X

CONTRACTOR

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

77  
TERRITORY NUMBER

2/14/11  
(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, asbestos containing material, petroleum contaminated soils, treated/solvent-characterized wastes, and demolition debris, provided that 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 toxic substance, 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 thirty-six (36) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written Notification of termination of least sixty (60) days prior to the termination of the then-existing 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 increases 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 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. Written notice of any changes in charges 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.

**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. Written notice of any changes 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.

**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, subsurface 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 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 following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges 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 following liquidated damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this

Agreement is less than three months, Customer shall pay its most recent full 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 or non-performance of this Agreement.

**8. 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 this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that our indemnification 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 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) 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 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 services are 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 data 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