

Requisition

Req # 00189857

PO #

Date: 02/09/11

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: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
R-0108

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|-------|---|--|----------------------------------|
| 12.00 | MONTH | ROAD ADMINISTRATION DEPARTMENT DO NOT DUPLICATE ORDER 3YD FEL (1) FOR SERVICE LOCATION 300 WEST HALL ACRES SUITE G (NEW ADMINISTRATION OFFICE) <u>Account No</u> 1-1200-431-00-122-005-0-421 | 60.12 <u>Encumbrance</u> 721.44 Freight .00 Total 721.44 | 721.44 721.44 |
| | | BLANKET PO FOR WASTE DISPOSAL SERVICES FOR THE OFFICES REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

C.C. 3/10/11

75811

Authorized By: _____



**SERVICE AGREEMENT
NON-HAZARDOUS WASTES
COMMERCIAL**

SIC CODE: 7999
Temp or Perm PERM

Waste Management of Texas Inc.
1901 Afton Rd. Houston, TX 77055
Houston San Antonio Rio Grande Valley
Pasadena Austin Angleton
Conroe Centex Victoria
Phone: (713) 686-6666 or (800) 800-5804

Sales Rep/Territory #
WM AGREEMENT NO.
CUSTOMER ACCOUNT 717-2369
REASON CODE
EFFECTIVE DATE 3/3/2011

| | | |
|-----------------|-----------------------------------|-------------------|
| ACCOUNT NAME | <u>HIDALGO COUNTY PCT 2 PARKS</u> | |
| SERVICE ADDRESS | <u>300 W. Hall Acres Ste G</u> | |
| CITY, ST ZIP | <u>PHARR</u> | <u>TX / 78577</u> |
| COUNTY | | |
| TEL # | <u>956-787-1891</u> | FAX # |
| CONTACT | <u>HORTENCIA GOMEZ</u> | |
| EMAIL | | |

| | | |
|-----------------|-----------------------------------|-------------------|
| BILLING NAME | <u>HIDALGO COUNTY PCT 2 PARKS</u> | |
| BILLING ADDRESS | <u>300 W HALL ACRES STE G</u> | |
| CITY, ST | <u>PHARR</u> | <u>TX / 78577</u> |
| COUNTY | | |
| TEL # | <u>956-787-1891</u> | FAX# |
| CONTACT | <u>HORTENCIA GOMEZ</u> | |
| EMAIL | | |

EQUIPMENT/SERVICE SPECIFICATIONS

| Loc. | System | Quantity | Size | Lids | Wheels | Lock | Frequency | On Call | Schedule & Route No. | | | | | | | Charge(s) | | | | | |
|------------------------|--------|----------|------|------|--------|------|-----------|---------|----------------------|---|---|---|---|---|---|-----------|----|-------|-------|--------------------------|--------------------------|
| N | FL | 1 | 3 | - | - | - | 1 | - | M | X | T | W | H | F | S | U | \$ | 60.12 | Month | Lift | <input type="checkbox"/> |
| E | | | | | | | | | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |
| W | | | | | | | | | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |
| | | | | | | | | | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |
| Map Code/ Driver Notes | | | | | | | | | | | | | | | | | | Month | Lift | <input type="checkbox"/> | |
| O | | | | - | - | - | | - | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |
| L | | | | | | | | | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |
| D | | | | | | | | | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |
| | | | | | | | | | M | T | W | H | F | S | U | | \$ | | Month | Lift | <input type="checkbox"/> |

| | |
|-----------------------------|-------------------------|
| SPECIAL INSTRUCTIONS | WM AGREEMENT NO. |
|-----------------------------|-------------------------|

| | | |
|------------------------------|----------------|-----------|
| CODE EZPAY | RENEWABLE | <u>Y</u> |
| CONFIRM# | TERM (Months) | <u>36</u> |
| CONFIRM# | BILL TO ACCT # | <u>-</u> |
| P.O. NUMBER | DISPOSAL SITE | <u>-</u> |
| MUNI CODE | TAX CODE | |
| TAXABLE (Y/N) | | |

| SCHEDULE OF CHARGES | |
|---------------------------------------|--------------------|
| Service Charge per Month* | \$ <u>60.12</u> |
| Casters/Locks Monthly or one time fee | \$ _____ |
| Extra Pickup Charges | \$ <u>Standard</u> |
| Per Lift if different than standard | \$ _____ |
| Delivery Charge | \$ _____ |
| Reinstate Charge | \$ <u>Standard</u> |
| Removal Charge | \$ _____ |
| Trip Charge | \$ <u>N/A</u> |
| Container Exchange Charge | \$ <u>Standard</u> |

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

CUSTOMER
X
(AUTHORIZED SIGNATURE)
X

(TITLE) (DATE)
NAME (PRINT OR TYPE) X

CONTRACTOR

(AUTHORIZED SIGNATURE)

TERRITORY NUMBER
NAME (PRINT OR TYPE) _____



DO'S AND DON'TS OF CONTAINER CARE

DO'S

- Containerize (bag-paper/plastic, or box) all loose trash such as paper, Styrofoam, packing peanuts, etc.
- Double bag all putrescible waste, i.e. restaurant waste (pre-drain off all liquids).
- Sanitize container at least once a week with PINESOL and/or CLOROX solution, to maintain the container in compliance with Health Department regulations.
- Keep lids closed and locked (if applicable) at all times. Locking dumpsters will prevent unauthorized persons from using the service you pay for.
- Report any container or service problems immediately to the customer service department of your disposal company.

DON'TS

- Put non-compactable items in the container. This includes but is not limited to wood, furniture, mattresses, metal shelving, carpenter/construction material (i.e. roofing debris, shingles, sheetrock, bricks, dirt, sand, concrete, etc.).
- Put manure, glass, tires, batteries, paint, special waste, appliances with freon in them in the container.
- Overload container. Lids must be closed to prevent spillage while the container is emptied.
- Block container or enclosure area. The area in front of the container must be clear of vehicles and/or debris for the driver to service container.
- Don't put any **FLAMMABLE WASTE**, **CORROSIVE WASTE** (that which is unstable or undergoes rapid or violent chemical reaction with water or other materials), or **TOXIC WASTE** (that which contains high concentration of heavy metals, such as lead, mercury, or cadmium or fluorescent light bulbs) in the container.

You are a valued customer who expects the highest quality container, and with your cooperation, we can achieve this together. Should you have any questions or concerns regarding the guidelines, please contact your Sales Representative.

X

Customer Signature

Date

X

Print Name

#718

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.

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 notice (See Section 10. Notification) of termination at 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 demand from Customer (See Section 10. Notification), 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.

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 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, or (2) as a result of the disposal of Customer's waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials or caused by Customer's willful or grossly negligent actions.

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. 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 [redacted] to the attention of Sales Manager [redacted]

Handwritten initials "KJ"

Customer

(Authorized Signature)

(Title) #718

(Date)

Matilde Faz

From: Alarcon, Veronica [VAlarcon@wm.com]
Sent: Wednesday, March 02, 2011 8:34 AM
To: Matilde Faz
Subject: RE: Test

These locations are inside city limits therefore no contract terms are applicable. You can open and close your accounts at your discretion. Our contract is with the City of Pharr not with you individually.

From: Alarcon, Veronica
Sent: Wednesday, March 02, 2011 8:31 AM
To: 'Matilde Faz'
Subject: RE: Test

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, March 02, 2011 8:27 AM
To: Alarcon, Veronica
Subject: Test

Thanks a lot for all your help Ms. Veronica.

Your prompt and favorable consideration to this matter would be deeply appreciated.



Matilde (Maty) Faz
Purchase Order Specialist II
Hidalgo County Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ (956) 318-2626 ext. 4854
☎ (956) 318-2629
✉ matilde.faz@co.hidalgo.tx.us

*"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"
Always remember to forget the troubles that pass your way; but never forget the blessings that come each day.*

Waste Management recycles enough paper every year to save 41 million trees. Please recycle any printed emails.

