

GENERAL SERVICES CONTRACT

THE STATE OF TEXAS
COUNTY OF WEBB

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KNOW ALL MEN BY THESE PRESENTS:

That this agreement made and entered into this 13th day of February, 2017, by and between the Owner, Webb County, and **POLLUTION CONTROL SERVICES Inc.**, hereinafter called the "Contractor."

WITNESSETH: That said parties have agreed as set forth below:

1. That the Contractor hereby contracts with the Owner in connection with the project to do the following work and services required by the Owner and detailed by this document or other attachments providing description of services to be provided.
2. That the work herein contemplated shall consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances and materials necessary for the completion of said project in accordance with the specifications and pricing agreements hereto attached and made a part of this contract the same as if written herein.
3. The Contractor hereby agrees and binds himself to commence work within ten (10) days after notification or "Notice to Proceed" issued by Webb County.
4. The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order, the contract price established under this agreement in attached proposed priced listing provided by contractor on January 10, 2017 pages one(1) and two (2)
5. Based upon request for payment submitted to the Utilities Department, the Owner shall make project completion payments on account of the approved sum to the contract as follows:
They will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 100% of the value of the work completed.

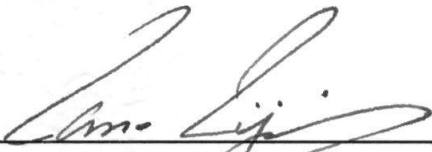
6. The Contractor agrees to fully indemnify and save whole and harmless the County of Webb from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
7. The Contract Documents consist of this agreement, contractor's responses to proposal and any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), specifications, all addenda issued prior to execution of this agreement and all modifications issued subsequent thereto. These form the contract, and all are as fully a part of the contract as if attached to this agreement or repeated herein.
8. This agreement shall terminate on September 30th, 2017.

This agreement executed the day and year first written above.

COUNTY OF WEBB

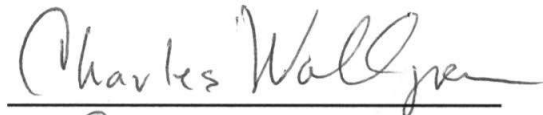
OWNER

CONTRACTOR



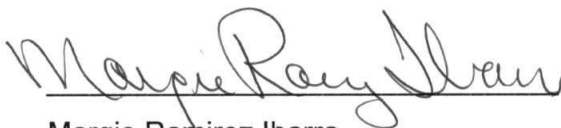
Hon. Tano E. Tijerina
County Judge

2/22/2017



By: Charles Wallgren
Title: President

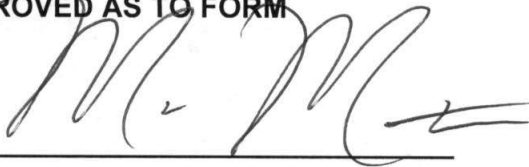
ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM



Marco A. Montemayor

Webb County Attorney

*By law the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s)



~~DISCLAIMER NOTICE~~

The County Judge's signature on these documents reflects the approval and intent of the Webb County Commissioners Court to enter into the above and foregoing agreement. As of the date of the County Judge's signature, the Webb County Attorney has not yet affixed his signature indicating his approval as to the form or substance of this document. Any alteration, modification, adjustment, amendment, revision, addition or deletions after the date of the County Judge's signature are made at the direction of the Webb County Attorney or his assistants. Any liability arising from such alteration, modification, adjustment, amendment, revision, addition or deletion shall be borne by the Webb County Attorney.

Passed and approved by the Webb
County Commissioners Court on
February 13, 2017; Item no. 33