

## WASTE DISPOSAL SERVICES CONTRACT

The State of Texas   §  
                                  §  
County of Hale       §

This Agreement made and entered in to as of the 19<sup>th</sup> day of Aug, 2013, by and between the City of Abernathy, Texas, hereinafter designated as the "CITY," and South Plains Waste Service, Inc., hereinafter designated "CONTRACTOR".

### WITNESSETH:

WHEREAS, the CITY desires to retain the services of a waste disposal company; and

WHEREAS, CONTRACTOR is a competent and qualified waste disposal company and desires to provide services according to the terms and conditions stated herein;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties do agree as follows:

### 1. TERM

1.01 The initial term of this Contract shall be for a period of five (5) years commencing on the **14<sup>th</sup> day of September, 2013**, and terminating on the 13<sup>th</sup> day of September, 2018. This agreement may be renewed for up to two additional five year terms at the option of the City. The City may exercise its option by delivering a written notice of its intent to extend the agreement to Contract at least six months prior to the expiration of the original term of this agreement or any subsequent term.

### 2. WARRANTY

- 2.01 CONTRACTOR warrants and represents that it is qualified to engage in the business of waste disposal. In the event that certain certification or licensing is necessary as a result of state of federal law to perform the services to be provided, CONTRACTOR agrees to secure such certification or license as required by the certifying or licensing entity.
- 2.02 In performing all services required of it under this contract, CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, CONTRACTOR shall immediately notify the CITY of the fact and the reasons therefore. In such event, CITY shall have the right to take action to provide services for its citizens to protect the health and welfare and, if necessary, terminate this contract.
- 2.03 CONTRACTOR warrants and represents it will neither cause, suffer, allow or permit the occurrence:

- a. of any act or omission in the execution and performance under this contract which act or omission may be or could result in or give rise to any violation of any federal law, state or local law, regulation, ordinance or licensing or permitting requirement;
  - b. of any act or omission which might give rise to any action at law or equity for personal injury or wrongful death or for damage to property. Specifically, CONTRACTOR agrees to comply with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and/or its successor legislation, in addition, with pertinent provisions of both the Texas Water Code and the Texas Waste Disposal Act.
- 2.04 CONTRACTOR warrants and represents that all sub-contractors, superintendents, foremen, and workers employed by CONTRACTOR shall be competent and careful workers, skilled in their respective trades. The CONTRACTOR shall not employ on this contract any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties. The CONTRACTOR shall furnish such supervision and equipment as is necessary for fulfillment of the terms of this contract in a manner acceptable to CITY.
- 2.05 The CONTRACTOR shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performance of their duties under this contract. Employees driving CONTRACTOR'S vehicles shall at all times possess and carry valid insurance and a Commercial Drivers License of the class appropriate to the weight of the vehicle being driven, issued by the State of Texas.
- 2.06 CONTRACTOR warrants and represents to the CITY that it is familiar with the CITY and that it is qualified by experience, adequate financing and equipment to perform this contract.
- 2.07 CITY warrants and represents that it shall timely perform its obligations hereunder and shall at no time request CONTRACTOR to take any action with regard to waste disposal services which would or could violate any federal, state, county and/or city statutes, ordinances, laws, regulations, licensing or permitting requirements.
- 2.08 Additionally, CITY warrants and represents that it has taken all actions which are necessary in accordance with all federal, state, county, city, laws, ordinances, and regulations to legally enter into and execute this agreement so as to render the same effective and binding upon the CITY under the terms and conditions stated herein.

### **3. SERVICES PROVIDED**

- 3.01 CONTRACTOR shall provide all labor, supervision, and equipment necessary to provide waste disposal services to the CITY for the consideration set out herein. It is expressly understood and agreed that CONTRACTOR shall collect and deliver for disposal all garbage, trash, brush and the refuse accumulated within the CITY, except for the waste collection which the CITY expressly agrees to provide as stated in paragraph 3.08.

CONTRACTOR will provide waste pickup based on the following schedule:

RESIDENTIAL - Once per week.

COMMERCIAL - Twice per week.

SCHOOL – Twice per week.

- 3.02 CONTRACTOR and the CITY shall mutually agree to, and publish for public notice, the day on which residential and commercial pickups will occur, and any change in such cycle of pickups shall be mutually agreed to by CONTRACTOR and the CITY. In the event any dumpster becomes full due to unusual and/or special circumstances (i.e. CITY function, party, special celebration) upon notice to CONTRACTOR by the CITY such dumpster will be serviced by CONTRACTOR at no additional charge within a reasonable time after notice by the CITY.
- 3.03 No pickup shall occur before the hour of 5:00 a.m. or after the hour of 7:00 p.m. on any day, except with the express written permission of the CITY. In the event that New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day falls on a day regularly scheduled for trash pickup, the schedule shall be readjusted for that period by agreement between the CITY and CONTRACTOR. The schedule may also be altered for inclement weather that makes it reasonably impossible to transport the waste to the dump site. Notice of any such change in pickup shall be agreed to between the CITY and CONTRACTOR with at least twenty-four (24) hour advance notice, except when circumstances such as inclement weather and/or act of God reasonably prevent such notice.
- 3.04 The compensation provided herein for the CONTRACTOR does not include amounts for the collection and disposal of any increased volume resulting from a flood, hurricane or other act of God over which the CONTRACTOR has no control. In the event of such flood, hurricane or other act of God, the CONTRACTOR and CITY shall negotiate the payment to be made to the CONTRACTOR. In the event that CITY and CONTRACTOR are unable to agree to the additional compensation to be paid CONTRACTOR within three (3) days of the event which creates the additional waste, then CITY shall have the right to negotiate with other parties for removal of the additional waste.
- 3.05 CONTRACTOR shall not pick up or haul waste that is prohibited under federal or state law. Further, CONTRACTOR shall not pick up or dispose of any type of medical waste, liquid waste, automotive tires, oil filters, lead acid batteries, petroleum products and by-products or explosive materials, or any other landfill prohibited material, as part of this service for the fee specified. In the event such waste or products are found in the containers, CONTRACTOR shall not pick up the same or the containers in which the waste or waste products are located and shall notify the CITY within forty eight (48) hours of discovery of the same. CONTRACTOR and CITY acknowledge that CONTRACTOR is not legally permitted to haul hazardous waste. However, CONTRACTOR agrees to consult with and

assist CITY in locating qualified hazardous waste haulers and approved facilities for the disposal of such waste.

- 3.06 As between the CITY and the CONTRACTOR, the CONTRACTOR shall retain responsibility for all claims of damage to private property caused by CONTRACTOR. However, the CONTRACTOR shall promptly notify the CITY in writing, of all such claims and the CITY may require written explanation of the circumstances, results of any investigations and the disposition of the claim. If the CONTRACTOR assumes responsibility for the damages, the notification shall include a date by which remedial action shall be completed. If CONTRACTOR denies responsibility for the damages, the written notification must be delivered to CITY. The requirements of this paragraph do not apply to vehicle accidents occurring on public roadways.
- 3.07 The CONTRACTOR shall promptly notify the City Manager by telephone of all vehicular accidents occurring on public roadways in which there is personal injury or a fatality.
- 3.08 CONTRACTOR agrees to pick up and dispose of brush and bulk waste that is placed into containers and which can be picked up by CONTRACTOR on regular routes. The CITY shall provide separate pickup of brush and bulky waste not placed in containers.
- 3.09 CONTRACTOR agrees to respond within a reasonable time (not to exceed 48 hours) to any complaint from the CITY or any citizen regarding services. CONTRACTOR shall maintain a written log of the source, date and nature of such complaint, the resolution thereof, and shall provide the CITY a report upon request.
- 3.10 The CITY shall be responsible for the collection and payment of all applicable sales taxes, and all billing and collection costs and procedures for customers serviced hereunder. CONTRACTOR shall pay all federal, state and local taxes which are properly chargeable against the performance of this contract, including all property tax assessments. CITY shall pay CONTRACTOR by the 30th day of each month. CONTRACTOR shall have the authority to designate the primary and secondary waste disposal sites.
- 3.11 CONTRACTOR shall take all reasonable steps to avoid damage to the alleys and rights of way within the City of Abernathy and shall be responsible for the repair of any damage thereto caused or aggravated by CONTRACTOR'S activities.
- 3.12 CONTRACTOR agrees to provide additional containers for commercial customer upon request by the CITY when a 3-yard container will not meet the customer's needs. In the event Contractor places additional containers for any customer, City shall pay Contractor the rate established in Exhibit "A" times the number of containers provided.

#### 4. MATERIALS AND SUPPLIES

4.01 CONTRACTOR shall provide sufficient dumpsters for the areas subject to this contract to allow adequate and sanitary handling of the waste which in residential areas may not be more than 4 residences to a dumpster. CONTRACTOR and the CITY shall mutually agree to the numbers and locations of containers, as well as the removal of containers. Dumpsters shall be maintained by CONTRACTOR in a safe and sanitary condition. If it is determined that additional dumpsters are necessary, such will be brought before the governing body of the CITY for approval, and the contract price may be adjusted accordingly at the discretion of the City Council. The vehicles necessary for the transportation of the waste material will be provided by the CONTRACTOR.

#### 5. SUPERVISION

5.01 Systematic inspection will be conducted by CONTRACTOR'S foreman to ensure that all services are properly performed. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees or agents of the CITY. CONTRACTOR shall designate a representative who shall be available as a contact on a twenty-four (24) hour basis.

#### 6. INSURANCE AND INDEMNIFICATION

6.01 CONTRACTOR shall carry and maintain in force during the term of this contract insurance coverage and limits listed as follows:

##### COVERAGES

##### LIMITS OF LIABILITY

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability except vehicle	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability except vehicle	\$500,000 each occurrence \$1,000,000 aggregate
Vehicle Property Damage Liability	\$500,000 each occurrence
Vehicle Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

6.02 CONTRACTOR shall, prior to beginning work under this agreement, provide the City with certificates of insurance which shall list the City as an additional insured under the policies.

- 6.03 CONTRACTOR shall defend, indemnify and hold harmless the CITY, its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of CONTRACTOR or its agents or employees. CONTRACTOR shall provide a defense of such claims at its own expense with legal counsel who shall report to the CITY. In the event a final judgment is entered that makes a specific finding that the CITY is at fault in all or a portion of the allegations raised, in that event, the amount of indemnity shall be reduced by the percentage of fault attributable to the CITY.

## 7. COMPENSATION

- 7.01 CONTRACTOR shall be compensated for services actually provided in accordance with the attached Exhibit "A", and as described in this Section. City and Contractor agree that if any out of town (beyond City limits) customers are serviced and billed in addition to this agreement, that Contractor's rates to be charged and billed will be at twice the contract rates herein for such customers. This Section shall not require nor obligate either the City or Contractor to provide such out of town service and both parties must agree to any such out of town service, the billing rates, and compensation.
- 7.02 CITY and CONTRACTOR agree that the initial rates described in the Contractor's Bid reflect current fuel price and is subject to adjustment as follows: As of June 25, 2013, the current fuel price is \$3.69 per gallon for diesel fuel. Such figures shall be the "Base Price" for monthly adjustment as provided herein. Contractor shall provide to City a monthly report of fuel purchased to service this agreement for each of the first three months service is provided. The gallons purchased within these reports shall then be averaged to establish a "Base Amount" for which Contractor's adjustment will be allowed, but in no case shall this amount exceed 600 gallons for any one month.
- 7.03 The CONTRACTOR may seek a cost of living rate adjustment with the CITY if the actual wages paid by CONTRACTOR to its drivers and staff who are actually employed in servicing this agreement cumulatively exceed three (3) percent of the rates established in the Contractor's Bid in a given calendar year.
- 7.04 CONTRACTOR may seek a rate adjustment during the term of this agreement if the disposal charges increases from the (base line) market price of \$29.50 per ton, as established in Exhibit "A".
- 7.05 Rate increases may be granted at the sole discretion of the City Council. In the event that the CONTRACTOR seeks a rate increase which is denied, then Contractor's sole remedy shall be termination of this agreement. Such termination may be accomplished by delivery of a written notice of termination to the CITY at least six (6) months prior to the date of termination of this agreement.

- 7.06 The CITY shall submit statements to and collect from all residential and commercial customers for services provided by the CONTRACTOR including accounts that are delinquent.
- 7.07 The CONTRACTOR shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the CITY. Upon further notification by the CITY, the CONTRACTOR shall resume refuse collection on the next regularly scheduled collection day. The CITY shall indemnify and hold the CONTRACTOR harmless, to the extent allowed by law, from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the CONTRACTOR'S discontinuing service at any location at the direction of the CITY.
- 7.08 The CONTRACTOR shall have the right to discontinue refuse collection service at any Commercial or Industrial Unit delinquent in its payments.
- 7.09 The CONTRACTOR shall bill CITY for service rendered to Residential and Commercial Units within ten (10) days following the end of the month and the CITY shall pay the CONTRACTOR on or before the 30th day following the end of such month. The CONTRACTOR shall be entitled to payment for services rendered to Residential and Commercial Units without regard to whether the CITY collects from the customer for such service.

## **8. DEFAULT**

- 8.01 Failure to meet any of the terms and conditions of this agreement on the part of CONTRACTOR shall be an event of default. Additionally and specifically it shall be an event of default if the CONTRACTOR fails to collect all the solid waste that is appropriate for collection on the day it is presented and scheduled for collection unless performance is excused as described below. Upon the occurrence of such event of default, the CONTRACTOR will be in default if the CONTRACTOR fails to cure the event of default within 72 hours from its occurrence. In the event of default, the CITY may take any of the following actions:
- a. Employ any and all means deemed necessary or advisable by the CITY in its sole discretion to provide the services to the public contemplated by this agreement. The CITY shall have the right, at its option, to take possession of and use all of CONTRACTOR'S local facilities and equipment used in performance of this Contract without being liable for any form of conversion or taking;
  - b. Deduct the actual cost incurred by the CITY from any money then due or to become due to the CONTRACTOR and, should the CITY'S cost of continuing the operation exceed the amount due to the CONTRACTOR, collect any excess amounts due from the CONTRACTOR on its Surety Bond and, if necessary, assert a lien on all real and personal properties of the CONTRACTOR.

- c. During such period the liability of the CITY to the CONTRACTOR for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
  - d. The CONTRACTOR agrees that monetary damages are not an adequate remedy for the CONTRACTOR'S failure to collect the solid waste as required by this contract, nor could monetary damages be the equivalent of the performance of such obligation and accordingly, the CONTRACTOR hereby consents to legal proceedings seeking specific performance of such obligation of CONTRACTOR to be filed in the District Court of Hale County, Texas.
- 8.02 Neither CITY nor CONTRACTOR shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, flood, landslide, lightning, act of God, or similar contingency beyond the reasonable control of the parties to this contract. However if CONTRACTOR is unable to perform for any reason then CITY shall at its sole discretion be entitled to employ any all method and means which may be necessary (including taking possession of CONTRACTOR'S equipment) in order to protect the health and safety of its residents and CONTRACTOR shall have no recourse against CITY as a result of such actions except for the reasonable rental value of its equipment.

## 9. TERMINATION

- 9.01 This contract may be terminated by the CITY upon the following occurrences:
- a. Mutual agreement of the parties;
  - b. Failure of CONTRACTOR to dispose of waste to a certified landfill or in any other manner as allowed by law.
  - c. All terms and conditions of this contract are considered material and failure to perform any part of this Contract shall be an event of default. Upon the occurrence of such an event of default, the CONTRACTOR will be in default if CONTRACTOR fails to perform any of its contractual obligations within the period of time stated in the contract. If a period is not otherwise stated in this contract within which an obligation must be performed, the CONTRACTOR will be in default if the CONTRACTOR fails to perform such obligation within seven days after written notice of such failure is delivered to the CONTRACTOR. Upon default by CONTRACTOR, the CITY shall have the right to:
    - 1. Terminate this contract upon written notice to the CONTRACTOR.
      - A. Immediately take possession of the CONTRACTOR'S local facilities, equipment and operational records until such time as other items can be acquired by the CITY for operation of the system or another CONTRACTOR is engaged to perform this service;



- B. At its option purchase CONTRACTOR'S local facilities and equipment or any part thereof at the then fair market value thereof;

The CITY shall pay the CONTRACTOR the reasonable rental value of the CONTRACTOR'S local facilities and equipment actually used by the CITY during the time that the CITY is using the equipment in the event the CITY elects not to purchase the equipment. Liability of the CITY to the CONTRACTOR during the period in which the CITY is using the equipment shall be that of a bailee for hire, ordinary wear and tear is specifically exempted from such liability.

2. Take such action as may be necessary to collect from CONTRACTOR'S surety company such funds as may be necessary to reasonably compensate the CITY for any costs and/or expenses incurred or to be incurred as a result of default.
3. Take such action and exercise such rights as the CITY may have at law or in equity, including, without limitation, the right to seek injunctive relief and specific performance of CONTRACTOR'S obligations under this contract. All rights and remedies of the CITY shall be cumulative and exercise of any right or remedy shall not be deemed a waiver, relinquishment or abandonment of any other right or remedy.

9.02 This contract may be terminated by CONTRACTOR upon the following occurrences:

- a. Mutual agreement of the parties;
- b. Breach by the CITY of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to CITY by CONTRACTOR to cure such breach, covenant, condition or violation by CITY. Such notice must define with specificity the alleged breach and any and all actions necessary by CITY to remedy such breach. In the event the alleged breach cannot be cured within the thirty (30) day time period, then CITY shall immediately institute actions required to cure such breach within a reasonable time;
- c. If any federal, state, county or municipal disposal site law, regulations or requirements are implemented subsequent to the execution of this agreement, which, in CONTRACTOR'S sole discretion, makes it impossible to provide the services contemplated under this contract or cause the continued compliance with this contract to be economically and financially unprofitable for the continuation of the services by CONTRACTOR. If CONTRACTOR elects to terminate this contract pursuant to this paragraph, CONTRACTOR shall be required to provide the CITY six (6) months notice of its intent to terminate this agreement in accordance with this paragraph.

## 10. MISCELLANEOUS PROVISIONS

10.01 **Amendments.** This Agreement constitutes the entire agreement between the parties hereto.

- 10.02 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.03 **Construction.** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. Headings are for reference purposes and do not control interpretation. All the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular and plural) or any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement, or any section or clause hereof may require. The locative adverbs "herein", "hereunder", "hereto", "hereinafter", and like words wherever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific paragraph, section or subsection hereof unless otherwise expressly designated in context.
- 10.04 **Severability.** To the extent that any provision herein is inconsistent with or in violation of any applicable law, rule or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule or regulation, and shall not otherwise affect any other provisions of this Agreement. Any provisions of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of that provision or of any other provisions of this Agreement in any other jurisdiction.
- 10.05 **Incorporation by Reference.** All exhibits, attachments or annexes referred to and attached hereto are incorporated by reference herein and made part of this Agreement for all purposes, the same as if written in full in this Agreement.
- 10.06 **Survival of Covenants and Conditions.** It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this Agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.
- 10.07 **Venue.** The parties hereto consent that venue of any action brought under this Agreement shall be in Hale County, Texas.
- 10.08 **Jurisdiction and Service of Process.** The parties hereby irrevocably consent to the jurisdiction of the courts of the State of Texas in connection with any action or proceeding arising out of or relating to this Agreement, or a breach of this Agreement or any such document or instrument.
- 10.09 **Assignability.** This Agreement and any rights, duties and obligations thereunder may not be assigned without the prior written consent of all of the parties hereto and, in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

This prohibition however, shall not be applicable to any company or entity, the shareholders of which are one and the same as the shareholders of the CONTRACTOR.

- 10.11 **Waiver.** Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by a duly authorized representative of the waiving party.
- 10.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until it is executed by both parties to this Agreement.
- 10.13 **Binding Effect.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.
- 10.14 **Entire Agreement.** This Agreement and the instruments called for by this Agreement constitute the whole Agreement of the parties and supersede any commitment, agreement, memorandum or understanding previously made by the parties or any of those with respect to the subject matter of this Agreement.
- 10.15 **Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.
- 10.16 **Prior Agreements Suspended.** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- 10.17 **Attorney's Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- 10.18 **Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise. Notices to CONTRACTOR shall be sent to:

South Plains Waste Services, Inc.  
P.O. Box 485

Olton, Texas 79064

Notices to the CITY shall be sent to:

Mayor  
City of Abernathy  
P.O. Box 310  
Abernathy, Texas 79311

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

Executed in multiple copies, each of which shall be deemed to be an original.

SOUTH PLAINS WASTE SERVICES, INC.

Garry LaDuke  
Garry LaDuke, Manager

DATE: Aug 19, 2013

CITY OF ABERNATHY

Lindsey L. Webb  
Lindsey L. Webb, Mayor

DATE: Aug 8, 2013

Exhibit "A"

**CONTRACTOR'S PROPOSAL**

**FOR**

**SOLID WASTE COLLECTION AND DISPOSAL**

**TO:** The City Council of the City of Abernathy, Texas

Proposal of Solid Waste Collection by

South Plains Waste Service, Inc.

(a corporation duly organized under the laws of the State of Texas)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the City of Abernathy, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rate (expressed in words and figures) hereinafter set forth:

A. Rate per Residential Unit per (month, year, pick-up):

Nine Dollars Fifty Cents (\$9.50) per meter per month

B. Rate schedule for services to Commercial and Industrial Units per month:

Two times per week pick-up: Twenty Dollars (\$20.00)

School: Five Hundred Dollars (\$500.00)

City Facilities: No Charge

C. Rate for Roll-off pulls:

\$175.00 per pull plus Tonnage

2 Free Pulls per Year with Just Tonnage Paid

No Daily Rental (Normally \$3.00 per Day)

No Fuel Surcharge or Fuel Recovery Fee

D. Fuel - \$3.69 per gallon

Tipping Fee - \$29.50 per ton(Lubbock Landfill)

South Plains Waste Service, Inc.

Address: P.O. Box 485

Olton Lamb Texas

Telephone (806)285-2055