

SOLID WASTE SERVICES AGREEMENT

A Solid Waste Services Agreement (this “Agreement”) is hereby entered into between the City of Dripping Springs (“City”), a Texas municipality, and Waste Connections Lone Star (“Contractor”), a Texas corporation, referred to jointly as the Parties.

PREAMBLE

WHEREAS, the City is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state statutes, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the public rights-of-way, and to issue and revoke licenses; and

WHEREAS, the City owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of City citizens; and

WHEREAS, pursuant to the laws of the State of Texas, the Texas legislature has recognized and established that an incorporated municipality may make a reasonable, lawful charge for the use of public rights-of-way within the municipality; and

WHEREAS, uncollected garbage or a chaotic system whereby garbage is disposed of on an irregular basis without enforcement of reasonable rules would constitute both a health hazard and a nuisance; and

WHEREAS, the City seeks to preserve the quality of life by minimizing noise, odor, and litter related to solid waste collection, and to protect pedestrians and motorists by limiting the number of trucks operating near residences, parks, and schools; and

WHEREAS, the City Council has determined that the centralized and coordinated availability of refuse collection services in the City will promote the public health, safety, and general welfare of the residents of the City and would serve the public interest; and

WHEREAS, the City publicly issued a Request for Proposals for Solid Waste Services on March 2020 (the “RFP”), and subsequently reviewed submissions by four (4) different potential vendors; and

WHEREAS, Contractor, is organized as a Texas corporation, and is now and has been engaged in solid waste services in the State of Texas; and

WHEREAS, the City Council finds Contractor to be the most qualified vendor, with the best proposal to serve the community; and

WHEREAS, the City Council finds that the public interest will be served by entering into an exclusive solid waste services agreement with Contractor to provide services within the boundaries of the City of Dripping Springs, Texas.

NOW, THEREFORE, in consideration of the mutual covenants herein provided, the City and Contractor agree as follows:

1.00 DEFINITIONS

- 1.01. Brush & Yard Waste – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.
- 1.02. Bulky Waste – Stoves, refrigerators, hot water heaters, washer and dryer machines, furniture and other similar household waste materials that do not fit in the cart. This excludes refrigerant charged appliances.
- 1.03. Bundled Brush – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding two (2) feet in length or thirty-five (35) pounds in weight.
- 1.04. Cart(s) – Waste receptacle provided by the Contractor not to exceed 95-gallon capacity.
- 1.05. City – The City of Dripping Springs, an incorporated Type-A, General Law municipality located in Hays County, Texas
- 1.06. Commercial Unit – All premises, locations or units, public or private, requiring refuse and recycling collection and disposal services that are not used as a single-family residence within the corporate limits of the City. This term does not include duplexes and four-family units (quadruplex).
- 1.07. Construction Debris – Waste building materials resulting from construction remodeling, repair or demolition operations.
- 1.08. Contractor – Waste Connections Lone Star, a Texas corporation, and its employees, agents, representatives, and independent contractors.
- 1.09. Customer – An occupant (or occupants) of a residential unit or commercial unit who generates refuse and recyclable materials.
- 1.10. Dead Animals – All wild animals and all domesticated animals more than ten (10) pounds in weight, or portions thereof that have expired from any cause, except those slaughtered or killed for human use.
- 1.11. Disposal Site – A refuse depository licensed or permitted by the State of Texas, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

- 1.12. Excluded Waste – Any Hazardous Waste, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as currently or in future defined as such by applicable Federal, State or Local laws or regulations, or other refuse prohibited for disposal at a sanitary landfill.
- 1.13. Garbage – Dead domesticated animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of solid waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Excluded Waste, Brush and Yard Waste, Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, or Stable Matter.
- 1.14. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, or appropriate agency of the state, to be “hazardous” as that term is defined by or pursuant to Federal or State law.
- 1.15. Landfill – Any facility receiving Municipal Solid Waste or Construction and Demolition Waste under the regulation and authority of the Texas Commission on Environmental Quality (TCEQ), or a successor agency.
- 1.16. Occupied – A parcel of property is deemed occupied when either water or power services are being supplied thereto or when the owner of the property expressly requests service pursuant to this Agreement.
- 1.17. Recycling Bin – A receptacle with a capacity of ninety-five (95) gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The top of the recycling bin shall have a diameter greater than or equal to that of the base.
- 1.18. Refuse – This term shall refer to residential and commercial municipal solid waste and bulky waste, bundled brush, construction debris and stable matter generated at a residential or commercial unit, unless the context otherwise requires.
- 1.19. Residential Unit – A single family dwelling within the corporate limits of the City. This term shall also include duplexes and three- or four-unit multiplexes.
- 1.20. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected, and processed for reuse or returned to use or to market in the form of raw materials or products.

- 1.21. RFP – That certain Request for Proposals for Solid Waste Services issued by the City on March 2020, a copy of which is attached hereto as Exhibit “C”.
- 1.22. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.23. Year – Each 365– or 366–day period during the term hereof commencing upon the effective date of this Agreement and each anniversary thereafter and ending the day prior to the next such anniversary date.

2.00 FRANCHISE

- 2.01. Exclusive Franchise – The Contractor is hereby granted the sole and exclusive authority by the City for collection and disposal of refuse and recyclable materials within the territorial jurisdiction of the City as set forth below. The activities governed by this Agreement shall consist of the items contained in this Agreement, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the agreement. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third–party violators, considering the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third–party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good–faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
- 2.02. Contractor’s Obligations – The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse and recycling collection, removal, and disposal services for all customers as specified in this Agreement. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain Excluded Waste; (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the CITY and the producer of the Excluded Waste, if the producer can be readily identified; and (c) the City will use best efforts to work with the Contractor to ensure that Excluded Waste is appropriately disposed of and that the producer is held responsible for the Excluded Waste.
- 2.03. City’s Obligations – The City shall comply with any description of and/or procedures with respect to removal of contaminants as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Any equipment furnished hereunder by Contractor to the City shall remain the property of Contractor; however, the City shall have care, custody and control of the equipment while at the City service locations. The City shall not overload

(by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. The City must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste for the City.

- 2.04. Violation Notices – The City authorizes Contractor to send a Notice of Violation to a property owner utilizing solid waste services of another vendor. Contractor agrees to notify the City of any known violations. The City agrees to coordinate with Contractor with respect to enforcement of the exclusive franchise granted herein.
- 2.05. Roll-Offs Excluded – An exception to the exclusive franchise granted herein is recognized for Roll-Off Dumpster Service utilized for building construction.

3.00 COLLECTION AND DISPOSAL SERVICES

3.01. Residential Service

- (a) All services will be provided as described in Exhibit “B” Solid Waste RFP: Applicant Qualifications, except in the case that this Agreement conflicts with any provision of Exhibit “B” or Exhibit “C”, this Agreement controls. Provisions included in pages 111–113 of Exhibit “B” are not included other than as incorporated into this Agreement.
- (b) Frequency: Contractor shall provide curbside collection of garbage for occupied residential units one (1) time per week.
- (c) Set-Out Time: Carts and bags shall be required to be placed at curbside by 7:00 a.m. on the designated collection day.
- (d) Collection Days: Contractor shall inform the City which two (2) days of the week are collection days under this Agreement for the once per week collection day for residences.
- (e) Carts: The Contractor shall be required to collect one (1) 95-gallon cart (up to fifty (50) pounds and five (5) feet in length cart). The Contractor will furnish the carts to each customer. The Contractor will retain ownership of these carts and will be responsible for their replacement due to normal wear and tear. However, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer, the customer will be responsible for the replacement of a cart due to negligence or abuse plus a twenty-five-dollar (\$25.00) delivery fee. The replacement cost for a cart shall be seventy-five dollars (\$75.00).
- (f) Additional Receptacles: For an additional charge or charges to the customer, Contractor will collect any additional carts or recycling bins requested by the customer, and up to an additional five (5) extra bags of garbage (up to thirty (30) gallons).

(g) Recycling: Contractor shall provide recycling upon request of residential customer. If requested, Contractor shall collect single-stream recycling on the same day as refuse collection for the occupied residential unit one (1) time per week for all residential units. Recyclables include:

- (1) Kraft Paper
- (2) Cardboard Egg Cartons
- (3) Cardboard Trays
- (4) Smooth Cardboard (food and shoe boxes, tubes, file folders, product packaging)
- (5) Pizza Boxes
- (6) Paper Cups
- (7) Corrugated Containers (with liners of kraft, jute, or test liner including dry food boxes, beer and soda carriers, and shoe boxes)
- (8) Old Newspaper including slick paper inserts
- (9) Chipboard
- (10) Other Mixed Paper (including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages)
- (11) Program Plastic Recyclable Material 5
#1–#7 Rigid Plastic Bottle Container, Jug, or Jar
- (12) Program Aluminum and Steel Recyclable Material
Beverage Container
Food Container
Lids
- (13) Program Glass Recyclable Material 7
Food and Beverage Bottles, Containers, and Jars

(h) Cart Placement – Each Cart, Bin, and/or Bag shall be placed at curbside for collection.

- (i) Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways. Carts, Bins, and Bags shall be placed as close to the roadway as practicable to an access point for the collection vehicle. Contractor may decline to collect any Bin, or Bag not so placed or any refuse or recyclable material not in a cart, bin, or bag. Carts shall be returned to within five (5) feet of customer's placement without obstructing traffic or damaging landscaping.

3.02. Commercial

- (a) Frequency – Contractor shall provide commercial dumpster pick up at least one (1) time per week.
- (b) Charges – This service will be charged by the cubic yard.
- (c) Dumpster Options – Contractor will provide commercial customers the option of front or rear-load services.
- (d) Recycling – Contractor will provide recycling to commercial customers on request.

3.03. Other Collection Services and Community Benefits

- (a) Roll-off Dumpster Service – Contractor will provide, on request, roll-off dumpsters of varying sizes. The exclusive franchise granted by this Agreement does not apply to Roll Off Dumpster service.
- (b) Brush & Bulk Waste Collection – Contractor will collect brush, leaves, branches, and bulky waste every other week for residential customers. Contractor will pick up as much as four cubic yards per every-other-week pick up. Residential customers may request special pickup with pricing determined on the type and volume of waste pickup.
- (c) Special Needs Service – Contractor shall make reasonable accommodations for the elderly and the disabled when requested in writing and approved by the City.
- (d) Municipal Events:

Contractor shall provide refuse collection during special events including, but not limited to:

1. Founders Day;
2. Dripping Springs Fair and Rodeo; and
3. Christmas on Mercer.

In addition to providing refuse collection during Founders Day, Contractor shall provide the City with cardboard containers for this event.

- (e) Municipal Facilities:

Contractor shall transport solid waste from the following city facilities including, but not limited to:

1. City Hall;
2. Dripping Springs Ranch Park;
3. Founders Memorial Park;
4. Sports and Recreation Park;
5. Charro Ranch Park; and
6. the Dripping Springs Wastewater Treatment Plant.

Name	Address	LOB	Qty	Service	Frequency
FOUNDERS MEMORIAL PARK	27900 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	COMM	1	4yd-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	RESI	12	95G-trash	1x
DRIPPING SPRINGS CITY HALL	511 W MERCER ST	COMM	1	2yd-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	20	95G-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	2	95G-recycle	1x
DRIPPING SPRINGS RODEO ARENA	1042 EVENT CENTER DR	COMM	2	8yd-trash	1x
CITY OF DRIPPING SPRINGS	23127 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	22322 RANCH ROAD 150	R.O	1	30yd-trash	quarterly
CITY OF DRIPPING SPRINGS	101 OLD FITZHUGH RD	R.O	1	30yd-trash	2x annually
DRIPPING SPRINGS RANCH PARK	1042 EVENT CENTER DR	R.O	2	30yd-trash	weekly

(f) Community Benefits

1. Ten thousand dollars (\$10,000) grant to the City for the City's Master Park and Open Space Plan.
2. Sponsorship of the DSISD's Denim & Diamonds Fundraiser Gala.
3. Sponsorship of the Dripping Springs Fair & Rodeo.
4. Gold Sponsor of the Founders Day Festival.
5. Founders Day Parade Float participant.

3.04. Performance Standards

- (a) City and Contractor agree that the goal of this Agreement shall be to enhance sanitary and aesthetic living conditions for City's citizens; protect the environment; deliver consistent, reliable, convenient, safe services; provide for respectful, friendly, responsive communications with customers; and to show a commitment to the community.
- (b) Contractor will be required to comply with the following conditions:
 - 1. Cart Placement – Residential carts shall be returned to within five (5) feet of customer's placement without obstructing traffic or damaging landscaping.
 - 2. Closing Lids – Contractor will make every effort to close lids and leave street(s) uniform wherever possible.
 - 3. Street Obstacles – Contractor shall make all reasonable efforts to collect garbage and recycling regardless of barriers (i.e., blocked streets) except when the safety and health of the Contractor's employees or the public is placed in danger.
 - 4. Litter Control – Contractor will not leave loose trash which, during collection, may fall in the streets or yards of the residents and Contractor will make every reasonable effort to keep the City's streets clean and free of litter.
 - 5. Engine Braking – Drivers will be expressly forbidden to use their emergency brake to stop a moving truck. No engine breaking is allowed in the City.
 - 6. School Safety – Contractor will not provide collection service one-half (1/2) hour prior to or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.
 - 7. Consistency – Contractor will make every effort to maintain a consistent route schedule.
 - 8. Rescheduling Pickups – In the event of equipment breakdowns or missed pick-ups, Contractor will make every effort to notify the customer if the service will be delayed or rescheduled for another pick-up day, no more than two days from the date of notice.
 - 9. Customer Service Voicemail – Contractor will maintain a 24 hour-per-day, 7 day-per week voice mail system to be responsive to customer communications.
 - 10. Uniforms – Contractor's collections crews shall wear a uniform while in the City identifying the Contractor.

4.00 OPERATION

- 4.01. Hours of Operation – Collection days shall be Monday through Saturday, and collection shall not start before 7:00 a.m. or continue after 6:00 p.m. Evening collections schedules can be approved by the City for commercial customers whose facilities do not abut

residential areas upon written request by Contractor. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- 4.02. Routes of Collection – Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City’s approval of the proposed changes, Contractor shall promptly give written or published notice to the affected customers.
- 4.03. Holidays – If a holiday falls on a normal collection day, collection will resume the following day. The following shall be holidays for purposes of this Agreement:
- Christmas Day
New Year’s Day
Thanksgiving Day
- 4.04. Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. A copy of any written complaints received by Contractor must be given to City within ten (10) days of receipt. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received. Repeated failure to address customer complaints can constitute a breach if City notifies Contractor in accordance with this Agreement.
- 4.05. Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06. Office – The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on Monday through Friday.
- 4.07. Hauling – All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.
- 4.08. Disposal – All refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in the rate set forth in Exhibit “A” for each residential or commercial unit serviced by the Contractor.
- 4.09. Notification – The Contractor shall notify all customers about complaint procedures, rates, regulation, and day (s) for scheduled refuse collection, and of bulk and brush collections including description of items eligible and/or suitable for pickup and of placement and assembly of items for pickup (ex: bundled, cut, size, width, weight, etc.). Notification may be made via publication.

- 4.10. Point of Contact – Contact between the parties regarding any issues arising out of this Agreement shall be as follows:

Waste Connections Lone Star
Attention: District Manager
9904 FM 812
Austin, Texas 78719

City of Dripping Springs
Attention: Deputy City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

With a copy to:
Waste Connections US, Inc.
Attention: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380

- 4.11. Leaks – Contractor's vehicles shall not leak liquids such as motor oil, antifreeze, transmission oil, or hydraulic fluid onto the streets, alleys, or sidewalks of the City. If such a leak occurs, the Contractor shall have twenty-four (24) hours to clean up such spills before a fine is levied. Spills which have not been cleaned up within twenty-four (24) hours may subject the Contractor, at the City's sole discretion, to a penalty of two hundred dollars (\$200.00) per occurrence.

5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws. Wages of all employees of the Contractor will equal or exceed the minimum wage requirements of state and federal law.

6.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person, including customers, employees, and prospective employees, because of race, sex, age, creed, color, religion or national origin.

7.00 INDEMNITY

INDEMNIFICATION. CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

8.00 LICENSES, TAXES, AND CONFLICTS OF INTEREST

The Contractor shall obtain all licenses and permits and pay all taxes required by local, state, and federal law. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Contractor agrees by approving this Agreement that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor shall also comply with the requirements related to 1295 filing through the Texas Ethics Commission.

9.00 DURATION

- 9.01. Effective Date – This Agreement shall be effective upon execution by both parties.
- 9.02. Initial Term – The Agreement shall be for a five year term beginning July 1, 2020 and ending June 30, 2025.
- 9.03. Initial Commencement Date – Except as provided in Section 9.04, Contractor shall commence services under this Agreement to individual customers under this Agreement immediately upon execution of this Agreement.
- 9.04 Delayed Commencement Date – The following services shall have a delayed start, but no later than August 3, 2020:
 - a. Bulk & Brush services referenced in 3.03(b); and
 - b. the Residential Recycling Services outlined in 3.01(g) for any residents who will be newly introduced to the program.

10.00 INSURANCE

- 10.01. Liability Insurance – The Contractor shall maintain throughout the term of this Agreement, extended coverage and general liability insurance and automobile liability insurance with an insurance company licensed to do business in the State of Texas, insuring against claims for liability or damages. The City shall be named as an additional named insured on the policy. Proof of insurance coverage in conformance with this Agreement shall be provided to the City within thirty (30) days of the effective date of this Agreement and prior to the performance of any waste collection activities by Contractor otherwise authorized by this Agreement. Extended coverage insurance under this section shall be a minimum of One Million and No/ 100 Dollars (\$ 1,000,000 general aggregate and One Million and No/100 Dollars (\$ 1,000,000.00) per occurrence for the protection of the public in connection with:
 - (a) Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Contractor, its servants, agents or employees or to which Contractor's negligence shall in any way contribute; and
 - (b) Arising out of Contractor's operations and relationships with any independent Contractor or subcontractor.

10.02. Workers Compensation – The Contractor shall maintain throughout the term of this Agreement workers compensation insurance to cover all employees engaged in activities related to this Agreement and such insurance shall contain a waiver of subrogation as to any claim against the City.

10.03. Approved Form – The insurance policies obtained by the Contractor in compliance with this section shall be approved by the City Attorney, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City Secretary during the term of this Agreement, and shall be changed from time to time to reflect changing liability limits, as reasonably required by the Council. The Contractor shall immediately advise the City Attorney of any significant litigation, actual or potential that may develop that would affect this insurance.

10.04. Conditions – All insurance policies maintained pursuant to this Agreement shall contain the following conditions by endorsement:

“The City of Dripping Springs shall be named an additional insured and the term “additional insured” or “City of Dripping Springs” shall include all authorities, Boards, Bureaus, Councils, Commissions, Divisions, Departments, and offices of the City and the individual members, employees, and agents thereof in their official capacities and/or while acting on behalf of the City.

Notice of any cancellation or material change in policies shall be given to the City Administrator in accordance with the applicable notice provisions of the policies.

Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Contractor and the City and shall be primary coverage for all losses covered by the policies.

The policy clause “Other Insurance” shall not apply to the City of Dripping Springs where the City is an insured on the policy.

Companies issuing the insurance policies shall not have recourse against the City of Dripping Springs for payment of any premiums or assessments which all are set at the sole risk of the Contractor.”

10.05. Acceptability – If the City Attorney of Dripping Springs determines that a certificate of insurance is acceptable evidence of insurance coverage, a copy of the endorsement required under the above item shall be attached to the certificate of insurance.

11.00 PAYMENT BASIS AND METHOD

11.01. Rates

- (a) For collection and disposal services required to be performed, the charges shall not exceed the rates as fixed by Exhibit "A" and Exhibit "C" attached, as adjusted in accordance with this Agreement.
- (b) The refuse collection charges provided by this Agreement shall include all disposal and related costs.
- (c) The refuse collection charges provided by this Agreement also do not include a seven percent (7%) franchise fee that is to be paid to the City. Such franchise fee shall be in addition to the refuse collection charges set forth in Exhibit "A" and Exhibit "C".

11.02. Modification to Rates

- (a) The rates and prices set by Exhibit "A" and Exhibit "C" are to remain in place through the entire contract period as stated, including stated increases. If the Contractor wishes to modify the rates or prices, Contractor must give sixty (60) days notice to the City and rates may only be increased with the approval of the City. If rates are increased, the Contractor shall give sixty (60) days notice to the affected customers. Notice to customers of rate or price increases shall be in a form prescribed by the City. Notice to the City must be by certified mail, return receipt requested.
- (b) At any time during the term of this Agreement, the Contractor may petition the City for rate and price adjustments based on an increase in cost of operations from increased fuel costs, taxes, fee, or regulations. Contractor may seek a rate increase no more than once per year. Any such adjustment of the rates and/or prices requires prior written approval by the City, which approval shall not be unreasonably conditioned, withheld or denied. Failure by the City to act within thirty (30) days of a petition constitutes a denial.
- (c) The rates may only be adjusted by the proportionate share of any change in expenditures (whether capital or operational) required by federal, state or local law, regulation, rule, ordinance, or order that becomes effective after the Effective Date of this Agreement, if it was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The rates may only be adjusted by the proportionate share of any change in expenditures (whether capital or operational) necessitated by increased fuel or other costs. The Contractor shall furnish the City with calculations showing the basis for any such adjustment.

11.03. Quarterly Invoices to Customers – Contractor shall submit quarterly statements to, and collect from, all Residential and Commercial customers for services provided by the Contractor pursuant to this Agreement.

11.04. Quarterly Reports to City – Contractor shall submit quarterly reports to the City summarizing the number and type of accounts serviced, and rates charged to customers.

- 11.05. Delinquent & Closed Accounts – The Contractor may discontinue refuse collection service for any residential or commercial customer for failure to pay the required fees upon the account becoming two (2) months delinquent. After full payment of the delinquent amount and a late fee has been received, the Contractor shall resume refuse collection on the next regularly scheduled collection day.
- 11.06. City Right to Review – The City shall have the right to review the books and records of the Contractor related to the services described by this Agreement.
- 11.07. Franchise Fee – Within thirty (30) days after the end of each quarter, Contractor will submit a franchise fee payment to the City equal to seven percent (7%) of all fees actually collected from customers pursuant to this Agreement during the previous quarter.

12.00 TRANSFERABILITY AND AMENDMENT

No Assignment of the agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. All provisions of the agreement shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the agreement except as specifically provided for in such amendment.

13.00 RIGHTS OF CONTRACTOR

The City, during the term of this Agreement, shall not enter into any agreement with a third party to obtain the services performed by the Contractor under this Agreement and shall not suffer or permit any other party to provide similar service within the City. This provision does not apply to temporary arrangements made pursuant to the Force Majeure clause of this Agreement.

14.00 OWNERSHIP

Title to non-excluded Refuse and recyclable material shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Recycling bin, or removed by Contractor from the Customer's premises, whichever last occurs. Title to Excluded Waste shall at all times remain with the generator of such waste.

15.00 EXCLUSIONS

This Agreement shall not cover Excluded Waste. Contractor may agree, but shall not be required, to haul human waste or stable matter, hazardous waste, auto parts, rocks, concrete, sand, gravel, dirt, construction debris or other Excluded Waste.

16.00 SUBCONTRACTORS

Use of subcontractors by the Contractor or subsidiaries or affiliates of the Contractor for technical or professional services shall not be considered an assignment of this Agreement; provided that in any such event the Contractor remains responsible for all services and performance provided

under this Agreement. The City reserves the right to object, in writing, to the use of specific subcontractors. No subcontractor may be used over the City's objection.

17.00 RIGHTS OF THE CITY

17.01. In the event of a material breach by Contractor, the City shall have the right to terminate this Agreement if written notice of the breach is given to Contractor and the problem has not been cured within thirty (30) days. A decision by the City to terminate this Agreement may be appealed to the City Council. Failure of the City Council to act within thirty (30) days constitutes a ratification of the City's decision.

17.02. This Agreement shall not be construed or in interpreted as the City having waved any regulatory or police powers, except to the extent, if any, specifically provided herein.

18.00 FORCE MAJEURE AND INTERRUPTION OF SERVICE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, strike, fire, accident, epidemic, pandemic, act of God, or similar or different contingency beyond the reasonable control of the Contractor. If service under the agreement is discontinued for more than forty-eight (48) hours beyond the regular schedule, regardless of fault, the City may seek other temporary arrangements with third parties. Temporary arrangements will not constitute a breach of the exclusive franchise granted to Contractor if the temporary arrangement ends when Contractor is ready, willing, and able to recommence performing its obligations.

19.00 SEVERABILITY

In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within the Agreement.

20.00 ENTIRE AGREEMENT

This Agreement, including the Exhibits, constitutes the entire agreement and understanding between the parties, and shall not be modified, altered, or amended unless in a writing signed by both parties.

21.00 VENUE FOR DISPUTES

In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is Hays County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. The prevailing party in any such lawsuit shall be entitled to recover all of its reasonable and necessary attorney's fees and costs.

22.00 CUMULATIVE REMEDIES

Execution of this Agreement shall not preclude or limit the ability of either party to seek any and all remedies provided by law, nor shall pursuit of any remedy provided for in this Agreement constitute waiver of any performance due or any damages accruing by reason of violation of this Agreement. No waiver of any violation arising hereunder shall constitute waiver of any other violation. Forbearance to enforce one or more remedy in the case of default shall not be deemed waiver of such default.

23.00 TRANSITION

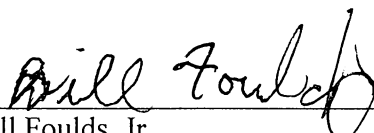
23.01. Upon execution of this Agreement, City and Contractor shall jointly formulate and distribute notification to all solid waste customers in the city limits informing them of this Agreement and providing an anticipated schedule for collections.

23.02. As the City annexes new territory into the city limits, City will notify Contractor and customers.

IN WITNESS WHEREOF, the City and Contractor hereby execute this Agreement as duly authorized by the respective parties.

WASTE CONNECTIONS LONE STAR, CITY OF DRIPPING SPRINGS:
INC.

By: _____
Name: Robert A. Nielsen III
Title: Regional Vice President – Southern
Region

By:  _____
Name: Bill Foulds, Jr.
Title: Mayor

22.00 CUMULATIVE REMEDIES

Execution of this Agreement shall not preclude or limit the ability of either party to seek any and all remedies provided by law, nor shall pursuit of any remedy provided for in this Agreement constitute waiver of any performance due or any damages accruing by reason of violation of this Agreement. No waiver of any violation arising hereunder shall constitute waiver of any other violation. Forbearance to enforce one or more remedy in the case of default shall not be deemed waiver of such default.

23.00 TRANSITION

23.01. Upon execution of this Agreement, City and Contractor shall jointly formulate and distribute notification to all solid waste customers in the city limits informing them of this Agreement and providing an anticipated schedule for collections.

23.02. As the City annexes new territory into the city limits, City will notify Contractor and customers.

IN WITNESS WHEREOF, the City and Contractor hereby execute this Agreement as duly authorized by the respective parties.

WASTE CONNECTIONS LONE STAR, CITY OF DRIPPING SPRINGS:
INC.

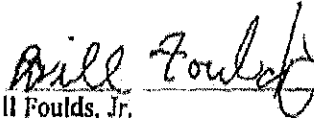
By:



Name: Robert A. Nielsen III

Title: Regional Vice President – Southern
Region

By:



Name: Bill Foulds, Jr.

Title: Mayor

EXHIBIT "A"
COLLECTION CHARGES

Exhibit A

Residential Services

95-Gallon Solid Waste Collection	\$13.75
95-Gallon Recycle Collection (Optional)	\$5.50

Commercial Dumpster Services

Beginning Rates - July 1, 2020

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 35.16	\$ 85.00	\$ 105.00	\$ 125.00	\$ 145.00
	3 yd	\$ 49.45	\$ 120.00	\$ 150.00	\$ 180.00	\$ 210.00
	4 yd	\$ 70.32	\$ 140.00	\$ 180.00	\$ 220.00	\$ 260.00
	6 yd	\$ 89.63	\$ 178.00	\$ 248.00	\$ 308.00	\$ 368.00
	8 yd	\$ 119.51	\$ 239.00	\$ 358.00	\$ 438.00	\$ 518.00
	10 yd	\$ 139.51	\$ 259.00	\$ 378.00	\$ 478.00	\$ 578.00

Rates Adjusted - December 1, 2020

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 36.92	\$ 89.25	\$ 110.25	\$ 131.25	\$ 152.25
	3 yd	\$ 51.92	\$ 126.00	\$ 157.50	\$ 189.00	\$ 220.50
	4 yd	\$ 73.84	\$ 147.00	\$ 189.00	\$ 231.00	\$ 273.00
	6 yd	\$ 94.11	\$ 186.90	\$ 260.40	\$ 323.40	\$ 386.40
	8 yd	\$ 125.49	\$ 250.95	\$ 375.90	\$ 459.90	\$ 543.90
	10 yd	\$ 146.49	\$ 271.95	\$ 396.90	\$ 501.90	\$ 606.90

Rates Adjusted - July 1, 2021

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 42.46	\$ 102.64	\$ 126.79	\$ 150.94	\$ 175.09
	3 yd	\$ 59.71	\$ 144.90	\$ 181.13	\$ 217.35	\$ 253.58
	4 yd	\$ 84.92	\$ 169.05	\$ 217.35	\$ 265.65	\$ 313.95
	6 yd	\$ 108.23	\$ 214.94	\$ 299.46	\$ 371.91	\$ 405.80
	8 yd	\$ 144.31	\$ 288.59	\$ 432.29	\$ 528.89	\$ 625.49
	10 yd	\$ 168.46	\$ 312.74	\$ 456.44	\$ 577.19	\$ 697.94

Exhibit A - Continued on next page

Rates Adjusted - July 1, 2022

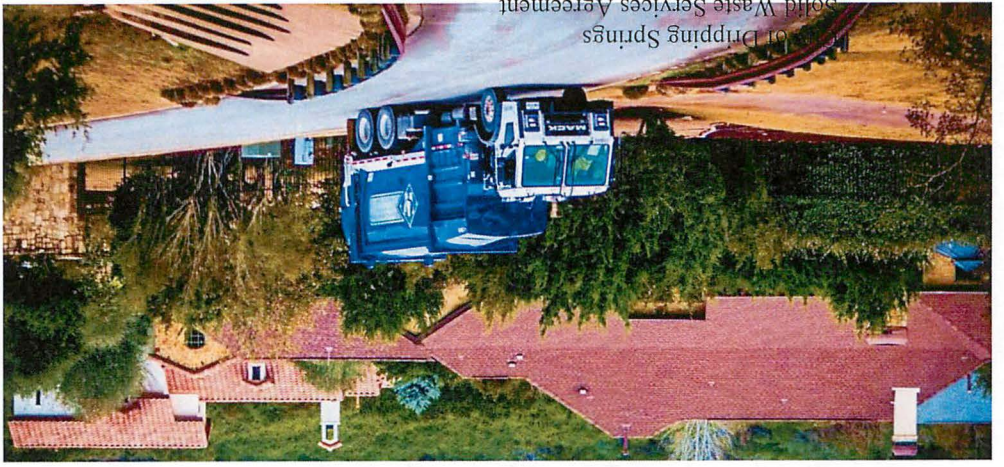
		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 48.83	\$ 118.04	\$ 145.81	\$ 173.58	\$ 201.35
	3 yd	\$ 68.67	\$ 166.64	\$ 208.30	\$ 249.95	\$ 291.62
	4 yd	\$ 97.66	\$ 194.41	\$ 249.95	\$ 305.50	\$ 361.04
	6 yd	\$ 124.46	\$ 247.18	\$ 344.38	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 719.31
	10 yd	\$ 192.22	\$ 359.65	\$ 524.91	\$ 663.77	\$ 802.63

Rates Adjusted - July 1, 2023

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 56.15	\$ 135.75	\$ 167.68	\$ 199.62	\$ 231.55
	3 yd	\$ 78.97	\$ 182.10	\$ 239.55	\$ 287.44	\$ 335.36
	4 yd	\$ 112.31	\$ 223.57	\$ 287.44	\$ 351.33	\$ 415.20
	6 yd	\$ 139.61	\$ 267.08	\$ 382.42	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 720.33
	10 yd	\$ 192.22	\$ 384.44	\$ 576.66	\$ 730.44	\$ 884.22

Rates Adjusted - July 1, 2024

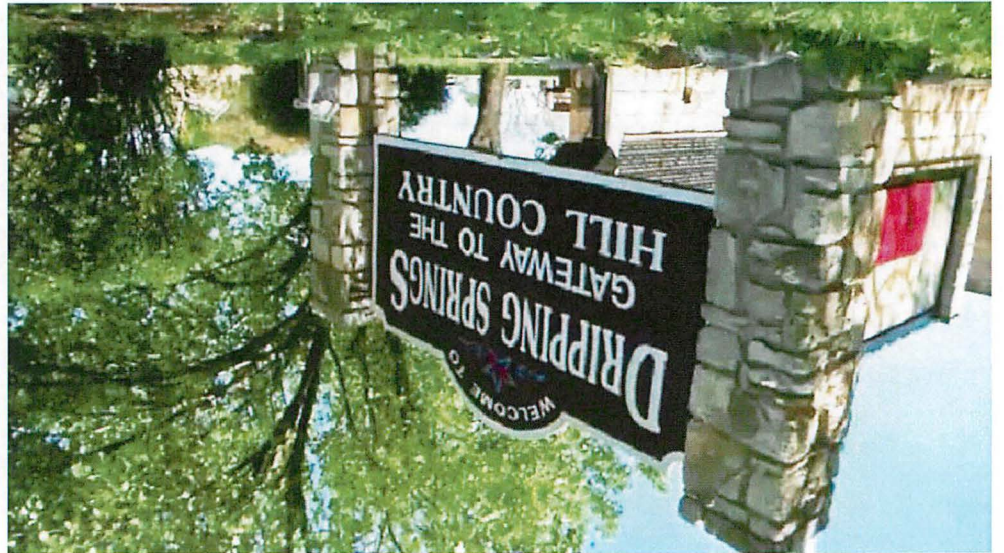
		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 64.57	\$ 137.59	\$ 192.83	\$ 229.56	\$ 266.28
	3 yd	\$ 90.82	\$ 182.10	\$ 273.15	\$ 330.56	\$ 385.66
	4 yd	\$ 117.36	\$ 226.62	\$ 327.79	\$ 404.03	\$ 477.48
	6 yd	\$ 139.61	\$ 267.08	\$ 382.42	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 720.33
	10 yd	\$ 192.22	\$ 384.44	\$ 576.66	\$ 730.44	\$ 884.22



City of Dripping Springs
Solid Waste Services Agreement

Residential and Commercial waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant.

Solid Waste RFP: Applicant Qualifications



WASTE CONNECTIONS
LONE STAR, INC.



Table of Contents

1. List of Applicant's experience with similar projects in Texas	3
2. Waste Connections Lone Star, Inc. References	8
3. Applicant's Financial Capacity;	12
4. Applicant's insurance coverage, showing coverage of at least:	13
5. Waste Connections Proposed Management Staff & Project Leaders	14
6. Waste Connections Lone Star, Inc. Organization Chart	31
7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;	32
8. Evidence of Applicant's Authority to Conduct Business in State of Texas.....	33
9. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;	34
10. Description of public relations and customer education;	35
11. Description of quality control methods, complaint management, and resolution procedures;	38
12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;	41
13. Terms for non-routine and holiday collection procedure and methods of customer notification;	42
14. Description of complimentary bulk collection;	44
15. Description of annual bulk collection at a central location;	46
16. Description of brush pickup;	47
17. Description of complimentary brush collection performed quarterly;	49
18. Description of recycling options and pricing for said options;	50
19. Description of roll-off or temporary solid waste collection options;	52
20. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;	53
21. Description of the containers and related	54
22. Discussion of any complimentary or additional services to improve the value taxpayers are receiving	56

23. Discussion of any complimentary or additional community benefits enhancing the City and the taxpayer quality of life	57
24. Discussion of services available for City sponsored events.....	58
25. Discussion of complimentary services available for City facilities.....	59
26. Discussion of methods for handling barriers to collection, including blocked streets;.....	60
27. Description of the capital equipment for providing the services	61
28. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;	63
29. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;.....	65
30. Discussion of disposal and processing sites;.....	66
31. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;	72
32. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;	78
33. Discussion of worker training and incentive; and	79
34. Information on charges to the City for performing emergency disaster response	86
Exhibit A – Sample Communication Guides for City Residents	88
Exhibit B – Equipment Descriptions and Specifications	91
Residential Service Truck: McNeilus ZR Side Loader.....	91
Commercial Service Truck: Heil Half/Pack Front End Loader	94
Bulk & Brush Service Truck: Petersen PL-3 Boom Truck	95
Residential Roll-Out Carts: Sierra Container.....	97
Commercial Dumpsters: Box Gang Front End Load Containers	100
Exhibit C Conflict of Interest	102
Exhibit D – Proposal Security & Performance Bond	103
Exhibit E – Certificate of Insurance	109
Exhibit F – Applicant/Contractor Exceptions to the RFP	110

1. List of Applicant's experience with similar projects in Texas

ABOUT WASTE CONNECTIONS LONESTAR, INC.

A wholly owned subsidiary of Waste Connections (WCN), Waste Connections Lone Star, Inc. (WC) provides excellent services to more than 300 communities in Texas and we have served numerous municipal, commercial, industrial, institutional and residential customers in central Texas for many years. Our guiding principles are to always provide excellent services, safety, responsive communication, compliance with the terms of our agreements, accuracy in correspondence and to treat our customers with respect and dignity.

Waste Connections is national, but also local. Waste Connections employs 200 local Texans, many of whom live in our around Dripping Springs. We have two operating locations; one at 9904 FM 812 south of the airport in Austin and another at 15711 Cameron Road in Pflugerville, just north of Manor. Each has management and supervisory personnel, customer service representatives, Dispatchers and accounting personnel. Both locations include training facilities, safety equipment, collection vehicles, mobile repair vehicles, cart delivery vehicles, and container and cart inventory.

Stability—Overview of Waste Connections

WCN is the third largest publicly traded solid waste services company in North America. WCN is a publicly traded (NYSE and TSX symbol WCN) regional, integrated environmental services company that provides solid waste collection, transfer, disposal, and recycling services, as well as petroleum exploration and production (E&P) throughout the United States and Canada. For more information, see www.wasteconnections.com. From its principal executive offices in Vaughan, Ontario, Canada, and its principal administrative offices in The Woodlands, Texas, WCN serves residential, commercial, industrial customers in 38 U.S. states and five Canadian provinces. WCN owns or operates a network of 271 solid waste collection operations, 133 transfer stations, seven intermodal facilities, 71 recycling operations, and 94 active municipal solid waste ("MSW") landfill facilities.

Growth

Since its founding in 1997 in Vancouver, Washington, WCN has grown into the third largest solid waste and recycling services provider in North America through a series of acquisitions of private and publicly-traded waste companies;

Waste Connections Lone Star, Inc.

divestitures from other solid waste companies; privatization of governmental operations; and successfully bidding, securing, and maintaining a large number of municipal contracts.

Management Philosophy

The WCN corporate philosophy is based on the belief that the solid waste service business is a local business best managed by professionals living and working in the communities we serve. WCN strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and best practices to help our customers, employees, and shareholders "Connect with the Future."

Both corporate-wide and locally, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part in improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and the communities we serve and have programs in place to continually upgrade our safety management and environmental policies.

WCN's ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization—not only in the financial and accounting arena, but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. WCN is committed to this value and continuously strives to have the systems in place to ensure the preservation of integrity. A strong internal and external audit program has been and will continue to be integral to the corporate philosophy.

The WCN Statement of Values, created by a team of corporate, region and district employees, guides our daily and long-term decisions.

Our Core Operating Values

Honoring our commitments provides our stakeholders peace of mind and establishes us as the premier solid waste services company in the markets we serve. This creates a safe and rewarding environment for our employees while protecting the health and welfare of the communities we serve, thereby increasing the value for our shareholders.

Safety

We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do. Waste Connections has the best safety record of any publicly-held company in the industry.

Integrity

We define integrity as “saying what you will do and then doing it.” We keep our promises to our customers, our employees and our shareholders. We do the right thing, at the right time, for the right reason.

Customer Service

We provide our customers the best possible service in a courteous and effective manner, showing respect for those we are fortunate to serve.

A Great Place to Work

We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work.

To Be the Best, Not Necessarily the Biggest

We continue to grow and remain environmentally responsible. We grow in a disciplined way, deploying resources intelligently and benefiting communities we live in. We remain big enough to serve, yet small enough to care for our local community partners.

Vision of the Future

Our goal is to create an environment where self-directed, empowered employees strive to consistently fulfill our constituent commitments and seek to create positive impacts through interactions with customers, communities, and fellow employees, always relying on our Operating Values as the foundation for our existence.

Local Autonomy and Economy of Scale

WCN believes that decentralization provides a low-overhead, highly efficient operational structure that gives our customers an advantage. Local employees

are empowered and supported to make decisions. This employee empowerment results in responsive and timely service provided by people who know the community—from WCN’s district and facility managers to the customer service representatives answering the phone. These empowered employees are backed by WCN’s financial management, accounting, information systems, environmental compliance, risk management, and personnel functions, which are centralized and shared among locations to improve productivity, lower operating costs and control certain assets. While district management operates with a high degree of autonomy, WCN’s regional and senior officers monitor district operations and require adherence to accounting, purchasing, marketing, and internal control policies, particularly with respect to financial matters.

Community Connections

At WCN, we are connected to the communities we serve. Each holiday season, our central Texas employees purchase approximately 300 bicycles, assemble them, and give them to needy children and charities. Nationally, WCN provides more than 15,000 bicycles to needy children annually.

We support numerous charities such as Keep Austin Fed, Habitat for Humanity, Goodwill, Williamson County Flood Relief, several youth athletic organizations, many civic fund raising events, community cleanup events, and give presentations to area schools and universities.

WCN is an active member of the Texas Chapter of the National Waste and Recycling Association and the State of Texas Alliance for Recycling. We support many area chambers of commerce and the Texas Municipal League’s state and local chapters. WCN employees serve on local boards and committees including the Capitol Area Council of Governments Solid Waste Advisory Committee.

WASTE CONNECTIONS LONE STAR, INC. EXPERIENCE

Waste Connections provides solid waste collection, disposal and recycling services to more than 300 cities in Texas and many other communities including Municipal Utility Districts, Water Control Improvement Districts, Homeowner and Property Owner Associations and privately managed residential communities.

In Central Texas we serve the cities of Lakeway, The Hills, Pflugerville, Manor, Taylor, Bastrop, Lago Vista, Jonestown, Pointe Venture, Umland, San Leanna, Thorndale and Rockdale and many other residential communities.

In January 2020, Waste Connections successfully transitioned the residential and commercial solid waste and recycling collection franchise services for City of Manor from its previous service provider. The transition involved several challenges including taking place around the Christmas and New Year Holidays, and successfully introducing a new commercial recycle collection service to Manor's local businesses. The City of Dripping Springs is welcome to contact officials with the City of Manor for references on the success of the project during and following the transition.

2. Waste Connections Lone Star, Inc. References

We invite the City of Dripping Springs to contact any of our customers and provide these references:

City of Pflugerville – Residential solid waste, bulky waste and recyclables

Tracey Hibbs – Utility Operations Business Manager

Traceyh@pflugervilletx.gov

512-990-6100

Exclusive residential solid waste service agreement began on November 1, 2006 and extended by renewals through January 31, 2018.

New residential solid waste service agreement effective February 1, 2018 is for a five-year term, expiring in January 31, 2023.

WC provides collection services for residentially generated trash, bulky items, and recyclables, and is responsible for the legal disposal or recycling of the respective portions of the waste stream. We provide a monetary contribution to the City to support the public education and awareness outreach program attend various community outreach activities and make presentations relating to solid waste and recycling to public and civic organizations annually.

WC provides solid waste and recycling services to 23,500 residences that generate more than 24,400 tons of landfill waste and 10,380 tons of recycled material annually.

City of Bastrop – Residential, Commercial and Industrial solid waste, bulky waste, compostable waste and recyclables

Tracey Moffett – Utility Customer Service Supervisor

tmoffett@cityofbastrop.org

512-332-8831

Dates of Service September 1, 2015–Present

Contract End Date: August 31, 2022

WC provides trash, recycling, bulk waste yard trimmings/brush collection. Also serve all schools, and commercial and industrial customers in Bastrop. WC makes an annual donation to the City of Bastrop to provide and support the public education program. WC provides service support for numerous public activities, festivals and makes numerous educational presentations to public and civic organizations.

WC provides solid waste and recycling services to more than 2,600 residential and 500 commercial, industrial customers and schools. Note: not all commercial businesses elect to recycle though we collect recyclables from more than 40 commercial customers. The Bastrop customers generate more than 11,000 tons of landfilled waste and 900 tons of recycled waste annually.

City of Taylor – Residential, Commercial and Industrial solid waste and recyclables

Jim Gray – Public Works Director

Jim.gray@taylortx.gov

512-365-9949 and 512-352-5818

Dates of Service February 1, 2007–Present

Contract End Date: January 31, 2023

WC provides residential solid waste, bulk waste, and recycling services. Also serve all schools, commercial and industrial customers. 5,400

Waste Connections Lone Star, Inc.

residential customers and more than 500 commercial customers generate more than 11,000 tons of landfilled waste and 900 tons of recyclables annually. The contract does not specify recycling for commercial customers.

City of Lago Vista – Residential solid waste, bulky waste and recycling and Commercial solid waste

Joshua Ray – City Manager
jray@lago-vista.org
512-267-1155 X100

Dates of Service: October 1, 2012
Contract End Date: September 28, 2022

WC provides residential solid waste, bulky waste and recycling services and also serves all commercial customers and schools. WC supported Lago Vista in the cleanup grant received from CAPCOG in 2019.

More than 3,400 residential customers and 80 commercial customers generate more than 4,600 tons of landfilled waste and 1,500 tons of recycled material annually.

City of Rockdale Residential and Commercial Solid Waste Collection and Recycling Drop Off Center

Chris Whittaker, City Manager
cwhittaker@rockdalecityhall.com
512-446-2511

Dates of Service: January 1, 2012, contract extended in 2017
Contract End Date: Potentially December 31, 2022

WC provides residential solid waste and bulky waste collection services and commercial cart and dumpster services to 1,828 residences and 150 businesses. These customers generate 1,400 tons of landfilled waste annually. The City and WC provide a recycling drop off station which is a covered roll off container emptied 2 to 4 times per month diverting approximately 100 tons of recyclables per year to Balcones Resources Recycling Facility in Austin. We provide public presentations in the local schools each year regarding recycling.

Terminated Service Contracts

In Central Texas in the past five years only one municipal customer has terminated our contract. However, it was not terminated prematurely prior to the end of the contract term. At the end of the multi-year contract we lost the contract for South Buda MUD #1 in a competitive bid due to a lower price; they were very satisfied with our service. Contact Brett Lanham at AWR Services for the facts at 512-294-8535.

3. Applicant's Financial Capacity;

Waste Connections is the third largest solid waste services provider in North America. The attached pages from our 2019 Annual Report and 10-K Filing should serve to demonstrate that we have the financial capability to service the terms of a contract with the City of Dripping Springs.

Waste Connections Lone Star, Inc. has not filed bankruptcy.

The following pages are inserted for quick reference. To avoid inserting the entirety of the document into this application, the following link is provided for reference to Waste Connections' Annual Report Library:

[Waste Connections Investor Room: Annual Reports](#)

4. Applicant's insurance coverage, showing coverage of at least:

Please refer to **Exhibit E** for a copy of Waste Connections Lone Star, Inc. Certificate of Insurance.

5. Waste Connections Proposed Management Staff & Project Leaders

Key Personnel Job Descriptions and Resumes

District Manager

Responsibilities: The district manager is the principal point of contact for City Staff throughout the transition of services and the length of contract. On a day-to-day basis, the district manager works directly with the district's municipal project manager and leadership in operations, fleet maintenance, customer service and billing to establish specific requirements and expectations for solid waste services under each contract they manage. With input from project and departmental leaders, the district manager develops and implements a program for reliable facility operations that support the goals of the municipalities.

The district manager works directly with the district's project and operations managers to ensure the City's goals for recycling, diversion, and safe collection are achieved. The district manager also works directly with the customer service manager, maintenance manager, district controller, regional landfill engineer, and public education specialist to verify that these important functions are being performed as expected.

Qualifications: Although it is preferred that the district manager holds a bachelor of arts or science, a strong track record demonstrating management skills that garner positive results for municipalities is fundamental to success. The district manager must have five or more years of experience in management; excellent communication and interpersonal skills; knowledge of waste hauling operating procedures; knowledge of OSHA, U.S. Department of Transportation, Texas Department of Transportation (TXDOT), U.S. Environmental Protection Agency (EPA), and Texas Commission on Environmental Quality (TCEQ)

guidelines pertaining to operations and facility requirements; and budgetary knowledge required to maximize economic results while working with monetary restraints.

Experience: The district manager must have waste industry experience; experience developing and implementing procedures and systems for personnel to operate in a safe, efficient, and cost-effective manner; establishing and maintaining performance targets, objectives, and standards for each service activity at the site; monitoring all expenditures within the operating location; staying current and conversant on all new services, policies, and be able to communicate them in a skillful manner; maintaining proper rapport with the community as well as seeking out new relationships that would further promote or enhance service capability; selecting, hiring, training, and retaining competent personnel; overseeing all departments including truck shop maintenance, office, and operations; regulatory compliance; managing municipal contracts; full profit-and-loss and capital management; and budgeting and forecasting operational needs.

District Manager—John Harris

Project-Specific Responsibility:

As district manager, John will provide transition guidance to project manager Chris Kjar to map-out and implement a successful program for the transition. He will ensure that Chris has the financial, staffing, and equipment resources needed to cost-effectively support the City's collection needs throughout the term of the contract. John will oversee contract negotiations with the City.

On a day-to-day basis, John will work with Chris to establish specific requirements and expectations for all services impacted by the transition under the executed City of Dripping Springs Agreement. He

will work with Chris to develop a program for reliable facility operations that support the goals of the municipalities.

Once the transition is complete and throughout the life of the contract, John will work with City staff to get contract performance feedback and confirm that requirements and expectations are being met. He will help execute and maintain compliance with all operational plans developed during the transition period and will continue to refine the programs to leverage the latest best industry practices, processing options, and market conditions to support the City's in meeting its diversion goals.

Education

- Master of Business Administration (MBA), Rice University - Jones Graduate School of Business, Houston , Texas, 2015
- Degree(s): Bachelor of Business Administration (BBA), University of Houston, Houston, Texas, 2009, Concentration: Management of Information Systems

Background

John has managed and developed commercial and residential solid waste industry operations teams since 2015. This has included overseeing service of over 100 collection routes serving over 100,000 customers. He successfully launched WC's commercial organics collection program that supports municipalities as they implement programs that maximize diversion potential. Prior to his experience with WCN, beginning in 2011, John worked at R360 Environmental Solutions, LLC, providing financial modeling and risk assessment for capital expenditure, mergers, and acquisitions projects and analytical support and administration of asset management information systems.

References

1. Sereniah Breland, City Manager, City of Pflugerville, Texas. Sereniah Breland, SereniahB@pflugervilletx.gov, (512) 990-6100

2. Karen Gallaher, City Administrator, City of Uhland, TX,
city@uhlandtx.us (512) 398-7399

Project Manager

Responsibilities: The project manager is the principal point of contact for WC's departmental managers and oversees collection operations, customer service, financial management, and public education and outreach leaders throughout the transition of services. During the project that involves the transition and modification of services, the project manager is ensuring that operational expectations are met for safety and productivity, customer needs are met, operations are fiscally responsible, and public outreach meets the goals of municipalities for diversion and program participation.

He or she keeps the district manager informed on a day-to-day basis of strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. The project manager implements safety and compliance programs, staffing, route planning, budgeting, and customer service.

In addition, the project manager works closely with the operations manager, providing the capital resources, support, and guidance needed for operational efficiencies and effective performance on the part of drivers and mechanics.

The project manager remains in this role for six months following project completion to ensure that routes, programs, and reporting measures are fully in place before returning to regular duties as a Site Manager.

Qualifications: The project manager may hold an associate of arts (a bachelor of arts or science is preferred) in a business-related field; and must have five years of supervision experience, preferably in the waste, logistics, or transportation industries; and must be certified as a CDL Class B.

Experience: The project manager must have experience implementing multiple municipal solid waste and recycle collection services; experience is often gained through a minimum of 2 to 5 years experience in several positions as a driver supervisor and operations manager in WC's organizational structure.

Project Manager—Chris Kjar

Project-Specific Responsibility:

During his preliminary analysis of ways to enhance the City's solid waste management program, Chris has identified key areas of focus for his efforts during transition:

- He will spend as much time as necessary with the district manager and operations manager, evaluating key considerations for routing, reporting to the City, collection, and hauling—to find ways to optimize services.
- Keeping current routes. In the time from award to commencement, routes and collection sequence will be established, with drivers hired and trained months in advance. The residential solid waste, recycle, and commercial solid waste collection routes have been well-established as effective service plans for years in the City of Dripping Springs.
- Some new routes. The commercial recycling, brush and bulk waste collection routes are the only relatively new services that would require extensive route planning, equipment acquisition and driver training.

During the transition period, Chris will work with the City, district manager John Harris, and all key personnel responsible for the implementation of the contract to meet or exceed requirements and expectations established in the contract. He will collaborate with the City on the transition plan and will oversee its implementation, including equipment acquisition and routing for all residential customers.

Background:

Chris began his career in the solid waste industry in 1998 and joined WCN in March 2010, serving as the Johnson City, Texas, division manager. During the course of his career, he has managed a number of contract transitions and implemented new services in various Texas communities.

In Johnson City, he was responsible for the residential, commercial, municipal, and industrial collection operations as well as the Blanco County Transfer Station, consisting of a staff of 25 employees and a fleet of 12 vehicles, serving 13,333 customers including six municipal contracts and more than 13,010 residential customers, 1,680 recycling customers, and 323 commercial customers.

Chris also served as WCN's San Antonio district manager responsible for Seguin and San Antonio day-to-day operations and customer services for the residential, commercial, municipal, and industrial collection operations consisting of a total staff of 121 employees and a fleet of 92 vehicles, serving 49,476 customers including thirty (30) municipal contracts and more than 45,563 residential customers, 12,065 recycling customers and 3,903 commercial customers and in addition will lead the regular reviews of the operation to ensure the unit is operating consistent with the City's requirements and contract specifications.

Chris joined WCN's North Austin district in April 2019 to manage residential, commercial, and municipal collection operations serving the greater Austin area. Chris's prior waste industry experience includes district operations and sales management positions with Waste Management of Texas, Inc.

Chris most recently oversaw the successful implementation for residential and commercial solid waste and recycle collection services for the City of Manor. City of Manor franchise includes over 5,000 residential and 150 commercial customers.

References

1. Tom Bolt, City Manager, City of Manor, Texas, tbolt@cityofmanor.org, (512) 215-8285
2. Joshua Ray, City Manager, City of Lago Vista, Texas, jray@lago-vista.org (512) 267-1155
3. City of Woodcreek, Brenton Lewis, City Manager, (512) 847-9390

Operations Manager

Responsibilities: The operations manager manages drivers, facility and equipment operators, and laborers, to meet operational expectations for safety, productivity, and meeting customer needs. He or she keeps the general manager informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. The operations manager implements safety and compliance programs, staffing, route planning, budgeting, and customer service.

The operations manager supports the driver supervisor and outreach specialist by providing coaching, general instruction, and providing information on upcoming events, providing safety instructions. He or

she regularly talks with the outreach specialist regarding customer visits and the related performance information that is compiled.

Qualifications: The operations manager may hold an associate of arts (a Bachelor of Arts or science is preferred) in a business-related field; have five years of supervision experience, preferably in the waste, logistics, or transportation industries; and must be certified as a CDL Class B.

Experience: The operations manager must have experience organizing and scheduling resources required to complete daily activities; planning, distributing, monitoring, and following up on daily route assignments to ensure all customers are serviced; coordinating with other departments to assure operational needs are met; managing safety, and recommending improvements; setting, communicating, tracking, and achieving productivity, service, and safety targets; ensuring that drivers comply with all legal, testing, and reporting requirements of the company and/or regulatory agencies; conducting investigations to determine the cause of accidents and injuries, and assisting in preventing future similar incidents; ensuring that disciplinary action and retraining is done on a consistent basis; visiting customers and customer sites to evaluate and resolve safety and operational issues; ensuring a clean, safe work environment in compliance with company standards as well as federal, state, and local requirements; communicating and following up on sales opportunities and customer relation issues; and reviewing and auditing all information related to operations on a daily basis, and following up where appropriate.

Operations Manager — Fernando Gutierrez

Project-Specific Responsibility

As operations manager, Fernando is a key part of WC's experienced staffing strategy. He will manage drivers, facility and equipment operators, and laborers, ensuring that operational expectations are met for safety, productivity, and meeting customer needs. He is responsible for the dispatch department and will manage routes and scheduling, work with office staff, and be responsible for accident reports, and safety committee meetings. He will verify that pre- and post-trip truck inspections are completed as required and meet customer needs.

During the transition, Fernando will coordinate with our customer service manager to vet customer lists, optimize routes, and verify carts are delivered as requested. He will train drivers in advance of the contract—conducting ride-alongs and providing performance feedback. Throughout the contract, Fernando will continue closely coordinating with the customer service manager and project manager—ensuring that customer requests are met and follow-up is completed. Each morning, he will hold a driver operations and safety briefing, noting route areas requiring special attention and any safety concerns. He will track the performance of all drivers and provide corrective action as needed.

Fernando will keep WC's project manager, Chris Kjar, informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. He will implement safety and compliance programs, staffing, route planning, budgeting, and customer service. Fernando will support the maintenance manager and outreach manager by providing coaching, general instruction, safety instruction, and information on upcoming events within the City. He will regularly talk with the outreach manager regarding customer visits and the related information that is compiled.

Background

Fernando's career in solid waste management began in 1992 and he joined WCN as an operations supervisor in 2006 before being promoted to Operations Manager in 2018. He brings proven success in troubleshooting and problem resolution. He has valuable experience driving and operating all types of solid waste and recycle collection equipment. He is resourceful and adept to working in fast-paced environments and managing multiple priorities and demands while maintaining effective relations with customers and co-workers with integrity and efficiency. Fernando optimizes routes, and manages driver and truck utilization to create capacity, maximize productivity, and ensure prompt, courteous, and efficient service to all customers. He manages the dispatch team which schedules and assigns routes and loads to various drivers throughout the workday and monitors overtime, scheduling, routing, work assignments, and daily improvement plans in effort to maintain efficient operations. He tracks individual driver performance using WC's driver information systems and communicates driver performance issues and concerns to management for resolution. Fernando schedules, updates, distributes, and tracks the daily route schedule to verify completion. Further he analyzes and resolves customer inquiries for missed pick-ups, misplaced containers, and property damage.

Maintenance Manager

Responsibilities: The maintenance manager will oversee maintenance operations—completing proper preventative maintenance at scheduled intervals, and verifying compliance with regulations as they relate to trucks, ensuring that trucks are operating in a safe and efficient manner.

Qualifications: The maintenance manager must have five or more years of management experience in automotive/truck, and light or heavy equipment maintenance and repair. Solid waste industry

experience mandatory. The maintenance manager must have knowledge of air brake, hydraulic, and electrical systems; an equivalent of high school diploma or G.E.D. certification; CDL Class B with air brakes; proficiency in vehicle and equipment diagnosis and repair; and the ability to read and comprehend service and technical information. He or she must have excellent organizational skills; a high level of knowledge of DOT compliance requirements; and an ability to motivate staff to meet objectives.

Experience: The maintenance manager must have experience planning, budgeting, scheduling, and supervising multiple projects from concept to completion. He or she must have experience with OSHA, U.S. Department of Transportation, Texas Department of Transportation (TXDOT), U.S. Environmental Protection Agency (EPA), and Texas Commission on Environmental Quality (TCEQ) compliance relative to truck and vehicle fleets.

Maintenance Manager—Bryce Sheppard

Project-Specific Responsibility

As maintenance manager, Bryce will provide guidance and expertise to set up the maintenance operations—ensuring the proper preventive maintenance schedules are completed, compliance with State of Texas regulations as they relate to the trucks, and that trucks are operating in a safe and efficient manner. Bryce will evaluate equipment needs to ensure that operations will consistently have the equipment needed to serve the community.

Background

A native of Dripping Springs, Bryce is an employee of WC since 2017. Bryce's career in fleet maintenance began in 1996. He later worked with Longhorn International and Dripping Springs ISD before beginning his solid waste career with Red River Waste Solutions. Bryce's

experience includes directing fleet maintenance and repair, coordinating budgets, controlling inventory, negotiating with vendors, and hiring, training, and developing staff. He brings a proven track record of managing multi-million-dollar budgets and projects and consistently discovers methods to reduce operating costs through root-cause analysis and develops efficient and cost-effective processes. Bryce's knowledge of heavy equipment and hauling vehicle maintenance and repair, and experience with OSHA and DOT compliance help him anticipate and prevent downtime. He applies best practices, principles, and techniques to this end. Bryce is a veteran of the US Navy.

Customer Service Manager

Responsibilities: The customer service manager reports to the district manager, organizes daily customer service operations to satisfy all customer needs, provides leadership for all elements of the operation, and manages customer service operations. The customer service manager works in conjunction with other departments to resolve customer service issues. He or she will deliver services to customers in a manner that promotes goodwill; interact with customers and WCCVI employees to determine service requirements; resolve problems or complaints; seek cost-effective, safe, and environmentally sound solutions to service issues; remain levelheaded when dealing with difficult, upset, or impatient customers; conduct regular analysis of key performance measurements to identify unfavorable performance trends; develop corrective actions to address unfavorable performance trends; and determine actions that define specific practices and tools that will be utilized, who is accountable for implementation, and deadlines for completion.

The customer service manager will ensure that all hiring is done in accordance with WCN employee hiring guidelines and promote WCN

standard operating procedures—supporting efficient, environmentally correct, and safe workplace practices.

Qualifications: The customer service manager must have a minimum of five years of experience in the customer service field; a minimum of two years of experience in a management position; and excellent communication and interpersonal skills. Although it is beneficial that the customer service manager holds a bachelor of arts or science, an understanding of waste hauling operations and procedures and a strong track record demonstrating skills that garner positive results is highly valued.

Experience: The customer service manager must have experience with the effective use of software applications including, as a minimum, MS Word and Excel. He or she must demonstrate the ability to become proficient in the use of proprietary operational systems; sound personal conduct; leadership that inspires employees to strive for the highest level of performance and professionalism; effective communication of issues, needs, and opportunities with customer service employees and other managers; and an ability to effectively hire, train, and perform periodic employee evaluations.

Customer Service Manager—Cheryl Whited

Role and Responsibilities

During the transition period, Cheryl will be directly involved in training the customer service representatives (CSRs) who will serve Dripping Springs customers, setting up the WC Dripping Springs website, and updating customer billing information. She will organize daily customer service operations to satisfy all customer needs and provide leadership for all elements of the operation. Cheryl will work in conjunction with other departments to resolve customer requests during our transition.

On a day-to-day basis, Cheryl manages customer service operations with a focus on total customer satisfaction. She is a resource for the CSRs when they need guidance and works closely with other departments to responsively address customer inquiries and resolve customer complaints. Her training of CSRs equips them to ascertain customer needs in the context of contract requirements and efficiently and effectively resolve issues—remaining levelheaded when dealing with difficult, upset, or impatient customers. Cheryl verifies that all customer contact info, billing, services, routing, notes, and all other vital data are accurate and up-to-date.

Cheryl regularly analyzes key performance metrics to identify performance trends in an effort to develop continuous improvement plans. She plays a key role in identifying cost-effective, safe, and environmentally sound solutions to customer service issues. Her determination and leadership abilities support WC's customers as our #1 priority—providing top-quality customer service in a timely manner.

Background

Cheryl's career in customer service began in 1988. Early on she served as an office assistant and later, an office manager, for AAA Grass and Landscape. In 2007, she began working in customer service at Builders Blinds in 2007. Her strong problem-solving skills and willingness to help lead her to earn the company's "W.O.W." award for going above and beyond to provide superior customer service. In 2013, she joined the WCN team as a CSR and quickly demonstrated strong leadership skills and desire to excel—leading her to become the Waste Connections Austin District customer service manager. Her attention to detail, strong communication skills, and desire to seek cost-effective, safe, and environmentally sound solutions to service issues earned her the 2016 Top-Ten National Finalist for WCN's Excellence in Customer Service award.

References:

1. The Colony, Beverly Malke, Property Manager, (512) 581-0099
2. City of Jonestown, Stephanie Price, (512) 267-3243 x214

Public Education and Outreach Manager

Responsibilities: The public education specialist manages waste reduction education and outreach programs including source reduction, recycling, organics, and HHW. Day-to-day tasks include designing outreach materials, answering questions regarding the “how-tos” of recycling, and giving classroom presentations in elementary schools.

Qualifications: The public education specialist must be an independent and creative thinker, and have demonstrated knowledge of local recycling and waste reduction resources. Although it is beneficial that the public education and outreach manager holds a bachelor of arts or science, an understanding of source reduction, and recycling, organics, and HHW collection and processing as well as skills using MS Word, MS Excel, and Adobe InDesign is highly valued.

Experience: The public education specialist must be experienced working in small groups; giving presentations to large and small groups; taking projects

Public Education and Outreach Manager—Shawnee Kjar**Role and Responsibilities**

Shawnee will report directly to WC’s project manager. During the transition period, she will work with the City and coordinate with WC’s

collection operations management, customer service, and financial departments to plan the outreach program.

On a regular basis, Shawnee will work collaboratively with her counterpart at the City to develop materials that are consistent with City graphics standards and messaging, support outreach objectives, and encourage participation in the City and WC's diversion program. She will be responsible for designing all of the education and promotion material used for the initial start-up and cart roll out.

Background

Shawnee's career in the solid waste industry began in 2011 at WCN. At WCSLI, she has managed customized recycling campaigns, school presentations, community events, and sponsorships, and developed information flyers and brochures, including newspaper notifications and advertisements. Currently, Shawnee proudly serves as the WC's community relations manager and is actively involved in the local community and with WC's philanthropic partners and commercial customers. Recent highlights include her involvement in the "Keep Austin Fed (Adopt-a-Run)" for which WCSLI is currently the only corporate sponsor and proudly provides annual donations as well as monthly food runs. Also, in honor of Earth Day, WC brought a collection truck to The Goddard School Manor, where they presented to preschool and kindergarten children about the importance of safety, waste reduction, and recycling.

Shawnee is committed to developing strong relationships and building strategic communication and outreach programs that target safety, waste reduction, recycling, and composting education through various innovative and engaging approaches. Shawnee is a proud native Texan and former U.S. Marine with an extensive background in public relations and community outreach. Prior to joining the Waste

Connections Austin team, she worked closely with our municipal communities in the North Dallas area.

References:

1. Keep Austin Fed, Lisa Barden, Program Director, (512) 831-3654
2. The Goddard School Manor, Heather Juelfs, Executive Director, (512) 258-5292

Accounts Receivable Supervisor—Penelope Jimenez

Responsibility

Pennye manages WC's accounts receivable, including tracking of account balances, issuing invoices, and collections. She also supports various departments in their operational efforts.

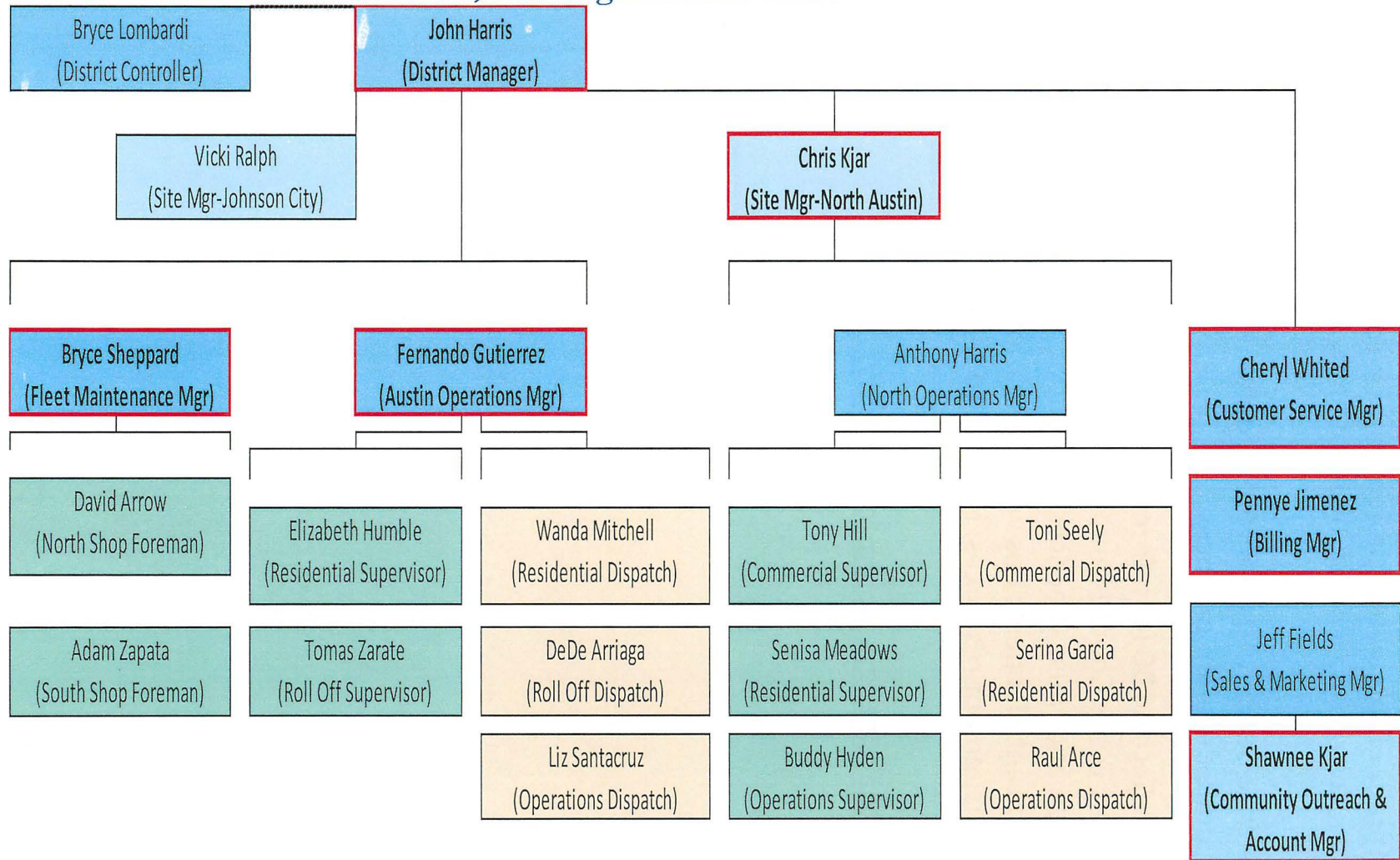
Background

Pennye's career in the solid waste industry began in 2001, when she came to work as a CSR at WC (formerly Progressive Waste). By 2002, she became a billing team member and has worked in accounting for the company ever since. Prior to that, she was a bus driver for the Austin Integrated School District, then worked in human resources and provided training for new hires at Solectron Manufacturing.

References:

1. Gloria Barba, Wells Branch Mud, (512) 251-9814 x106
2. Nicole Luna, City of Taylor, Texas, (512) 352-2066 x39

6. Waste Connections Lone Star, Inc. Organization Chart



Waste Connections Lone Star, Inc.

7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;

Please refer to Section 10 for information on WC's environmental outreach and education practices.

Also refer to Section 30 for information on what WC's post collection operations at Travis County Landfill offer for brush and construction waste recycle and reuse practices. In addition, WC's future Post Oak Clean Green Landfill operations will offer various public education and wildlife management resources, planned to be in place by the end of 2020.

<https://postoakcleangreen.com/community/>

8. Evidence of Applicant's Authority to Conduct Business in State of Texas

Full Business Name: Waste Connections Lone Star, Inc. (3 years, 2017–Present)

Other company names used with dates from/to:

Progressive Waste (1 year, 2016–2017)

IESI (18 years, 1994–2016)

Principal Business Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380-3488

Principal Phone Number: (832) 442-2200

Local Business Address: 9904 FM 812
Austin TX 78719

Local Business Contact Person: John Harris

Local Business Phone: (512) 282-3508

Local Business Fax: (512) 280-1099

Local Business E-Mail: JohnHar@WasteConnections.com

Type of Organization: Corporation

Tax ID #: Texas Taxpayer #17525451161

License #: Texas SOS #0131598000, USDOT 840183, TXDOT
5093416C,
City of Austin 1005-V1033-DP-2019 CJM5609

9. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;


**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS LONE STAR, INC.**

The undersigned, being the sole director of Waste Connections Lone Star, Inc., a Texas corporation, hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

BE IT RESOLVED that John Harris, District Manager of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal to provide Solid Waste Collection and Disposal Services to the City of Dripping Springs, Texas, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved

IN WITNESS WHEREOF, the undersigned sole director of Waste Connections Lone Star, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: April 1, 2020



Worthing Jackman, Director

{00091248.DOC.}

10. Description of public relations and customer education; Innovative Outreach Programs for City Consideration

Source Reduction Education

One of the greatest means of diverting waste from landfills is to educate customers about source reduction—reducing the volume of materials that enter the waste stream in the first place. Many consumers already do this to some degree, but may not be aware of all of the opportunities available to them. Teaching consumers about considering the environmental impact of their purchases can make a real difference. Helping them understand how it provides health benefits, conserves resources, protects the environment, and reduces household expenses are key messages.

Continuously Reusable Alternatives. There are many examples of source reduction by using objects that can be continuously reused. These include:

- Filling washable stainless steel or glass water bottles with tap water instead of buying plastic water bottles,
- Using cloth napkins and towels instead of paper,
- Buying in bulk—buying staples such as flour, sugar, and cereals from the grocery store bulk bins and storing in reused glass product jars and/or hermetically sealed glass jars (this reduces long-term exposure to plastics).
- Cooking from scratch—premixing home-made pancake mixes and blending one's own spice mixes, (e.g., taco seasoning) costs a fraction of what pre-packaged products cost, avoids filler ingredients and stabilizers, and produces superior food flavor. It takes only a few extra minutes to cook from scratch.
- Using sturdy, washable fabric grocery bags instead of plastic or paper
- Reusing plastic grocery bags and produce bags as small garbage can liners (although continuous reuse is preferable, reusing non-recyclable plastic grocery bags is better than immediately discarding them)

Minimally Packaged Products. Source reduction options for packaging include:

- Selecting products with visibly less packaging
- Buying the largest size of a product, rather than the smaller size (the cost per ounce is generally cheaper, too)
- Avoiding products packaged into single servings and using reusable containers if packaging lunches, etc.

- Using products in concentrated forms (reduces shipping carbon footprint)

Green Cleaning—Using Non-Pre-Packaged Natural Cleaning Products. The following source reduction options for household cleaners are dramatically less expensive than prepackaged bottles and release zero destructive chemicals into the wastewater treatment system or septic system. Further, using natural disinfectants keeps immune systems strong and reduces the instance of antibiotic-resistant bacteria. There are many guides available that indicate which items should be used for specific stains. These ingredients are but a few options.

- Bulk baking soda—a cheap and effective stain scrubber and polisher, from teeth to sinks
- Salt—combined with a natural soap, it is an excellent alternative for scrubbing pots and pans
- White vinegar—a natural disinfectant, soap scum pH neutralizer, window cleaner, and streak remover
- Washing soda—a laundry brightener, highly effective stain remover as an alternative to Bleach.

Avoiding Disposables. Disposable cameras, batteries, and many other items have reusable counterparts. Selecting products that can be electrically recharged via universal serial bus (USB) chargers instead of those that require batteries can make a big difference in source reduction and reduces household expenses.

Organics Diversion Education

We believe there is significant potential for diversion of organic waste materials if commercial businesses with food permits in the City were to implement utilize WC's food waste diversion solutions.

We will discuss with the City and the selected organics processor opportunities for public education and promotion of food waste diversion.

Food Waste Reduction

WC partners with local non-profit Keep Austin Fed. Keep Austin Fed is a heavily volunteer based 501(c)(3) nonprofit organization that gathers wholesome surplus food from commercial kitchens and distributes it to area charities that serve people in need. WC volunteers its own employees as regular runners of “rescued foods” to local community members living with food insecurity. In addition to

volunteering, WC donates \$5 to Keep Austin Fed for every Organics Cart service sold to local commercial businesses.

WC would love to discuss ways for Dripping Spring's local businesses to take part in Food Waste Reduction and Diversion.

Recycling Education

We will discuss with the City using the following elements for the public education endeavor:

- A "Recycler of the Week or Month" program where a local participant is recognized in the newspaper and on electronic media.
- A scholarship to the Dripping Springs High School Science Department to develop a mobile, solar powered electronic billboard that will promote recycling and illuminate the economic and environmental impacts of recycled tons to date.
- Signage to be placed at Public Events. We have successfully used some that read: "You are Entering a Green Zone. Please Use the Proper Waste and Recycling Containers." Recycling containers for the downtown pedestrian area.
- An art contest for local students and citizens to create the artwork used in the public education program. This creates an opportunity for high public visibility and involvement.
- Road signs that proclaim: "Welcome to Dripping Springs – We Recycle" (Successfully used in Alachua County, Florida since 1989.) Other creative and effective ideas.

11. Description of quality control methods, complaint management, and resolution procedures;

Overall Approach to Provide Excellent Service

Waste Connections perceives that excellent service is best insured by approaching the solid waste and recycling program in the City of Dripping Springs in four areas:

- 1) Contract Negotiations
- 2) Preparation and Roll-Out of the New Service
- 3) Monitoring Reliability & Responsiveness to Customer Needs
- 4) Periodic Review to Identify Opportunities for Improvement

Contract Negotiations

Waste Connections pledges to be honest and straightforward in all of its relationships with the City. Our Key Personnel, identified in our Proposal, will attend meetings with the City to discuss and resolve, to the mutual satisfaction of both parties, any issues during negotiations. Any review by our Legal Department will be done in a timely manner.

Preparation and Roll-Out of the New Services

Waste Connections desires for the City of Dripping Springs and its residents and businesses to have a solid waste and recycling program that they are proud of. It is naturally in the interest of our company that that is the case. We hope the City of Dripping Springs will become an ardent advocate of our services.

That begins with preparation and activities to insure that the new service is started correctly and without a lot of future modifications. To do that we propose:

- Within two weeks of contract execution, WC will produce routes for the new bulk and brush collection services.
- Within two weeks of contract execution, WC will produce routes for the new bulk and brush collection services.
- WC will also conduct a waste audit for all commercial customers within the City of Dripping Springs which has a dual purpose:

1. To ensure that commercial customers have the “right sized” containers, number of containers and the appropriate collection frequency. There may be opportunities, especially in light of recent economic changes, to reduce service and the overall cost for collection services for a given customer.
 2. The WC auditor will speak with the owner/manager to identify any special needs, examine the waste material to identify recycling opportunities or special handling requirements, identify the best and safest locations for new containers.
- Upon completion of the waste audit, which is expected to take one week, WC will order any necessary dumpsters or containers. WC has an extensive inventory of these containers now but will order any others that are necessary.
 - WC will work with the City to identify the contents of the various public education and awareness materials and methods including: the pre-service public meeting, commercial waste audit forms, cart pamphlets and collection calendar, WasteConnect™, City and WC website content, newspaper articles, weekly and monthly reports, community events and education activities and other public communication channels.
 - Access to these communication channels and portals will be communicated to the public by Waste Connections in all of the materials, pamphlets and electronic communications that we will provide.

Monitoring Reliability & Responsiveness to Customer Needs

Waste Connections will have a telephone number for customer service based in Austin that will route calls among the CSR staff. Local CSRs have first-hand knowledge of the Austin-Round Rock metropolitan area, including Dripping Springs. This helps them better understand the nature of inquiries and be able to responsively provide information and resolve issues. Local CSR staff are kept informed of specific service and contract requirements so each caller enjoys as seamless of an experience as possible.

Every interaction with a Waste Connections customer is tracked in our online customer resource management tool to keep an ongoing history of any and all transactions related to service, billing, container movement, and the like. Notes can be exported and analyzed based on one or a group of customers, including

those under contracted area such as Dripping Springs. Issue and resolution analysis done in this method is available to our municipal partners on demand or on a regular basis, if necessary.

We invite City representatives to visit our Customer Service Center. Visitors will see that our CSR staff of highly trained Representatives has live access to the whereabouts of our fleet and routing information systems while they are interacting with the caller. Incoming calls and online inquiries are automatically identified and tracked on a dashboard to analyze call volume, hold time, talk time statistics, and resolutions.

Periodic Review of Services

- Waste Connections proposes to meet with the City on a regular basis to review the provision of services and evaluate any opportunities for improvement. Such topics may include safety, anticipated street closures or other construction, additional recyclables items, communications, public events and festivals and identification, planning and delivery of other community support activities.
- Waste Connections will provide a monthly and annual report to the City that details services, complaint resolutions, tonnages of collected waste and recyclables, the environmental impact of your recycling program, communication activities and community support activities.
- Waste Connections will attend and provide reports to the City Council as requested. We suggest that such presentation to the City Council occur at least once annually as well as prior to the beginning of the new services.

12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;

Collection Schedules

WC prefers for residents to maintain the same routing schedule and collection days for Solid Waste Services and Recycling Services as is used currently.

Residential customers in the City of Dripping Springs are serviced on Mondays and Wednesdays. Commercial customers in the City are serviced Monday through Saturday, depending on specific needs for number of pickups pertaining to each business.

Typical residential solid waste collection hours shall be from 7:00 am until 5:00 pm. Commercial solid waste collection hours of operation are from 2:00 am until 2:00 pm. Accommodations will be made to comply with City noise ordinances in the event that service of commercial customer impacts noise violations around residences before 7:00 am.

WC makes a strong effort to maintain service days as they have been under the previous service. But, as route efficiencies and other logistics are discovered, some changes are inevitable. If customers are to have a day change, WC will first seek City's approval. After obtaining City approval, Waste Connections will notify customers through a mailing specifically addressing their new service day. Residents who are impacted by the service change will also receive a tag on their cart during the week prior to the change taking effect.

In the event of contract award, WC will produce a map outlining residential service areas and color-coded by service day for solid waste, recycle, and bulk/brush collection schedules. This map should be posted on the web along with the collection calendar. These communications will also be sent out to City residents as part of WC's proposed transition plan. Sample service guides are provided as Exhibit A to this document.

Residential Service Requirements

WC provides 95 gallon carts for both solid waste and recycle collection services to residents. Weekly collections will be provided for the contents of the carts. Extra bags or bundles of yard trimmings will be collected with the biweekly bulk and brush service that is outlined in Sections 14 and 16 of this document.

13. Terms for non-routine and holiday collection procedure and methods of customer notification;

Holiday Collection Schedules

Recognizing that WC provides an essential service, the company only ceases operations for three Holidays throughout the year – Thanksgiving Day, Christmas Day, and New Years Day. For customers regularly scheduled for service on or after any of these days, their schedule is delayed by 1 day. For instance, customers regularly scheduled for Thursday service receive service on Friday during the week of Thanksgiving. Friday customers are serviced Saturday during the week of Thanksgiving. Holiday schedules are updated and shared on an annual calendar for reach of WC's community partners, along with being reflected in WC's WasteConnect app and on its website. The following list details holidays annually recognized by WC:

- Christmas Eve: Open, normal collection schedule
- **Christmas Day:** Closed, **collection delayed 1 day**
- New Years Eve: Open, normal collection schedule
- **New Years Day:** Closed, **collection delayed 1 day**
- **Thanksgiving Day:** Closed, **collection delayed 1 day**
- Independence Day: Office closed, normal collection schedule
- Labor Day: Office closed, normal collection schedule
- Martin Luther King Day: Open, normal collection schedule
- Memorial Day: Office closed, normal collection schedule
- Veterans Day: Open, normal collection schedule

Communication with the Customers

Waste Connections will provide several methods of communication:

- Pre-Service Public Forum – prior to the start-up of the new service WC will host a public meeting, with refreshments, to present the new collection services and answer questions. The meeting will be advertised on the cart tag, WasteConnect™, in the local newspaper and on the City website.
- Cart Tag – WC uses red tags to notify issues with adherence to Set-Out restrictions. Yellow tags are used as a communication medium when there is a City approved route schedule change that is being put into effect.
- Annual Information Pamphlet and Collection Calendar will be distributed to each customer each year.

- Local Newspaper – each year the collection calendar, route map, set-out instructions, recycling information and contact information will be published in the local newspaper.
- WasteConnect™ – is a WC APP that a customer can use to find current information. The customer simply enters their service address and the APP provides all information and current events regarding their service including any delays, collection calendar and recycling information.
- Call Blasts and Email Blasts – WC will provide Blasts to the customers in case of the need to notify of any delays, special events or information.
- Monthly Report – WC will provide a monthly report that illustrates the previous month and year-to-date tonnage of trash and recyclables collected and the environmental impact of those recyclables. This can be posted on WasteConnect™ and on the City website to encourage public participation and pride in the local solid waste and recycling program.

14. Description of complimentary bulk collection;

Introduction

WC is excited to introduce a regular bulk and brush collection service to the Dripping Springs solid waste program. WC recognizes that the effective and dependable collection of bulk waste is an important part of the services to be provided to City residents. We also recognize that the generation of volumes of this material can vary with seasons, weather events, code enforcement and other generator driven circumstances. We are prepared to effectively address all of these situations.

Seasonal increases in bulk waste generation, generally driven by an increase in move-ins and move-outs at the end and beginning of the school year and by natural spring and autumn foliage generation are anticipated. We will effectively respond to these volumes by increasing our on-route hours and/or deploying back-up vehicles and personnel.

Bulk Waste Service Requirements

WC will service up to four cubic yards of brush and bulk waste items per residence, per service. Four cubic yards of waste has the dimensions of roughly 4' x 4' x 7'.

Since this service will be performed using the same people and equipment as the proposed Brush Collection service later in Section 16, the volume limitations must be shared. In other words, WC will collect any combination of brush and bulk waste items that does not exceed a four cubic in total (e.g. 1 cubic yard of brush and 3 cubic yards of bulk).

Bulk Waste Routing

Bulk Waste Collection routing for will be on a biweekly or "every other week" basis on Friday for City of Dripping Springs residents. WC's driver will have roughly half of the City routed on a given Friday and alternate between what will be referred to as an "A" week and a "B" week. On "A" week, the Driver will service one half of the City's residents. On "B" week, the Driver will service the other, resulting in at least two service weeks for each residence every month. The customer address along with a turn by turn route map will be provided to the driver. When the service occurs, it will be recorded using WC's 3rdEye fleet and

event recording program. A manual record of the service will also be kept in the driver's route book.

Special Bulk Waste Service Requests

It will be encouraged though not required for residents to call or visit our website if they have concerns with meeting or exceeding set out limitations. The CSR will communicate to the customer the collection schedule and information regarding bulk waste set-outs and volume limitations.

If the resident has a set-out in excess of the volume limitation set forth, then the resident may request and schedule a special pickup service and provide payment for excess volumes. The customer's address, time of call, anticipated service date, and any other pertinent information will be recorded and forwarded to the dispatch and operations department for execution. When the service occurs, it will be recorded accordingly. Pricing for servicing excess volumes will be based on the volume and type of waste being set out, subject to negotiation between WC and the resident.

Bulk Waste Billing Procedures

The base Bulk Waste and Brush Pickup services will be included in the monthly rate for solid waste and recycle collection services, as outlined in WC's Proposal Cost Form.

In the event of a special pickup service, WC charges and collects direct payment for requested bulky waste collection services. The service is paid for by credit card in advance and an electronic receipt is immediately sent to the customer. Such receipts will be provided to the City as verification of the service request and the payment thereof.

Bulk Waste Services Reporting

Proposed approach to providing regular reports to the City for base Bulk Waste Services and additional Bulk Waste Services. Reports will include tonnages of bulk and brush waste will be reported to the City monthly.

15. Description of annual bulk collection at a central location;

Beginning in April 2018, WC has conducted an annual bulk collection event for residents within the City of Dripping Springs at no additional cost to the residents or the City.

The event is typically held from 8am to noon on a Saturday at the Dripping Springs Ranch Park. WC staffs the event with multiple rearload trucks and roll off dumpsters. Residents who provide a copy of their Waste Connections bill along with a photo ID are verified at the entrance by a WC representative.

The first year's event was a success, as measured by the traffic and volume of waste. Over 120 different residents delivered bulky waste in everything from cars to big rental trucks; mostly pickup trucks and utility trailers. WC collected more than 35 tons of bulky waste representing 140 cubic yards that were delivered to a landfill for disposal. 120 cubic yards of metal were diverted and sold to a scrap metal yard in Austin. The proceeds were donated back to the Ranch Park in the amount of \$1,027.50.

WC conducted a similarly successful event once again in mid-2019. WC's proposal is to continue annual central bulk cleanup event as a formal contract service requirement for the City of Drippings Springs.

16. Description of brush pickup;

Introduction

WC is excited to introduce a regular bulk and brush collection service to the Dripping Springs solid waste program. WC recognizes that the effective and dependable collection of bulk waste is an important part of the services to be provided to City residents. We also recognize that the generation of volumes of this material can vary with seasons, weather events, code enforcement and other generator driven circumstances. We are prepared to effectively address all of these situations.

Collected material will be delivered to one of several local processing facilities outlined in Section 10 of this application for processing into mulch/compost or soil amendment.

Waste Connections will provide, without charge to the residents or the City, up to 120 cubic yards of mulch for the use of the City and/or the public annually. Our subcontractors are Organics “By Gosh” and Austin Wood Recycling.

Brush Collection Service Requirements

WC will service up to four cubic yards of brush and bulk waste items per residence, per service. Four cubic yards of waste has the dimensions of roughly 4' x 4' x 7'. Brush items should be bagged or bundled in kraft paper bags so as not to exceed a weight of 40 lbs. Limbs should be cut into maximum of 4 foot lengths, and not exceed 8 inches in diameter.

Since this service will be performed using the same people and equipment as the proposed Bulk Pickup service previously in Section 14, the volume limitations must be shared. In other words, WC will collect any combination of brush and bulk waste items that does not exceed a four cubic in total (e.g. 1 cubic yard of brush and 3 cubic yards of bulk is acceptable).

Brush Collection Routing

Brush Waste Collection routing for will be on a biweekly or “every other week” basis on Friday for City of Dripping Springs residents. WC’s driver will have roughly half of the City routed on a given Friday and alternate between what will be referred to as an “A” week and a “B” week. On “A” week, the Driver will service one half of the City’s residents. On “B” week, the Driver will service the other,

resulting in at least two service weeks for each residence every month. The customer address along with a turn by turn route map will be provided to the driver. When the service occurs, it will be recorded using WC's 3rdEye fleet and event recording program. A manual record of the service will also be kept in the driver's route book.

Special Brush Pickup Service Requests

It will be encouraged though not required for residents to call or visit our website if they have concerns with meeting or exceeding set out limitations. The CSR will communicate to the customer the collection schedule and information regarding bulk waste set-outs and volume limitations.

If the resident has a set-out in excess of the volume limitation set forth, then the resident may request and schedule a special pickup service and provide payment for excess volumes. The customer's address, time of call, anticipated service date, and any other pertinent information will be recorded and forwarded to the dispatch and operations department for execution. When the service occurs, it will be recorded accordingly. Pricing for servicing excess volumes will be based on the volume and type of waste being set out, subject to negotiation between WC and the resident.

Brush Collection Billing Procedures

The base Bulk Waste and Brush Pickup services will be included in the monthly rate for solid waste and recycle collection services, as outlined in WC's Proposal Cost Form.

In the event of a special pickup service, WC charges and collects direct payment for requested bulky waste collection services. The service is paid for by credit card in advance and an electronic receipt is immediately sent to the customer.

Brush Collection Services Reporting

Proposed approach to providing regular reports to the City for base Brush Pickup Services and additional Brush Pickup Services. Reports will include tonnages of bulk and brush waste will be reported to the City monthly. Reports will also detail how much said brush waste is diverted from landfill disposal for alternative uses as mulch or soil amendment.

17. Description of complimentary brush collection performed quarterly;

WC is opting to address the need for a quarterly brush collection service by offering a more frequent biweekly bulk and brush collection service.

The more frequent bulk and brush collection service recommended in WC's proposal is a proven application in City of Bastrop. WC services 2,500 Bastrop residents weekly with a similar service to what is proposed for City of Dripping Springs residents.

18. Description of recycling options and pricing for said options;

WC currently provides weekly recycle collection service in and around the City of Dripping Springs. WC takes all of its collected recyclable materials for processing and recovery to Balcones Resources. The residential recycling program that WC has in place today is the same as it proposes to continue with the City of Dripping Springs.

New Commercial Recycle Services Offering

In addition to its residential recycle service, WC is also excited to offer recycle collection through its commercial dumpster services!

Proposed pricing for both lines of service are included in the Proposal Cost form with its RFP Application.

What gets recycled:

WC's recycle collection program includes the following list of acceptable materials:

Program Recyclable Fiber Materials – Paper & Cardboard

- Kraft Paper
- Cardboard Egg Cartons
- Cardboard Trays
- Smooth Cardboard (food and shoe boxes, tubes, file folders, product packaging)
- Pizza Boxes
- Paper Cups
- Corrugated Containers (with liners of kraft, jute, or test liner including dry food boxes, beer and soda carriers, and shoe boxes)
- Old Newspaper including slick paper inserts
- Chipboard
- Other Mixed Paper (including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no

backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages)

Program Plastic Recyclable Material5

- #1–#7 Rigid Plastic Bottle Container, Jug, or Jar

Program Aluminum and Steel Recyclable Material6

- Beverage Container
- Food Container
- Lids

Program Glass Recyclable Material7

- Food and Beverage Bottles, Containers, and Jars

19. Description of roll-off or temporary solid waste collection options;

Waste Connections provides 20, 30 and 40 cubic yard Roll Off boxes and appropriate sizes of Compactors and Receiver Boxes for Commercial and City Facilities.

Roll off services are often a great solution for temporary waste collection services. Construction and demolition jobs, for example, often require a roll off service. WC is quick to make roll off container services available and will dispose of said waste at it's Travis County Landfill where an effort is made to divert as much of the recyclables from landfill disposal as possible.

Turnaround times for delivery may vary seasonally, but WC strives for next day turnaround to meet everyday customer needs for container deliveries, exchanges and removals.

20. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;

Please refer to Sections 14 and 16 for details regarding pickup of items or materials that exceed regular service requirements. These situations are contemplated with regard to bulk and brush services but may also apply to solid waste and recycle services.

Certain items are specifically excluded from all of the collection solid waste programs altogether since they are either considered hazardous household wastes or otherwise unsafe to commingle with regular municipal solid wastes.

Unacceptable (Excluded Waste) Items:

- A/C Units (With Freon)
- Batteries
- Chemicals
- Drums/Barrels
- Hazardous Waste
- Oils/Gasoline
- Paint Cans (With liquid and/or lids attached)
- Refrigerators (With Freon)
- Whole Tires
- Dead animals

These items are excluded from Residential and Commercial Solid Waste collection services. However, they may be collected using one of WC's roll off container service.

Items that may only be accepted using a roll off:

- Dirt or sand
- Tree Stumps and/or root balls
- Concrete and/or masonry
- Construction and/or demolition debris

21. Description of the containers and related

Description of Carts and Dumpsters

As the incumbent franchise holder solid waste services to the City of Dripping Springs, Waste Connections currently has existing carts and dumpsters in place. Since the contract is still relatively new (2015), WC does not anticipate the need to replace existing containers. However, new containers will be made available as needed throughout the contracted term, as is the normal course of business.

WC furnishes and retains ownership of the containers; however the containers remain under the care of the customer. The customer will be responsible for replacement cost for any containers damaged due to customer negligence or abuse. Damaged containers due to WC's actions or normal wear and tear are replaced free of charge to City of Dripping Springs residents and commercial businesses.

The carts are manufactured for long life, ease of use and dependable containment of waste items and recyclables. Carts for trash and recyclables will be of a different color; Kelly Green for trash and Sky Blue for recycling. A large decal or molded in picture will be displayed on the lid of the recycling container that depicts what is acceptable, and not acceptable, in the recycling program. An example of this decal is attached.

The carts are 95 gallon capacity, have a hinged lid, wheels and a handle for pushing or pulling. WC sources its carts from one of two proven injection molded plastic container suppliers – Rehrig or Sierra.

Waste Connections maintains an ample inventory of trash and recycling carts and deploys two cart delivery crews each day to provide carts to new customers, swap damaged carts or replace lost carts or deliver additional carts to customers that request them.

Dumpsters are durable steel, painted and decaled, have hinged lids or sliding side doors as the customer desires and a drain plug to facilitate washing and prevent leakage. Dumpsters range in sizes of 2, 4, 6, 8, and 10 cubic yards in capacity.

WC's preferred metal container service manufacturer is Box Gang Mfg. Box Gang is a minority owned, HUB certified business located in Houston, TX that WC believes manufactures containers that are built to the best specifications possible.

A detailed description of each of WC's containers of choice is provided as an attachment to this proposal.

22. Discussion of any complimentary or additional services to improve the value taxpayers are receiving

WC successfully launched a commercial organics collection service in Austin in 2019. The Dripping Springs community is environmentally aware and local businesses are aligned with various sustainability initiatives. We believe there could be enough interest among business owners to elect for an organics collection service to divert food scraps from landfill disposal.

WC would like to explore the idea of bringing the first organics collection service to the City of Dripping Springs business owners during the Waste Audit project and report back to the City a sustainability survey of businesses with food permits in the City limits.

23. Discussion of any complimentary or additional community benefits enhancing the City and the taxpayer quality of life

WC's commitment is to engage in the communities it serves. Local organizations such as Keep Austin Fed, Open Door Soup Kitchen in Bastrop County, and various organizations that benefit from the charitable donation of children's bicycles each Christmas can attest to that.

WC is invested as a fellow community member of Dripping Springs. WC is the contracted solid waste service provider for Dripping Springs Independent School District, providing daily and weekly commercial solid waste collection to the schools in and around Dripping. WC supports the ISD in many ways including sponsorship of the District's annual Denim & Diamonds Fundraiser Gala.

WC is also a regular Rodeo Sponsor, Founders Day Festival Gold Sponsor and Founders Day Parade float participant for many years running and will continue these efforts as a member of the Dripping Springs community.

Part of WC's proposal is in the inclusion of a \$10,000 cash donation to the City of Dripping Springs to go toward the efforts set forth in the City's Parks & Recreation Open Space Master Plan. The donation would be made available within two weeks of contract execution.

24. Discussion of services available for City sponsored events

WC supports various City sponsored events including Founders Day, Dripping Springs Rodeo, and Christmas no Mercer.

WC is not integrated in the portable toilet business in the market area around Dripping Springs. We would be happy to coordinate or subcontract if that were the preference of the City, but have no pricing to offer at this time for these specific services.

WC provides 10-40yd roll off dumpsters and over 100 cardboard event boxes for collection of recyclables generated by event attendees. WC is a proud gold level sponsor of the Event for many years and will continue partnering with the Chamber of Commerce on this endeavor.

25. Discussion of complimentary services available for City facilities

Waste Connections provides complementary services to City Facilities, Parks, and Wastewater Treatment Plant at no additional cost to the City. Services include the following schedule, which WC is prepared to maintain with its proposal.

Name	Address	LOB	Qty	Service	Frequency
FOUNDERS MEMORIAL PARK	27900 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	COMM	1	4yd-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	RESI	12	95G-trash	1x
DRIPPING SPRINGS CITY HALL	511 W MERCER ST	COMM	1	2yd-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	20	95G-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	2	95G-recycle	1x
DRIPPING SPRINGS RODEO ARENA	1042 EVENT CENTER DR	COMM	2	8yd-trash	1x
CITY OF DRIPPING SPRINGS	23127 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	22322 RANCH ROAD 150	RO	1	30yd-trash	quarterly
CITY OF DRIPPING SPRINGS	101 OLD FITZHUGH RD	RO	1	30yd-trash	2x annually
DRIPPING SPRINGS RANCH PARK	1042 EVENT CENTER DR	RO	2	30yd-trash	weekly

26. Discussion of methods for handling barriers to collection, including blocked streets;

Containers must remain safely accessible in order for WC to perform its collection services. There are times when a street is blocked, such as when a special event is taking place in downtown Dripping Springs. When that has happened in the past, WC has notified its customers of plans to temporarily change service schedules, up to and including changing service days. This has proven successful in the past and WC plans to continue this practice.

Unplanned events that lead to a container being inaccessible trigger the following procedure:

- Driver is unable to service a customer due to a blocked or inaccessible container
- Driver notifies dispatch over the radio.
- Dispatch makes attempt to contact the customer, if one account is impacted.
- If an entire street or section of customers is impacted, then dispatch seeks assistance from WC's Operations and Customer Service Managers to notify impacted customers.
- If the inaccessibility is temporary in nature, then WC will make a good faith effort to return later that day or the next day, depending on time of day.
- If the containers are unable to be made accessible in a reasonable period of time, WC will delay service until they are made accessible.
- WC would be willing to accommodate customers in need to a complimentary service once services are able to be resumed.

Waste Connections will notify City Staff in the event of a prolonged case of container inaccessibility that could have an impact on services.

27. Description of the capital equipment for providing the services

Fleet capital is on hand and in place to deliver the expected quality of services.

Waste Connections acquired Vaquero Waste in 2017, which serviced the City of Dripping Springs with a 2015 fleet of “Split Body” dual stream collection vehicles for residential services. The engineering design and maintenance issues that come with this particular design prompted WC to reinvest in the legacy Vaquero fleet and replace the 2015 Split Body trucks with all 2019 automated side load trucks. The trucks that service residents of the City of Dripping Springs today are serviced with these new automated trucks that are more efficient and mechanically sound.

WC has a healthy fleet overall with an average Front-Line vintage of 2015. A breakdown of WC’s fleet makeup in Austin is detailed below. WC has the capacity and the redundancy to provide a level of service that the City of Dripping Springs can rely upon:

LOB	Front-Line		Spare		Total Units	Overall Vintage
	Unit Count	Vintage	Unit Count	Vintage		
Comm	26	2016	5	2009	31	2015
Resi	44	2015	10	2009	54	2014
RO	18	2012	5	2002	23	2010
Grand Total	88	2015	20	2007	108	2013

These Front-Line Units are specifically dedicated to providing the services:

- Automated Side Load Truck (2019) – Mack Chassis and Engine, McNeilus ZR
- Front Load Truck (2016) – Mack Chassis and Engine, Heil Half-Pack Odyssey
- Roll Off Truck (2017) – Peterbuilt Chassis, Galbreath, Paccar Engine
- Roll Off/Grapple Truck (2015) - Peterbuilt Chassis, Galbreath, Paccar Engine

Brochures with pictures of these vehicles are attached to this as Exhibit B.

If a Front-Line vehicle experiences a maintenance issue, or is in the shop for repairs that requires another vehicle on the route, the Driver will notify dispatch of such need immediately. The backup vehicle will be dispatched immediately.

Each of these vehicles uses one Driver to operate it. The automated capability eliminates the requirement for a Helper, which is a safety enhancement. However, if excess Bulk Waste or Storm Events require extra personnel it will be deployed as necessary.

Vehicles are, by company policy, rigorously maintained through application of a daily, weekly, monthly, quarterly and annual maintenance regimen. Meticulous records are maintained of the maintenance activities on each vehicle. Trucks are normally washed once per week; more often if necessary. All of the new trucks meet the most recent idling standards to protect air quality.

28. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;

One of the keys to WC's success in providing a safe and reliable service is its fleet maintenance program. WC incorporates a healthy frontline-to-spare ratio, a disciplined preventative maintenance program with its fleet maintenance software and a strong fleet vendor supply chain ensure maximum fleet uptime.

RTA Paperless Shop

WC uses its Paperless Shop solution as a means to monitor fleet maintenance and repair history, track and scheduling preventative maintenance, and maintaining DOT compliance.

WC meets or exceeds manufacturer recommendations for preventative maintenance and oil change intervals. Oil changes include oil sample testing to identify potentially critical engine failure before the point of a breakdown.

WC incorporates fleet analytics technologies with its Paperless Shop to learn of and respond to monitoring codes from its fleet in real time, often times providing opportunity to reduce or avoid altogether a mechanical breakdown while the unit is in service.

Preventative Maintenance

WC's preventative maintenance (PM) program for all service vehicles far exceeds state and federal standards. State and federal laws require specific preventative maintenance to be performed on WC's types of service vehicles every 90 days. WC performs this PM every 14 days. Fleet safety and performance are a top priority.

WC's adheres to a strict vehicle inspection and maintenance performance and verification policy. Vehicles are subject to daily pre-

trip and post-trip inspections. Any identified needs are addresses immediately. Additionally, various and comprehensive inspection and maintenance activities are performed monthly, quarterly, and annually. Both WC's FM 812 and Pflugerville facilities have fully equipped maintenance shops staffed by qualified and trained technicians.

Mobile Maintenance Truck

WC owns and operates a fully equipped service truck that allows our mechanics to make truck repairs off site if necessary, and the repairs are deemed to be completed in a safe location. Many times it's much faster for this vehicle to make it to the driver, fix the problem and get them back on route vs. coming back to the Shop, then going back out on route. The impact to the customer is much less, overtime and fuel costs are reduced.

Vehicle Breakdowns

Spare collection vehicles will always be available for emergency use. Should a regularly routed truck break down in the morning or during a route, we will respond immediately by providing the driver with a backup vehicle for the remainder of the route. Should the spare truck break down, we can route our other trucks into that area as they complete their routes, since all drivers will be working together as a team. The equipment maintenance facilities described above are located near the City and have the capability to quickly make all necessary repairs.

Vehicle Cleaning

Collection vehicle appearance reflects the professionalism of the company. All of WC's vehicles are jet washed for an exterior cleaning on a weekly basis. Biweekly deep cleaning around the truck frame, engine compartment and hoist systems are done as part of regular cleaning and fleet maintenance best practices.

29. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;

Debris and Leakage Minimization and Cleanup

Waste Connections provides proven and reliable containers and collection vehicles that are designed to properly contain solid waste materials without leakage or spillage. Our Drivers and Helpers are thoroughly trained in the proper handling of carts and containers to prevent spillage and perform cleanup activities if necessary. Each vehicle is supplied with a shovel and broom and spill kit. Roll off containers are tarped before removal from any customer location. If debris is caused by actions of our crews or vehicles it is cleaned up and the site made tidy.

If a hydraulic, oil or other fluid spill occurs, we have contracts with local, licensed spill response companies that can quickly clean up spills and steam-clean the area using environmentally friendly soaps. Our crews are trained to immediately contact Dispatch and Supervisors, perform containment actions, deploy the spill kit and stand by to assist in any further cleanup activities if necessary.

Our collection vehicles are subject to daily pre and post trip inspections. Any deficiencies or necessary maintenance is performed immediately, or if the vehicle requires down-time, it is placed into the maintenance facility and another vehicle is deployed. Our vehicles are kept in excellent operating condition by scheduled weekly, monthly, quarterly and annual maintenance procedures and protocols that meet or exceed DOT standards.

Drivers are trained to identify and report any carts or containers that need replacement as a matter of spill prevention and safety. They also monitor and report any customers that regularly have excess volumes so that the proper sizes of containers and collection frequency can be applied to prevent spillage issues.

30. Discussion of disposal and processing sites;

MSW Disposal—Waste Management

Waste Management (WM) safely, responsibly, and carefully manages the disposal of more than 128 million tons of waste annually.

As a long-time developer of advanced landfill management methods, WM continues to lead the industry in solutions that impact the future of solid waste management, such as Next Generation TechnologySM. This alternative approach accelerates the decomposition of waste in landfills so that it occurs within years rather than decades. At the same time, the technology speeds the production of landfill gas, a renewable energy source. WM has 14 Next Generation TechnologySM projects in the U.S. and Canada, and continues to work with the EPA and other groups to develop the engineering knowledge base and operational expertise that will enable widespread implementation.

WM's landfills utilize the latest advances in landfill technology to protect local ecosystems and ensure long-term integrity. A dedicated environmental steward, WM ensures that all of its facilities are designed, operated, and maintained to meet or exceed local, state, and federal regulations. For the City, WM has committed its Williamson County Landfill (WCL) and Austin Community Recycling and Disposal Facility (ACRDF). During the life of the contract, WM may dispose of the City's MSW at either landfill. **As ACRDF moves closer to filling its remaining airspace, WM will provide a smooth transition to WCL.**

Future MSW Disposal - WC Post Oak Clean Green, Inc.

Operating a business of sustained growth and in an industry that poses increased demands for environmental stewardship and regulatory demands, WC recognizes the need for long term alternative solutions to utilizing third party disposal. That's why WC is developing its permitted landfill site in Guadalupe County, TX – Post Oak Clean Green Landfill – later in 2020.

Post Oak represents WC's initiative to vertically integrate its collection and disposal operations as a measure to become self-sustainable, ensuring it continues to deliver the long term value that WC's municipal partners expect. The Guadalupe County facility will service WC's solid waste collection operations in the immediately surrounding area and its expanding Central Texas footprint through a network of permitted transfer stations in Blanco and Bastrop counties, along with a permit-pending transfer station project in Williamson County.

WC's Post Oak Clean Green, Inc. is a company dedicated to an environmentally safe solution of our solid waste streams through a proven procedure which will dispose of our solid wastes while maintaining our ecology in an environmentally protected manner. One of the ways it embodies environmental stewardship is through its planned Center for Environmental Studies and Wildlife Management.

The Center will serve individuals, schools, agencies, and organizations throughout Texas. It is an organization that is focused on educating the public about issues related to the reduction, management and environmental balance between processing our solid waste streams and maintaining a healthy Texas wildlife.

Located at the Post Oak Properties in Guadalupe County, the Center plans to cooperate on a broad level in the following areas:

Solid Waste

- Public Education;
- Educating our School Children;
- Cooperating with Universities on Environmental Research and Wildlife Management Projects;
- Training for Solid Waste Operators throughout the State of Texas;

Wildlife Management

- Education of Wildlife Management;
- Development of Wetlands;
- Control of Wildlife
- Developing Wildlife Management Programs;

Coupled with and made a part of the Center is the Post Oak Ranch Wildlife Preserve, a 420 +/- acre property and Field Study Center that will provide programs in environmental education for regional schools and a variety of courses for the general public. We anticipate a cooperative effort with the major Universities, Texas Parks & Wildlife and other organizations and institutions within the region.

Visitors to the Center may also enjoy birding and wildlife watching, a nature trail, the "working ranch" and garden, as well as seasonal community gatherings.

Recyclables Processing—Balcones Resources

Founded in 1994 in Austin, Balcones Resources is a comprehensive environmental services company. They specialize in recovering resources through recycling, document and product destruction, and alternative energy. Balcones is not associated with a landfill, which makes them experts in diverting recyclable materials away from the trash bin and into our recycling program.

Working with Balcones Resources is a partnership. They offer janitorial training, employee awareness events, marketing materials and reporting—all geared toward **increasing recycling participation and reducing landfill costs**. Balcones started as a recycling company and that remains its core business today. It is what separates Balcones from its competition—they are passionate about their work and the impact it makes for their customers and communities. Today, Balcones has facilities in Austin, Dallas, and Little Rock. Balcones has grown to become one of the top 50 recyclers in North America.

Balcones serves approximately 75% of Austin’s Class A office buildings and 80% of the Class A buildings in downtown Dallas. In addition to multi-tenant facilities, Balcones is also the chosen recycling partner for several corporate campuses, manufacturing facilities, and distribution centers. Because they have rigorous quality control standards, **Balcones receives and successfully processes and markets all of the recyclables generated by the City of Austin residential recycling program north of the Colorado River**. Additionally, Balcones recycles **all of the recyclables collected by WC in Rockdale, Taylor, Bastrop, Umland, San Leanna, Rollingwood, Dripping Springs, Lakeway, Village of The Hills, Pflugerville, Lago Vista, Point Venture, Jonestown** and numerous HOAs, MUDS, WCIDs and commercial and industrial customers in central Texas. The company has transformed into a full-service environmental company that works with our customers to reach zero waste goals, educate employees, achieve USGBC LEED certification, or simply take the first step towards a new recycling program. In nearly all prospective markets, price volatility for recycled materials is present. BalconesResources has successfully processed and marketed materials for more than 20 years.

To **mitigate market volatility and ensure company stability**, Balcones has developed longterm relationships with buyers by producing a wide range of high-quality feedstock and focusing on customer requirements and expectations.

Products are not stored—they are marketed and purchased by manufacturers for reuse and recycling.

Construction Waste Disposal & Recycling – WC Travis County Landfill

Waste Connections’ Travis County Landfill (“TCLF”) is a TCEQ Permitted Type IV landfill located in southern Travis County. The 112 acre facility is permitted to accept, process, and dispose of brush, construction, and demolition waste.

Waste streams delivered to TCLF primarily arrive via roll off dumpster collection services.

In order to promote Austin’s Zero Waste initiative, WC’s TCLF conducts recycling and reuse of certain materials accepted in order to divert from landfill disposal. Diversion activities include the recovery of asphalt, concrete and masonry materials for reuse as road base, recycling of metals, cardboard, and plastics, mulching of clean wood materials, and processing of gypsum board (dry wall), wood along with brush for reuse as soil amendment. These recycle and reuse activities enable TCLF to promote green building practices to achieve LEED certification of local construction projects. In 2019, TCLF diverted 112,000 tons (over 60%) of construction waste for LEED projects.

What is LEED?

Austin’s Leadership in Energy & Environmental Design (LEED), is a green building certification program that recognizes best-in-class building strategies and practices. To receive LEED certification, building projects satisfy prerequisites and earn points to achieve different levels of certification. Prerequisites and credits differ for each rating system, and teams choose the best fit for their project.

The recycling firms that make the LEED list have been evaluated by third-party evaluators and are certified as reporting accurate, transparent, and reliable recovery, use and recycling rates according to the protocols and standards of the Recycling Certification Institute.

Organics Processing (General)—Organics “By Gosh”

Organics “By Gosh” supports the City of Austin’s Universal Recycling Ordinance through organics diversion. **Their skillset for increasing organics diversion will be applied to support the City in capitalizing on its opportunity to enhance its yard waste program.**

The company uses the forest model of composting proven over millions of years. As trees and plants drop leaves, stems, flower buds, small twigs, and branches onto the forest floor this organic material slowly breaks down. Overtime this model creates a nutrient rich, high quality organic layer that covers our forests' floor. Static pile composting is the preferred method of Organics "By Gosh". It is similar to the forest model of composting and is a slower, but thorough, process. Over a period of 6-12 months organic matter is turned multiple times and recycled into a valuable product that enriches our earth. This slow-cook method processes organic matter at a healthy temperature and allows friendly microbes and tiny living organisms to thrive. The end result? An awesome, high quality compost! When you buy compost from Organics "By Gosh" all those microbes continue working to transform and enhance your yard and garden. Static pile composting also uses less energy and water than other methods, allowing us to maximize our positive impact on the planet. When processed overtime, compost reaches maturity. Mature, quality compost has a high water retention rate and nutrient content. It improves soil fertility, minimizes erosion, and is highly resistant to compaction. Quality compost contains and promotes the growth of beneficial micro- and macro-organisms, while suppressing the growth of many weed species.

Yard waste: WC is proposing curbside collection of yard trimmings and Organics "By Gosh" may be used as one of the outlets for diversion of yard waste from landfill disposal.

Food waste: WC is exploring food waste composting opportunities with Organics "By Gosh" similar to that provided in Austin, which could be tested via a pilot program for commercial businesses in the City of Dripping Springs.

Not a Landfill: The focus of Organics "By Gosh" is entirely on organics and perfecting its static pile compost process. They are the "fine wine" makers of compost, which improves marketability and increases the end use of composted products.

Organics Processing (Yard Trimmings)—Austin Wood Recycling

Austin Wood Recycling has been in the land clearing materials hauling and landscape materials business since 1985 and takes on projects that span from small clean up jobs on residential lots, to large construction sites, highway projects, right-of ways, shopping centers, and wind farms. The company offers grinding, land clearing, tractor mowing, equipment and materials hauling, mulch

manufacturing, trommel screening, soil blending, and recycling and disposal services—in addition to their ever expanding production of mulches, soils, composts, and stone products. Austin Wood Recycling owns and operates two major recycling yards. They accept and haul brush from local clearing jobs at single-family home sites to major highway projects including 500 acres of Highway 183.

Austin Wood Recycling can accomplish anything from the smallest jobs (2,000 CY) to the largest (2,000,000 CY). Their grinding operation can cut volume hauling needs by roughly one third, making for efficient, easy loading that reduces processing costs. Austin Wood Recycling works throughout Texas and surrounding states. Focused on the Central Texas region, they also have contracts with many landfills, contractors, city recycling centers, and compost facilities from the Mexican border to Oklahoma and beyond.

31. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;

Customer Service and Communications

WC will respond to any complaints immediately. Service complaints will be confirmed or evaluated by viewing route video and GPS records. To minimize complaints, WC will provide regular, clear, and easily understandable service information to the customers. The information will provide contact information to reach the WC customer service office.

WC will respond to any complaints immediately. Service complaints will be confirmed or evaluated by viewing route video and GPS records. To minimize complaints, WC will provide regular, clear, and easily understandable service information to the customers. The information will provide contact information to reach the WC customer service office.

WC currently has an email address DrippingSprings@WasteConnections.com, which will be managed by WC's customer service manager and dispatchers. We find the dedicated email to be the most effective method of communicating service requests and reporting issues since it effectively records timely communication and holds WC staff accountable.

Customer Complaint Resolution

WC customer service representatives (CSRs) are thoroughly trained and qualified to receive, analyze, evaluate and resolve complaints. CSRs will have at their fingertips, a copy of the service agreement and its terms, route sheets, route maps, address lists, and a direct contact with our dispatchers that have immediate access to drivers by radio and GPS tracking.

Communication Plan for Complaint Resolution

WC will respond to any complaints in compliance with the protocol identified, unless otherwise amended by negotiation. Service complaints will be confirmed or evaluated by viewing route video and GPS records.

Live and Local Customer Service Representatives

WC has a local customer service department operating out of its Austin facilities from 8am to 5pm, Monday through Friday. Customer needs are addressed after

hours through email monitoring and returned calls left with the afterhours voice message service. All calls are recorded to allow for investigation of escalated customer service issues.

Local CSRs have first-hand knowledge of the Austin-Round Rock metropolitan area, including Dripping Springs. This helps them better understand the nature of inquiries and be able to responsively provide information and resolve issues.

Based on call hold time data, callers since October 2019 have experienced an average hold time of less than one minute before reaching one of WC's live representatives and that has sustained through Covid-19 and stay at home orders that result in personnel working remotely from home.

When we return to somewhat normalcy following the Covid 19 pandemic, we invite City representatives to visit our Customer Service Center. Visitors will see that our CSR staff of highly trained Representatives has live access to the whereabouts of our fleet and routing information systems while they are interacting with the caller. Incoming calls and online inquiries are automatically identified and tracked on a dashboard to analyze call volume, hold time, talk time statistics, and resolutions.

Secret Shopper Self-Monitoring

WC uses a 3rd party service called Tooty to conduct regular surveys of CSR interactions by pretending to be an active customer calling with an issue. WC receives 6 secret shopper calls each month at random times to ensure authenticity of the secret shopper experience. The Tooty representative can demonstrate a number of different issue types that challenge the CSR to respond according to protocol with a polite tone and with confidence.

CSR's are scored based on their performance and provided specific feedback, including what could be done to improve the customer experience. This method has been in place for years and offers a measuring tool to keep representatives accountable to providing a consistent and efficient experience for customers that call for assistance.

Handling Missed Stops

It is WC's priority to minimize the occurrence of missed stops. However, in some cases legitimate mistakes do occur. In the event of a legitimate missed service, they will be handled as follows:

- WC receives a call from the customer or the City. If the call is received early enough in the day, the customer service representative will create a work order, then will call the miss out to the appropriate driver so that it can be collected that same day.
- If the call is received later in the afternoon, a work order will be created and the customer will be picked up first thing the following morning.
- All misses will be tracked via a customer service tracking log, which can be compiled into a report and shared with the MUD.

A resident left without all or a portion of service due to its failure to adhere to the Set Out Policies (see Section 31) is not considered a missed service.

Any set outs that exceed limits will have a picture taken by the Driver and the address, time, and location recorded. That information will be forwarded to dispatch and the CSR office. The residence will be provided with a service tag identifying the reason the set-out exceeded limits or any reason why the set-out was not serviceable. All records of tags will be filed and copies provided to the City. If a customer contacts us regarding excess volumes our CSR will explain the resolution process.

Issue Resolution Policy

WC's policy is to resolve verified service misses within the later of 24 hours or one business day from the time it is first reported. In other words, issues reported on Friday afternoon may not be resolved until Monday.

Verified residential container delivery or exchange orders are scheduled a maximum of one week in advance. WC's policy is to address reported issues with scheduled container delivery and exchanges on the same 24 hour or one business day turnaround timeframe.

Though rare, a failure to resolve said issues within the 24 hour time frame results in a credit in the amount of the prorated charge for services. In other words, one

missed service, will result in a credit of roughly 25% of the monthly charge for service. For any given residence, a second occurrence within a 30-day period of failure to recover a missed service within a timely manner results in a credit for a full month of service.

A resident left without all or a portion of service due to its failure to adhere to the Set-Out Policies not considered a missed service.

Set-Out Policies

WC requires residential containers be set out at the curb, with at least 3 feet of clearance from any stationary objects or obstacles, no later than 7:00am on the day of service.

Items set outside the cart must be bagged or bundled and not exceeding 35 pounds, and no more than four feet in length. Bulk items must not exceed 100 pounds per item.

Any failed set outs or set outs that exceed limits will be communicated by radio to WC's dispatcher by the driver. The dispatcher makes a note of the issue in WC's customer service and routing system – Route Manager for record and share with the CSR office.

Other than residences that fail to set out the container for service, they will be provided with a service tag identifying the reason the set-out exceeded limits or any reason why the set-out was not serviceable. If a customer contacts us regarding excess volumes our CSR will explain the resolution process.

Staying Ahead of the Technology Curve

WasteConnect™

WasteConnect is WC's very own web and mobile application, which is powered by a third party application called ReCollect®. Customers use the app to obtain up-to-date information regarding their service date, set-out procedures, notifications of upcoming clean-up events and by simply searching their service address.

WasteConnect comes equipped with ReCollect's Waste Wizard feature, which provides a search engine of waste items and returns information on how best to dispose of such items. When a recyclable item is searched, Waste Wizard lets the

user know which container to place the recycled item in order to promote clean recycling and diversion landfill disposal.

The app is free and available on mobile app stores with Apple and Android/Google. A web version of the application is also running on WC's local website WasteConnections.com/Austin. This enables residents to access many features of WasteConnect without the need to use or own a smartphone. WasteConnect is available at no additional cost to the District for embedding on the Dripping Springs solid waste information web page.

3rd Eye

3rd Eye is a system that incorporates GPS tracking and event recording technology to deliver a solution for promotion of safe driving behaviors, investigation of safety and service related incidents.

With 3rd Eye, WC has instant data on the whereabouts of its fleet at all times. Historical fleet location and speed history are available within a mapping and breadcrumb interface.

If a customer dispute is escalated, WC has the ability to retrieve historical video footage for investigating service related incidents, such as whether a container is set out on time for the routed driver. This enables WC to investigate service issues to a greater extent than most other solid waste service providers.

More powerful than any other features, 3rd Eye's coaching tools are the focal point of the system. It uses a combination of motion sensing and image recognition technologies to trigger a review of driver behaviors and survey the surroundings of the vehicle through a video recording. If the video clip shows anything that needs to be addressed or reinforced for improved performance, WC's leadership coaches its drivers to recognize and learn from the observed behaviors.

3rd Eye is not proprietary to WC but it is not currently in wide use by competitors of WC. It remains one of the major drivers of WC's success in safety and service.

Route Manager

WCN has used Route Manager – originally designed by a third party called Desert Micro – since 2004 and the program has had several evolutions. In 2019, WC converted to the latest cloud-based version of Route Manager which is called Route Manager Online or “RMO”. WC owns the source code to RMO for free reign to customize as it sees fit, which enables the company to meet the demands that come with servicing so many unique contracts. The iteration of RMO that WC runs today is proprietary to WC.

eRoute

An additional routing tool is our route optimization program called eRoute Logistics by Institute of Information Technology (IIT). This program assigns detailed longitude and latitudes to every home and stop that we service. The program is tied into the most up to date mapping and GPS technologies, allowing us to look at various routing scenarios to maintain fuel savings and reduce our carbon footprint. Additionally, the eRoute program allows us to quickly and easily ‘reroute’ customers should a new program be put into place.

For rerouting a city or group of homes, the program will run various route scenarios based on ideal driving paths; and our supervisors and management team can then review these various scenarios, tweaking them as necessary, to quickly determine optimal routes that limit fuel consumption and minimize left turns which are less safe than right turns.

32. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;

Communication of Any Delay and Service Recovery Schedule

Communication is one of the critical keys of excellent service. Waste Connections provides several communication paths to keep the City and the customers informed.

Delays, while rare, can occur in two forms: short term and longer term. Short term delays are in duration of a few hours or perhaps one day and can be caused by weather, traffic or equipment malfunction. Longer term delays can be caused by storms, street blockage due to construction or other causes.

In every case WC will maintain clear and rapid communication.

Communication with the City

If a delay is occurring, or anticipated to occur, WC will call and email the City immediately and convey the reason for the delay, any areas affected by the delay and the anticipated recovery time.

33. Discussion of worker training and incentive; and

Personnel Hiring and Training

Ensuring Qualified Personnel.

Cultural Fit IQ Test

WC considers an employee's "fit" into its business culture a crucial ingredient for success. Following extensive research into the characteristics that are associated with successful managers in the solid waste industry, WC developed a benchmarking tool that is used in the hiring of general managers in core competence areas—competence, emotional consistency, assertiveness. WC uses its Cultural Fit IQ Test to assess the strengths and weaknesses of existing and candidate personnel pertaining to the following overall categories.

- Intellect
- Drive and Motivation
- Work Style
- Interpersonal Style
- Leadership and Management Style
- Cultural Fit

Additional skills that are measured by the Cultural Fit IQ Test include:

- Verbal Reasoning
- Numerical Reasoning
- Mental Flexibility
- Ambition
- Analytical Skills
- Organizational Skills
- Risk Identification and Avoidance
- Social Ability

Driver Qualifications and Hiring Standards

Qualification Procedures

WC's driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSRs) concerning driver qualification. The second goal is to select only the best available drivers: those who share WC's values and goals of operating in a safe, legal, and professional manner.

Hiring Standards

WC requires all driver applicants to be a minimum of 21 years of age, and have a minimum of three years verifiable driving experience. WC hiring standards require that only those driver applicants with zero chargeable or preventable motor vehicle accidents within the past three years will be considered for employment. Because of Waste Connections' commitment to safety, the company will not consider driver applicants who fail to meet the above standard.

WC's hiring standards also require that only those driver applicants with (2} or fewer violations of motor vehicle laws (other than violations involving parking only) within the past (3} years will be considered for employment. An applicant who has incurred more violations than the above standard has demonstrated a pattern of unsafe driving behavior that WC finds unacceptable in any prospective driver associate. WC will not consider for employment a driver applicant convicted of any offense involving the operation of a motor vehicle while impaired by alcohol. WC will consider for employment a driver applicant who has been convicted of an offense involving the operation of a motor vehicle while impaired by alcohol only if the applicant has had no similar incidents within the past three (3) years. WC will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past 3 years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or properties are considered to be unsafe by the company. This kind of behavior is unacceptable in any WC driver. WC will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, including operating while under the influence of a controlled substance, transporting a controlled substance, or a felony involving the use of a commercial motor vehicle. Drivers will be expected to converse with other company employees, our customers, and the general public. Therefore, WC requires all driver applicants to be able to read and speak English sufficiently to be able to perform all duties and functions of the job . Driver applicants will also be required, because of experience, training, or both, to be able to: safely operate a WC vehicle and determine and execute proper cargo securing procedures.

Training Programs

Personnel Training

All new personnel are trained by district, regional, and corporate training personnel using proven techniques that ensure a smooth transition. WCN has developed standardized training methods to ensure consistent training that establishes standards of practice and helps all new staff be fully prepared to “hit the ground running” at the beginning of a contract. WCN has established training programs completed by local district training personnel, including comprehensive new-hire and new-position training as well as monthly training on various topics. Regional trainers regularly provide safety training. Corporate trainers provide servant leadership, human resources, equipment maintenance, and additional safety training.

Servant Leadership Training for Managers

Waste Connections invests heavily on continuing leadership training for its managers and supervisors. Being a servant leader is central to our culture and we devote significant time and energy making sure that all of our leaders have the tools and resources to lead their teams. Our philosophy is that our leaders are employed to serve the employees and provide them with the tools, training, and guidance to ensure they are successful. We have a “learning lab” at our corporate offices in The Woodlands, Texas, where we teach a series of servant leadership classes. Currently, we have nine formal week-long leadership classes for our supervisors and managers and dozens of leadership webinars.

Customer Service Training—Customer Service Representatives

CSRs are initially trained by a highly experienced customer service manager. They will be specifically indoctrinated into the “Waste Connections Way,” seeking first to understand then to assist the customer in the spirit of WCN’s vision and values statement and way of life. CSRs receive written scripts to answer frequently asked questions. When a new question arises, the CSR manager will address the question and make sure that CSRs are advised of the proper response for future calls. A copy of all training materials will be provided to City staff upon request. In addition, calls are monitored for continuous customer service improvement. WC currently uses the services of Tooty, Inc. to help monitor and improve our customer service levels. Tooty, Inc. offers outstanding program options that have a proven track record for accuracy, developing customer service skills, and improving customer experience. Having our employees listen to themselves with

a customer's ear and viewpoint is where real and lasting learning and improvement begins. All data is electronically transmitted. The customer service manager will carry the initial training of the CSRs into the “real world” by being available to act as a resource for new CSRs, as they put their training into practice. All CSRs are required to attend a ride-along with a driver for areas serviced by WC in order to have a full understanding of operational issues in specific service areas. Ongoing annual CSR training includes WCN web-based training modules and Tooty, Inc. training updates.

New CSR Training

New customer service representatives (CSRs) are given individual training in telephone and customer service procedures for a minimum of three weeks prior to taking a call from our customers. Each CSR receives the following training:

- New employee orientation—an overview of the Waste Connections organization.
- New CSRs ride with drivers of garbage, recycling or yard debris routes during the first month of employment. This orients each CSR to the range of services WC provides customers. The ride along also familiarizes each CSR with truck types, container types and sizes, and cart and bin applications. Additionally, the ride along creates customer empathy as to the different scenarios that may come up with customers or drivers.
- All employees who answer phones, including the CSRs go through a training series supervised by the customer service lead that covers a wide range of topics related to customer service and telephone techniques such as basic telephone skills, determining caller needs, handling irate customers, and proactive customer service. Each CSR is given a manual outlining rates and specific procedures for the services we provide in all service areas for our clients. Customers may have different service requirements including rates, container sizes, and collection frequency which must be understood prior to the CSR talking to a customer.
- A new CSR spends several days one-on-one with an experienced CSR, observing, listening and learning the mechanics of our customer service and billing system. Once familiar with the computer system the new CSR listens to conversations with customers and CSRs to better understand the types of questions asked by customers and the proper responses to give. Prior to taking customer calls by themselves, a new CSR begins answering customer calls with an experienced CSR also on the phone call, giving assistance as needed. Once a new representative is trained and comfortable with answering the phone, they take calls and meet daily

with the customer service lead to review questions and provide coaching. Additionally, CSRs are provided scripts to guide them through the more common types of customer calls.

- All new CSRs receive map training from the customer service lead. Large maps are displayed showing routes and borders of all service areas. Both the operations manager and the CSR Lead give general training of street naming methodology, directional distinctions, and City borders. More specific map training is conducted throughout the three-week training period. Once training is completed, CSRs are encouraged to use maps when setting up new customers on an ongoing basis.
- On a monthly basis or more frequently as needed, all CSRs will meet with the customer service manager as a group to review policies and procedures. Each employee actively participates in these meetings, listening to directives and giving feedback to the customer service manager and fellow employees.
- New customer service representatives are trained to focus on providing quality service. New representatives review our customer service manual, take a series of online trainings on the waste industry, and spend several weeks honing their skills on our billing software before they are working independently with customers over the phone.
- Additionally, once a new representative is working independently, a daily printout of their work is reviewed to assure that all of their service changes and calls were accurately handled. We do not stress “call quantity” to new representatives, rather we stress “call quality.”
- All CSRs are encouraged to communicate with one another and with management through daily e-mails or phone calls. There is an open-door policy for all employees, giving and receiving regular feedback from all departments including operations, dispatch, and accounting. It is clearly understood that all departments within WCN are interrelated by the customers we serve and that each employee group does have an effect on the service we provide to our customers.

Driver Customer Service Training

Drivers are thoroughly trained to address all aspects of customer service, ranging from understanding and learning to read their route lists to proper container placement, access of customer properties, the use of printed materials, and courteous personal interaction with customers for education and notification

about proper set-out of carts and bins, preventing contamination, etc. Following their initial training as part of implementation, drivers will receive ongoing training on customer service. WC's excellent driver customer satisfaction record reflects our success in the program.

Driver Training

As safety is our number one operating value, all new hire drivers, regardless of prior experience, undergo a mandatory, minimum 23-day training program where they are trained and evaluated by a designated driver trainer and supervisor. This 23-day program emphasizes safety culture through situational training on WC's 5 Core Operating Values, in addition to teaching proper driving skills, fundamental safety training, regulatory compliance, and customer service expectations. No new hire drives solo without satisfactorily completing this program. Operations supervisors and all drivers are additionally trained in the **SMITH System** driver training program. This program, in existence since 1952, is utilized by numerous commercial driving operations and is required for all WCN drivers and operations management.

On all company vehicles, Waste Connections and its subsidiaries utilize **3rdEye** (an AWTI company) on-board cameras that continuously monitor driver behavior and record specific triggered events. Recorded events are used to coach drivers. Continuous improvement of driving skills, safety habits, and customer service are also achieved through monthly safety meetings, supervisor "ride-alongs," and safety and work-practice observations.

WC's compliance with all Texas Department of Transportation Commercial Vehicle regulations is mandatory and actively supervised. WC develops and utilizes specific safety and emergency situation training programs that include safe driving practices, and spill prevention and release response. All WC trucks are equipped with spill containment kits, fire prevention, emergency response, personal protective equipment, and reflective triangles for roadside emergencies. All drivers are required to wear clothing that meets ANSI standards for reflectivity.

Health and Safety Programs and Training

It is Waste Connections' policy to conduct all operations in a safe and healthful manner. The safety and health of every employee is a fundamental consideration

in every business decision and plan, and all reasonable precautions will be taken to protect employees from injury and illness. Our goal is to prevent the occurrence of all work-related injuries, illnesses, and property losses. It is our philosophy that, by striving to eliminate unsafe conditions and actions, we will eventually achieve this goal. All applicable safety regulations, codes, and accepted work practices are trained upon and followed. Each employee is informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide required protection. Training is conducted upon the hiring of every new employee, prior to an employee being placed in a new position, prior to conducting different work from that to which they are accustomed, and monthly on required topics and as needed.

Waste Connections' safety program includes accident and injury improvement, safety meetings, safety committee meetings, driver/operator management, reporting and safety assessments, route and work observations, spill response, regulatory training including lockout/tag-out training, fire prevention training, medical and first aid training, heat and cold stress, accident prevention, defensive driving SMITH system training, PPE training, bloodborne pathogen training, etc.

34. Information on charges to the City for performing emergency disaster response

Storm Debris Cleanup Response

In the case of a natural disaster where large amounts of bulky wastes or brush or debris may need the application of additional collection resources, Waste Connections will work closely with the City to respond to any such need. Our experience responding to natural disasters on the Gulf Coast and to the Bastrop fires and floods will insure our response to the emergency is quick, reliable and cooperative.

Upon notification by the City Waste Connections Managers will meet with the City, observe the magnitude of the material that needs to be collected, note any special situations (such as hazardous wastes, blocked streets or impaired utilities) and develop an action plan to collect the material in a manner that is safe and economical for the community. Priority collection will be directed toward primary streets to enable safe traffic flow and access to public facilities and emergency centers and to get the utilities back in operation.

Waste Connections will meet with and cooperate with other agencies such as FEMA, Police, Fire, National Guard, Volunteer Organizations and other appropriate entities to provide a coordinated response to the disaster. Waste Connections will provide containers and collection services to any Command Centers or shelters that may be established.

Waste Connections has spare vehicles, containers, trucks with grapple bucket booms, tools and other supplies. We will dedicate the appropriate personnel to be on-site as required.

Waste Connections Blue Crew Emergency Response Teams are available from other Districts in and outside of Texas. They can provide additional equipment and personnel as needed.

Waste Connections proposes a meeting with the City to further define and put into place the elements of a disaster cleanup response as soon as possible after contract award.

Proposed Rates

Services for a three man crew are outlined in the Optional Work portion of the RFP Proposal Cost Form. These services are not typically applied in event of storm debris cleanup, but may be appropriate given the emergency situation.

More ideal for storm debris cleanup, WC provides a boom truck service. In addition to the rates outlined as Optional Work. WC is prepared to offer a going rate of \$200 per hour of boom truck time plus \$45 per ton disposal for emergency response for storm debris cleanup services.

Exhibit A – Sample Communication Guides for City Residents

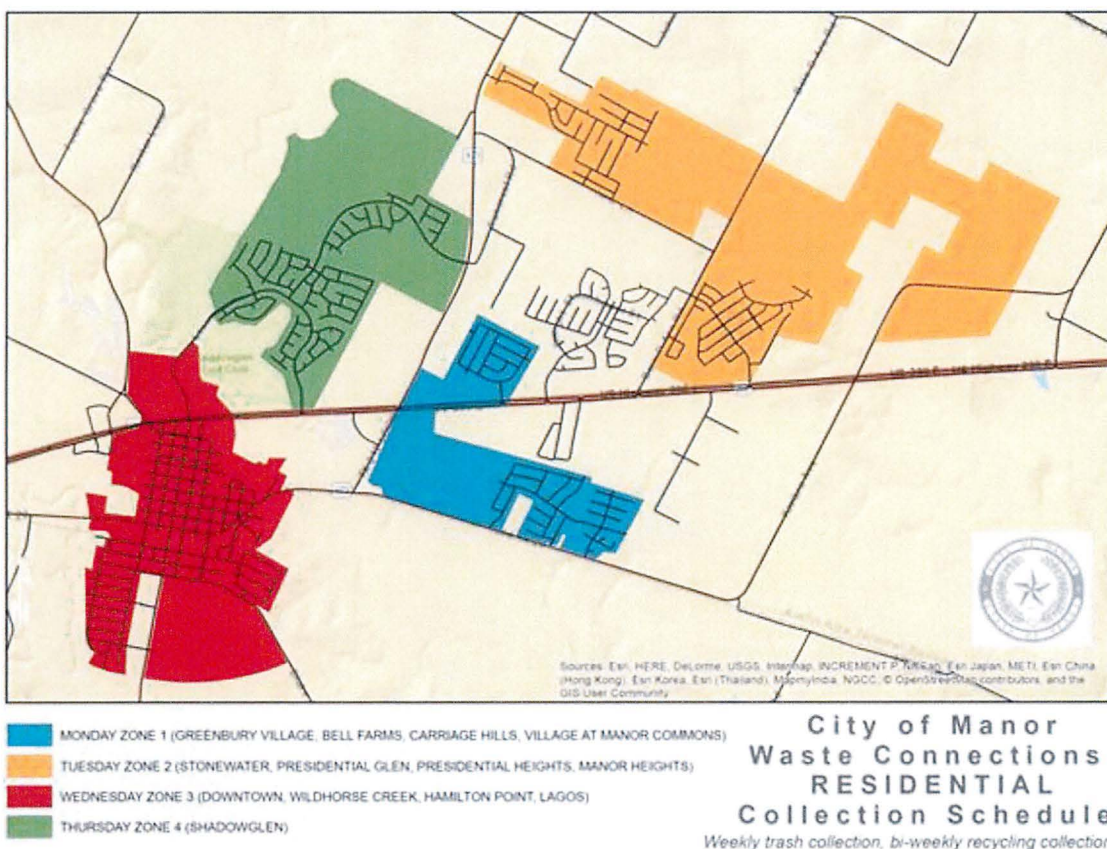
SOLID WASTE & RECYCLING SERVICES GUIDE

Welcome to Manor, TX!

Waste Connections is proudly partnered with City of Manor as your local solid waste and recycling service provider.

Collection Day

Please refer to the following **City of Manor Trash and Recycling Map** for your scheduled collection day.

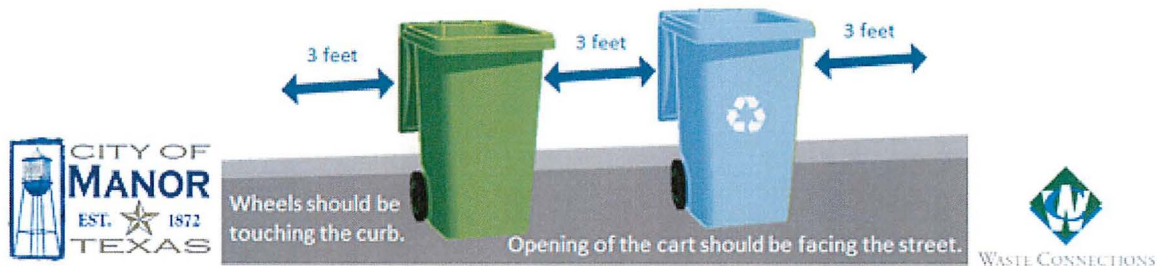


Customer Service, Complaints and Questions

Please contact the City of Manor Utility Office at 512-272-5555.

Solid Waste & Recycle Cart Placement Instructions

Please place carts 3 feet from ANY obstacles such as other carts, vehicles, mailboxes, or fences.



Collection Times

Please place your carts at the curb for collection before 6:30 a.m. Collection will occur between the hours of 7 a.m. and 7 p.m.

Trash Carts

- The green cart is for trash.
- Please put your normal household trash items in the blue trash cart.
- Please DO NOT put medical waste, hazardous waste, explosives, flammable liquids, pesticides or dead animals in the trash cart or on the curb for collection.

Recycling Carts

- The blue cart is for recycling.
- All recyclables must fit inside the cart.
- The figure below identifies acceptable single-stream recycling materials.

Collection Schedule

Please refer to the following **Manor Residential Trash & Recycling Collection Schedule**.

- Trash will be collected weekly.
- Recycling will be collected every other week.

Please note: Dates in **green** are for trash collection only; dates in **blue** are for trash AND recycling collection. When recycling is collected, it will be collected on the same day as your trash.

A date in **red** indicates that collection will occur on the following day because of a holiday.





CITY OF MANOR

EST. 1872
TEXAS

SINGLE STREAM RECYCLING

MIX THE FOLLOWING RECYCLABLES IN HERE:

NO:

- ELECTRONICS
- CERAMICS/CHINA
- TOILET SEPTIC
- MOTOR OIL CONTAINERS
- HOUSEHOLD HAZARDOUS WASTE
- GLASS BOTTLES, WINDOW GLASS, OR MIRRORS



NOT TO BE RECYCLED:

- AUTO PARTS
- THERMOFILL
- OTHER SPECIALTY WASTE

• Place Recycling Cart by Curb by 7 A.M. On Your Scheduled Recycling Day.
 • All Items Must Be **INSIDE** The Cart.
 • Place Your Cart At Least 5 Feet From Your Trash Cart.

WASTE CONNECTIONS OF TEXAS
"Connect with the Future"

Calendar Key

Trash Only

Recycle & Trash

Holiday Slide Days

New Years, Thanksgiving, and Christmas Day are the only three weekdays of the year when service is suspended. During these weeks, scheduled services will slide one day following the Holiday.

City of Manor 2020 Recycle Calendar



WASTE CONNECTIONS OF TEXAS
Connect with the Future

Jan-20							Feb-20							Mar-20							Apr-20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
													1	1	2	3	4	5	6	7				1	2	3	4
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		

May-20							Jun-20							Jul-20							Aug-20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6							1	2	3	4				1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30	31					

Sep-20							Oct-20							Nov-20							Dec-20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
														1	2	3	4	5	6	7							
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

** Recycle collection is same day of the week as your trash collection. **

** Please have carts curbside by 6:30 AM **

cityofmanor.org | (512) 272-5555

Exhibit B – Equipment Descriptions and Specifications

Residential Service Truck: McNeilus ZR Side Loader

ZERO RADIUS™ (ZR) SIDE LOADER



VERSATILE. EFFICIENT. UNRIVALED.
Your Best Navigator in Residential Collection.

McNeilus.
GET IN.

Waste Connections Lone Star, Inc.

FLEXIBLE: There can be a lot of obstacles to handle on a daily collection route: narrow streets and alleyways, clearance issues around containers. Get over these hurdles with the McNeilus Zero Radius™ Automated Side Loader.




INNOVATIVE: This advanced refuse truck offers an innovative, yet simple, zero radius operation. The arm reaches rather than swings out, so you don't need a wide clearance to grab cans. With optional 12-foot extended reach, it's even easier to navigate cul-de-sacs and obstructions such as parked cars. This field-proven arm can also handle some of the densest routes.

Other enhancements include the McNeilus CODE™ system. These simplified CAN-based controls provide complete vehicle diagnostics at your fingertips. Plus, there's an integrated smart fuse panel, reduced hardware requirements, pre-trip reminders, status messages and more!



Quality OEM parts for all makes and models
www.StreetSmartParts.com or 888.686.7278



- | | | | |
|--|---|---|--|
| <p>A Full-eject body reduces chassis wear and simplifies operations, which also reduces exposure to hazards for the operator.</p> | <p>C Hopper wall designed with a single, thicker sheet of abrasion-resistant steel for improved service life and durability. Using a single sheet also offsets weight added by reinforcing the arm, reducing net vehicle weight and adding strength.</p> | <p>E Load-sense hydraulics offer major fuel cost savings, and electronic proportional controls offer smooth operate-at-idle capability.</p> | <p>G McNeilus CODE™ provides simplified CAN-based controls, with superior diagnostics and troubleshooting at your fingertips, plus electronic proportional commercial and residential joysticks.</p> |
| <p>B Up to 80% of hydraulic contaminants can enter through the packing cylinders. McNeilus-exclusive Excalibre™ cylinders help prevent hydraulic contamination with a patented tool steel shaver and field-proven seal that significantly minimizes problem-causing debris.</p> | <p>D Reinforcement along the entire length of the ZR arm increases the expected service life and improves the durability of the arm structure by helping distribute forces more evenly.</p> | <p>F Arm grabber assembly picks up cans from 30 to 110 gallons. Arm is mounted to the body rather than to the chassis, reducing stress on the vehicle frame.</p> | <p>McNeilus is a member of these national purchasing programs.</p> <p> </p> <p></p> |

Waste Connections Lone Star, Inc.

McNeilus

ZERO RADIUS™ SIDE LOADER



DESCRIPTION	22 YD ³ (16.8 M ³)	24 YD ³ (18.4 M ³)	26 YD ³ (19.9 M ³)	27 YD ³ (20.6 M ³)	28 YD ³ (21.4 M ³)	31 YD ³ (23.7 M ³)
Body Length: Tailgate Closed	240 in. 6096 mm	260 in. 6604 mm	280 in. 7112 mm	294 in. 7468 mm	300 in. 7620 mm	314 in. 7976 mm
Body Length: Tailgate Open	307 in. 7798 mm	307 in. 7798 mm	347 in. 8814 mm	361 in. 9169 mm	347 in. 8814 mm	361 in. 9169 mm
Height: Tailgate Closed	101 in. 2553 mm	101 in. 2553 mm	101 in. 2553 mm	101 in. 2553 mm	101 in. 2553 mm	101 in. 2553 mm
Height: Tailgate Open	145 in. 3683 mm	163 in. 4128 mm	145 in. 3683 mm	145 in. 3683 mm	163 in. 4128 mm	163 in. 4128 mm
Max Height When Dumping	122 in. 3099 mm	122 in. 3099 mm	122 in. 3099 mm	122 in. 3099 mm	122 in. 3099 mm	122 in. 3099 mm
Body Width: Arm Out, Grbr Closed 6 ft Reach (12 ft Reach)	206 in. 5232 mm (269 in.) (6833 mm)	206 in. 5232 mm (269 in.) (6833 mm)	206 in. 5232 mm (269 in.) (6833 mm)	206 in. 5232 mm (269 in.) (6833 mm)	206 in. 5232 mm (269 in.) (6833 mm)	206 in. 5232 mm (269 in.) (6833 mm)
Body Width: Arm In, Grbr Closed	143 in. 3620 mm	143 in. 3620 mm	143 in. 3620 mm	143 in. 3620 mm	143 in. 3620 mm	143 in. 3620 mm
Body Width: Arm In, Grbr Open	115 in. 2921 mm	115 in. 2921 mm	115 in. 2921 mm	115 in. 2921 mm	115 in. 2921 mm	115 in. 2921 mm
Grabber Height from Ground**	12 in. 305 mm	12 in. 305 mm	12 in. 305 mm	12 in. 305 mm	12 in. 305 mm	12 in. 305 mm

**Dimension based on 40-inch chassis frame rail height. Actual dimension will vary depending on chassis measurement.

PERFORMANCE SPECIFICATIONS (in seconds)*

WORKING RPM @ IDLE

Arm Out	2-1/2
Arm In	2-1/2
Arm Up	3
Arm Down	3
Grabber Open	1-1/2
Grabber Closed	1-1/2
Pack Cycle	16 (+/- 10%)
Ejector Extend (to end of body)	27
Ejector Retract (to home position)	13
Hopper Cover Up	1-1/2
Hopper Cover Down	1-1/2
Tailgate Open	16
Tailgate Closed	18

*Cycle times may vary slightly

ARM ASSEMBLY

Arm Construction Tube	Grade 500B tube
Arm Style	Zero Radius (ZR)—ideal for demanding residential routes riddled with tight spaces and tough obstacles

Arm Lifting Capacity = 550 lb

Arm Reach = 6 ft (standard), 12 ft (optional)

HOPPER SPECIFICATIONS

Hopper Capacity (w/hopper cover down)	Largest in the industry at 4.8 useable cubic yards
Hopper Walls	3/16 in. AR400
Hopper Floor	1/4 in. AR400

PACKER/EJECTOR SPECIFICATIONS

Lower Packing Face	1/4 in. AR200
Packing Panel Follower	10-gauge grade 50 high-strength steel
Track and Wear Strips	Chromium carbide X-Wear

BODY SPECIFICATIONS

Body Floor	3/16 in. AR200
Body Walls	AR450 and AR200
Roof	12-gauge GR50

TAILGATE SPECIFICATIONS

Tailgate Rear and Side Walls	1/8 in. AR450
Eight-Point Automatic Locking Tailgate	

OPERATIONS

McNeilus CODE™ is a simplified control system that offers the most reliable technology in the business (smart fuse panel, complete diagnostics, vehicle status messages, pre-trip reminders and much more.)

Electronic proportional controls

HYDRAULICS

Pump	Piston type: load-sense, PTO-mounted
Control Valves	Proportional electric/hydraulic
Oil Reservoir Capacity	50 gallon
Return Filter	5 micron-in tank
Suction Strainer	100 mesh stainless steel

CYLINDERS

Ejector Cylinder	Multistage w/ Excalibre™ nitrided rods
Arm Cylinder	Hydraulic motor driven
Tailgate Cylinder	25 in. x 38 in. stroke

PAINTING

Packer and components steel shot blasted, then primed and painted separately to provide complete top coat coverage to all areas
Finish: Sikkens' Autocoat BT LV650 Topcoat, a high-performance, high solids polyurethane

MCNEILUS WARRANTIES

Contact your McNeilus representative on warranty details.
For more information, go to www.mcneiluscompanies.com

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 113 of 159

Commercial Service Truck: Heil Half/Pack Front End Loader



WE NEVER STOP WORKING FOR YOU

Half/Pack®

Commercial High Compaction Front Loader





Environmental Solutions Group

Choose the industry leader in durability, productivity and lowest total cost of ownership.

www.Heil.com

Body Specifications		20 yd³	23 yd³	28 yd³	32 yd³
Body Capacity		20 yd³	23 yd³	28 yd³	32 yd³
Hopper Capacity		12 yd³	12 yd³	12 yd³	12 yd³
Gross Capacity		32 yd³	35 yd³	40 yd³	44 yd³
Gross Weight (approx.)	lbs.	18,000 lbs.	18,100 lbs.	19,300 lbs.	20,000 lbs.
	kg				
Overall Length ^(a)	in.	364 in.	383 in.	415 in.	433 in.
	mm				
Overall Width	in.	96 in.	96 in.	96 in.	96 in.
	mm				
Overall Height ^(b)	Arms Down	in.	107 in.	107 in.	107 in.
		mm			
	Arms Up	in.	120 in.	120 in.	120 in.
		mm			
Hopper Opening	in.	83 in. x 93 in.	83 in. x 93 in.	83 in. x 93 in.	83 in. x 93 in.
	mm				
Compaction Rate		117,000 lbs yd³	117,000 lbs yd³	117,000 lbs yd³	117,000 lbs yd³

^(a) Arms Down, Forks Tucked ^(b) Above Frame

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 114 of 159

Bulk & Brush Service Truck: Petersen PL-3 Boom Truck

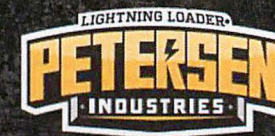
PL-3 ROLL-OFF MOUNT



MUSCLE WHEN YOU NEED IT

The PL-3 is a skid-mounted loader and body combination, ready to be added to your new or existing roll-off truck. Easy install and removal keeps your fleet versatile. It's the legendary Lightning Loader®, available when you need it.

- Mount on New or Existing Roll-Off Trucks**
Purchase it with a new truck, or add it after the fact
- Add Versatility to Your Fleet**
With no dedicated chassis required, it gives new functionality to your roll-off trucks
- Perfect for Seasonal Use**
Easy set-up when you need it, let it sit when you don't

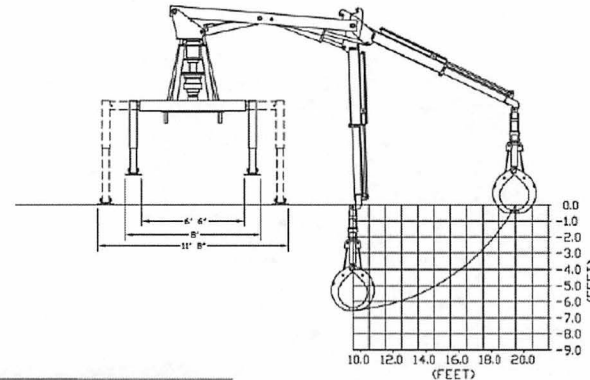
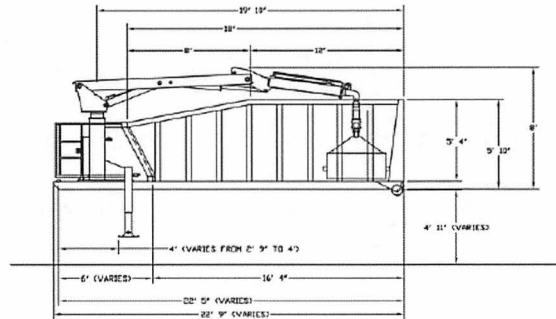


American born. American made.
 Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.

WE BUILD LEGENDS®.

PETERSENIND.COM | 800.930.LOAD (5623)

Waste Connections Lone Star, Inc.



SYSTEM DESCRIPTION

The model PL-3 Lighting Loader® and corresponding body are mounted on a steel skid, built to fit cable-style roll-offs. Heavy steel rollers on the rear of the body allow for easy installation and removal, while the skid itself hydraulically locks to the chassis.

Both an 18 foot, 24 cubic yard body, and a 20 foot, 26 cubic yard body are available.

CONTROL OPTIONS

Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility come standard. QUADSTICK® mechanically linked joystick controls are also an available option.

The PL-3 comes equipped with a grip strut serrated steel walk platform, steel handrails, and a frame lock control lever at the valve bank.

GENERAL SPECIFICATIONS

Reach	20 ft. 7 in.
• Main Boom & Tip Boom	16 ft. 7 in.
• Tip Extension	4 ft.
Unit Weight (empty)	11,500 lbs.
Outrigger Span	11 ft. 8 in.

LIFT CAPACITY

Radius	Load Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

CHASSIS & HOIST REQUIREMENTS

	18 Ft. 24 cy.	20 Ft. 26 cy.
GVW	60,000 (tandem)	60,000 (tandem)
Cab to Trunnion	174 in.	194 in.
Hoist Capacity	50,000 lbs.	50,000 lbs.
Rail Length	22 ft. 6 in.	24 ft. 6 in.

SCAN TO
LEARN MORE



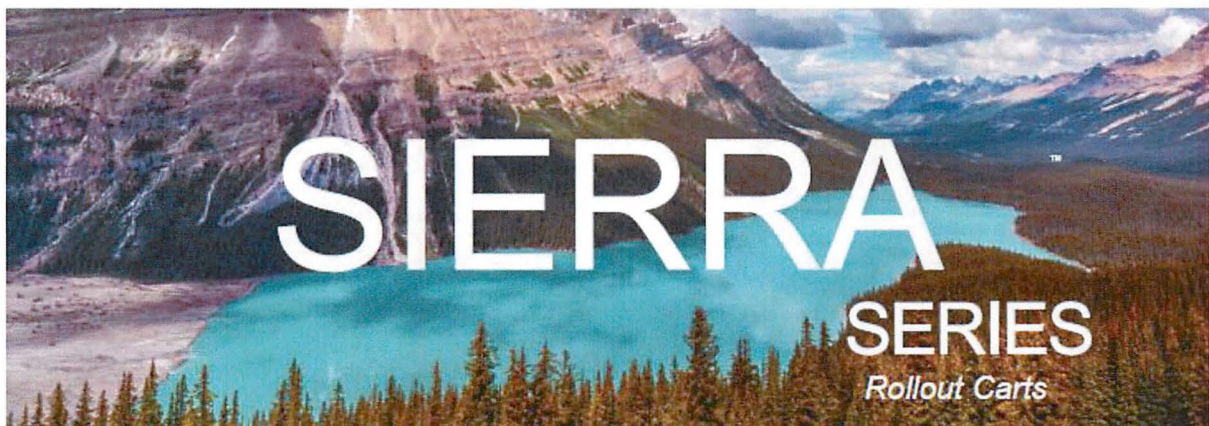
4000 SR 60 West
Lake Wales, FL 33859
1.800.930.LOAD (5623)



PETERSENIND.COM
Contact Us Today To Learn More

Waste Connections Lone Star, Inc.

Residential Roll-Out Carts: Sierra Container



95 Gallon



65 Gallon

Providing quality and sustainable solutions for the "Good of the Industry"

Waste Connections Lone Star, Inc.



The Sierra Line of Rollout Carts

has been designed by industry experts

to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.



- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas;
- UV stabilized against the long-term effects of the sun;
- 100% recyclable;
- Designed for easy assembly and requires no bolts or holes that could potentially leak;
- Ergonomically designed to be user friendly while maximizing wind stability.

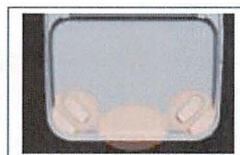
Key Features & Colors



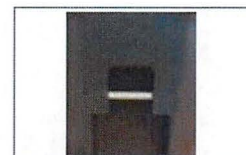
10" Quick Release Wheels w/ Integrated Spacers



Laser Engraved Serial Numbers & Bar Code



Multiple Lid Handles and Touch Points



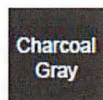
Rotating Catch Bars Installed During Production



Black



Gray



Charcoal Gray



Kelly Green



Camo Green



Forest Green



Recycling Blue



True Blue



Navy Blue



Dark Blue



Tan



Brown

*Colors above are for illustration purposes only, color chips and custom colors available upon request.

www.sierracontainer.com

Waste Connections Lone Star, Inc.

95 & 65 Gallon Universal Rollout Carts
For Type B/G (Semi & Fully) Automated Lifters

SIERRA SERIES

Branding-highlights

- Large 9.5" W x 7.5" H branding area for your company logo

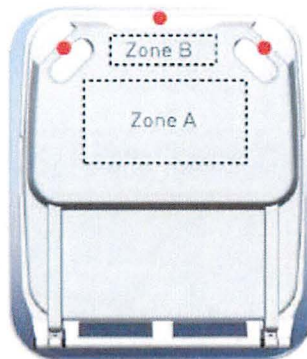


- Bottom wear strips for added protection.
- Quick release wheels for easy assembly & dis-assembly.

- 8"x7" or 11"x 6" In-Mold Label or Hot Stamp options in (Zone A)

- Standard Lid Insert or Hot Stamp in Zone B

- Multiple lid handle options for easy access below



- Large open handle areas for easy gripping with gloves.

- Sequential serial #'s & barcode for quick identification and easy tracking



- Pre-installed catch bars, no installation required by customer.
- Optimal gripping diameter for improved compatibility with lifters.

SPECIFICATIONS

Dimension	95 Gallon	65 Gallon	Certifications / Warranty
Length (Depth)	33.50"	27.75"	<ul style="list-style-type: none"> ✓ 10-year warranty on both 95 & 65 Gallon Models ✓ 20-year life expectancy, designed for the most rigorous environments ✓ Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60) ✓ 100% Recyclable
Width	28.00"	25.00"	
Height w/ Lid	44.25"	41.75"	
Height w/out Lid	41.00"	38.5"	
Wheel Diameter	10" Diameter	10" Diameter	
Axle	3/4" Diameter	3/4" Diameter	
Load Rating	332.50 lbs.	227.50 lbs.	
Assembled Weight	40.00 lbs.	32.00 lbs.	
Units Per Stack	12	12	
TL Quantity (53')	600 (Includes Assembled Lids)	792 (Includes Assembled Lids)	
Assembly Required	Axles & Wheels Only	Axles & Wheels Only	

www.sierracontainer.com

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 119 of 159

Commercial Dumpsters: Box Gang Front End Load Containers

Front Load Container Slant & Flattop

- Heavy Duty Standard Specs
- Safe & Easy to load
- Custom Sizes & Styles Available
- Replacement Bottoms For Old Containers
Built To Order



The Box Gang Advantage



Continuously Welded Top Tube
Inside of top tube continuously welded at front to prevent material from catching and liquid from running down front of container when dumped.



Flared Pockets with Bumpers
3-way heavy duty flared pockets reinforce and protect the container sides and easily guide forks on truck in to pockets.



Repairs & Replacement Bottoms
Need repairs on your old containers? We build replacement bottoms and provide container repairs and painting.



16736 E. Hardy Rd. • Houston, TX 77032 • 713-742-5555 • www.boxgangmfg.com • Like Follow us in FACEBOOK

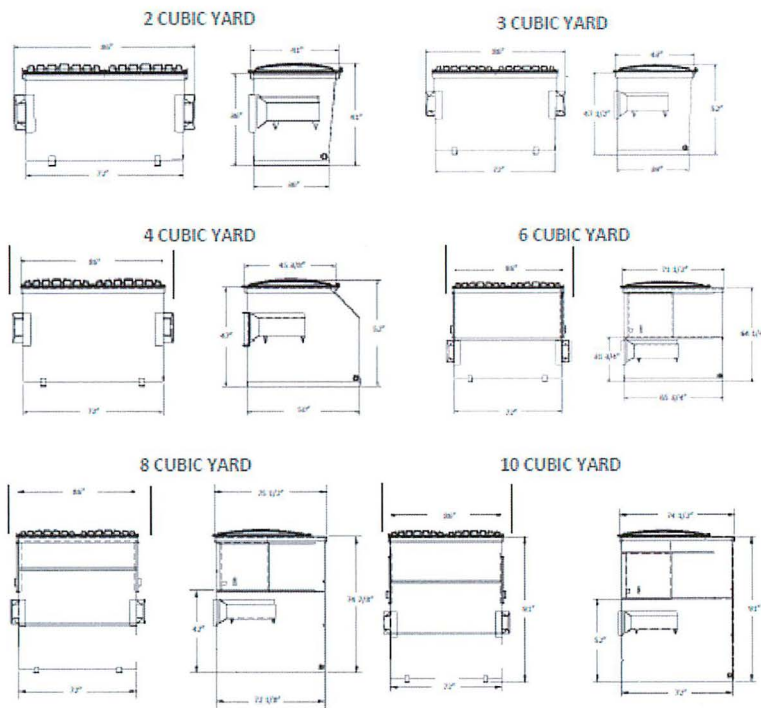
Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

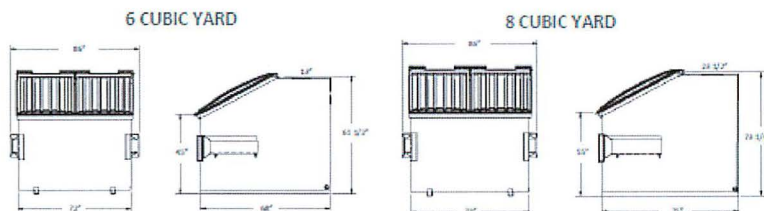
Waste Connections Lone Star
Page 120 of 159



Flattop Frontload



Slant Frontload



*Dimensions and specifications are nominal and subject to change

Standard Features

- 10 Gauge Floor
- 12 Gauge Sides
- 7 Gauge Pockets w/Flared Fork Pockets & Gussets
- Heavy Duty Front Bumpers
- Set of Single Wall Double Lip Poly Lids
- Two Floor Channels Capped at Front or Optional Set of 5 Ground Feet
- Inside of top tube continuously welded along front & 12" up sides to prevent material catching and liquid dripping down front of container
- 1 3/4" Drain with Foam Plug
- Primed Inside & Outside
- Enamel Based Paint Outside Any Color

Options

- Swivel, Rigid & Lockable Rubber, Phenolic or Polyurethane Casters
- Quick Release Caster Pads
- Custom Built Containers
- Heavy or Light Duty Specifications
- Rust Prevention Coating Application

DISTRIBUTED BY

16736 E. Hardy Rd. • Houston, TX 77032 • 713-742-5555 • www.boxgangmfg.com •



Follow us in FACEBOOK


Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 121 of 159

Exhibit C Conflict of Interest

In reference to the City of Dripping Springs 2020 Solid Waste RFP, Waste Connections Lone Star, Inc. meets all City and state ethics and conflicts of interest requirements.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Waste Connections Lone Star, Inc. Austin, TX United States		Certificate Number: 2020-605656	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Dripping Springs		Date Filed: 04/07/2020	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. RFP Solid Waste Solid Waste Collection and Disposal Services		Date Acknowledged:	
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is <u>John Harms</u> , and my date of birth is <u>06-24-1986</u>			
My address is <u>9904 FM 812</u> , <u>Austin</u> , <u>TX</u> , <u>78719</u> , <u>US</u> (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in <u>Travis</u> County, State of <u>Texas</u> , on the <u>7th</u> day of <u>April</u> , 20 <u>20</u> (month) (year)			
 Signature of authorized agent of contracting business entity (Declarant)			

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.3a6aaf7d

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 122 of 159

Exhibit D – Proposal Security & Performance Bond

BID BOND

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Waste Connections Lone Star, Inc., as
Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company, a corporation
duly organized under the laws of the State of Massachusetts as Surety, hereinafter called the Surety, are held and firmed
bound unto City of Dripping Springs, as Obligee, hereinafter called the
Obligee, in the sum of --- Five Thousand Dollars Even --- (\$5,000.00), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection and Disposal Services

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may
be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the
faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 26th day of March, 2020.

Samantha Gordon
(Witness)

Waste Connections Lone Star, Inc.
(Principal) (Seal)
BY: James M. Little, Executive VP (Title)
Liberty Mutual Insurance Company
(Surety) (Seal)

* SEE ATTACHED NOTARY ACKNOWLEDGMENT *
(Witness)

BY: A. Catherine Skeen
A. Catherine Skeen, Attorney-in-Fact

S-2343-1 (07-97)

Waste Connections Lone Star, Inc.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8201213-969099**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David W. Garese, Lisa Betancur, Robert J. Garese, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of those presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 7th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12573 LMC OCIC WAIC Multi Co_05/2018

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 124 of 159

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On March 26, 2020 before me, Alison Rachele Chambers Stubbs, Notary Public
(insert name and title of the officer)

personally appeared A. Catherine Skeen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)





Liberty Mutual **Surety**

March 26, 2020

City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

Re: Waste Connections Lone Star, Inc.
Solid Waste Collection and Disposal Services

To Whom It May Concern:

Waste Connections Lone Star, Inc. is a highly regarded client of Liberty Mutual Insurance Company for bonding purposes.

We understand that Waste Connections Lone Star, Inc. will be presenting a proposal to you for Solid Waste Collection and Disposal Services. If the proposal is accepted and Waste Connections Lone Star, Inc. is asked to post a Performance Bond, Liberty Mutual Insurance Company is prepared to issue this bond in an amount of \$15,000 per page 12 of the RFP, on our preferred, Annually Renewable Performance Bond form, a copy of which is attached for review.

If you have any questions about this fine client, please feel free to give me a call at 916.971.8843.

Sincerely,

Liberty Mutual Insurance Company

BY: 
A. Catherine Skeen, Attorney-In-Fact

Member of Liberty Mutual Group

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 126 of 159



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8201213-969099**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David W. Garese, Lisa Betancur, Robert J. Garese, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12373 LMC OCIC WAIC Murr Ch_062019

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 127 of 159

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On March 26, 2020 before me, Alison Rachele Chambers Stubbs, Notary Public
(insert name and title of the officer)

personally appeared A. Catherine Skeen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alison Rachele Chambers Stubbs (Seal)



Exhibit E – Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE:MM/DD/YYYY 08/20/2019																			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).</p>																							
PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA			AGENT PHONE (AC, No, Ed): (866) 283-7122 FAX No: (800) 363-0105 EXCESS																				
INSURED Waste Connections Lone Star, Inc. 3 Waterway Square Place, Suite 110 The Woodlands TX 77380 USA			INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td>Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C:</td> <td>ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>			INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Co of North America	43575	INSURER C:	ACE Property & Casualty Insurance Co.	20699	INSURER D:			INSURER E:			INSURER F:		
INSURER A:	ACE American Insurance Company	22667																					
INSURER B:	Indemnity Insurance Co of North America	43575																					
INSURER C:	ACE Property & Casualty Insurance Co.	20699																					
INSURER D:																							
INSURER E:																							
INSURER F:																							
COVERAGES CERTIFICATE NUMBER: 570077892702 REVISION NUMBER:																							
<p>THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <p>Limits shown are as requested</p>																							
INSR LTR	TYPE OF INSURANCE	ACORD 101 SUBR WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRODUCE <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		HD0G71571567	08/01/2019	08/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPROP AGG \$2,000,000																	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25301031	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)																	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X00G27614620005 SIR applies per policy terms & conditions	08/01/2019	08/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000																	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLCRC66042182 AOS WLCRC66042145 CA	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE-CA EMPLOYEE \$1,500,000 E.L. DISEASE-POLICY LIMIT \$1,500,000																	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Evidence of Insurance;																							
CERTIFICATE HOLDER Waste Connections Lone Star, Inc. 3 Waterway Square Place, Suite 110 The Woodlands TX 77380 USA			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Southwest Inc.																				

ACORD 25 (2016/03)

©1988-2015 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

Waste Connections Lone Star, Inc.

City of Dripping Springs
Solid Waste Services Agreement

Waste Connections Lone Star
Page 129 of 159

Exhibit F – Applicant/Contractor Exceptions to the RFP

Waste Connections Lone Star, Inc. (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the Request for Proposal – Solid Waste Collection and Disposal Services (“RFP”) issued by the City of Dripping Springs, Texas (the “City”). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to B. General Information, (4.3) Applicant Qualifications, requesting current financial statements. Contractor is a subsidiary of Waste Connections, Inc. (“WCN”). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission (“SEC”). Audited financial information is provided in WCN’s annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN’s periodic and annual filings are available online at www.sec.gov. Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial or confidential information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.
- Contractor takes exception to C. General Information as follows:
 - 8. Proposal Reservations & Evaluation
 - Contractor requests that the first paragraph be deleted in its entirety as Contractor’s proposed pricing is based upon being the exclusive provider of the commercial and residential solid waste collection services. The Contractor does not object to another entity being awarded the “Optional Work” as set forth in Section D(2).
 - 10. Contract Award
 - Contractor takes exception to the second sentence and requests that it be deleted in its entirety as Contractor’s proposed pricing is based upon being the exclusive provider of the commercial and residential solid waste collection services. The Contractor does not

object to another entity being awarded the “Optional Work” as set forth in Section D(2).

- In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the mutually agreeable contract between the CITY and Contractor:
 1. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
 2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the CITY and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the CITY, even if Contractor inadvertently collects or disposes of such Excluded Waste.
 3. The CITY must comply with any description of and/or procedures with respect to removal of contaminants as reasonably provided by Contractor. If the CITY fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement.

4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or CITY (excluding normal wear and tear), the CITY (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the CITY shall have care, custody and control of the equipment while at the service locations. The CITY shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. The CITY must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the CITY shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
8. If the CITY shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the CITY and the CITY has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the CITY written notice of such termination, which shall become effective upon receipt of such notice.
9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited

to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

REQUEST FOR PROPOSAL

Solid Waste Collection and Disposal Services

City of Dripping Springs, TX

with addendums 1, 2, and 3 issued 03.19.2020

**DUE DATE EXTENDED and ELECTRONIC SUBMISSION
ALLOWED (see Page 10)**

The City of Dripping Springs will receive sealed proposals for the following project:

PROJECT: Solid Waste Collection and Disposal Services

DUE DATE AND TIME: **Friday, April 17, 2020, 4:00 p.m.**

SUBMISSION LOCATION: City of Dripping Springs
Deputy City Administrator
511 Mercer Street
Dripping Springs, Texas 78620

Personal Delivery or U.S. Mail accepted.
No submissions by fax or email.

DEADLINE FOR INQUIRIES: **Wednesday, April 8, 2020, 5:00 p.m.**

TYPE OF WORK: Residential and Commercial waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant.

COSTS: The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment.

RECYCLING AND PRICE: The proposal shall include recycling options and pricing if a bid for basic service is provided.

Inquiries regarding this request must only be submitted in writing to Ginger Faught, Deputy City Administrator via e-mail at gfaught@cityofdrippingsprings.com with "RFP Solid Waste" in the subject line. Written requests from interested firms and written responses by

the City will be provided to all Applicants who have provided their contact information to Ginger Faught as an interested party. This is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City, except that bids may be submitted at City Hall with city staff.

TABLE OF CONTENTS

A.	PURPOSE.....	4
B.	GENERAL INFORMATION.....	5
1.	Applicant Requirements & Responsibilities.....	5
2.	Generation of Materials	6
3.	Community Benefits	6
4.	Applicant Qualifications.....	6
5.	Fees	7
6.	Applicant Certification.....	8
7.	Disqualification of Respondent.....	8
8.	Conflict of Interest	8
9.	Notice to Proceed	8
10.	Post-Award Conference	9
C.	DETAILED INFORMATION.....	9
1.	Compliance with Laws	9
2.	RFP Addendum.....	9
3.	Proposal Preparation	9
4.	Proposal Submission.....	10
5.	Changes or Alterations.....	11
6.	Submittal Clarification.....	11
7.	Proposal Holding Time.....	11
8.	Proposal Reservations & Evaluation	11
9.	Liability.....	11
10.	Contract Award.....	11
11.	Proposal Security	12
12.	Bonds & Insurance.....	12
13.	Name Use.....	12
14.	Bribery Clause	12
D.	PROPOSAL COST FORM	13
1.	Proposal Form	13
2.	Optional Work	15
3.	Once Per Week Solid Waste Collection and Disposal/Processing for Single Family Residences.....	16
E.	ADDENDA ACKNOWLEDGEMENT AND SIGNATURE	
1.	Individual	18
2.	Corporation	18
3.	Joint Venture/Partnership.....	19

A. PURPOSE

The City of Dripping Springs ("City") is requesting proposals from interested and qualified contractors ("Applicant") to provide the City with residential and commercial solid waste collection, transport, and disposal or processing ("Project") within the City and its island annexations ("Contract Area").

This is a proposal package for residential and commercial solid waste collection and disposal services for the City as publicly advertised in the newspaper and as posted on the city's website. All information required for preparing this proposal is included in this proposal package.

Applicants are invited to submit proposals in accordance with the requirements of this competitive sealed Request for Proposal ("RFP"). Please read the entire package before preparing your proposal.

The Applicant must return this document with all additional information required for proper analysis of the Applicant's response.

Applicants are requested to provide the following services for residential and commercial locations within the City and its island annexations.

1. Solid waste and bulky waste collection and disposal
2. Yard waste and brush collection and processing
3. Recycling

This RFP is intended to describe the services required to fulfill the City's needs, but not to describe or limit the technologies an Applicant may use to provide such services. Applicant represents, by submitting a proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services, and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. The City will expect and demand quality service from the successful Applicant at all times.

The City of Dripping Springs is a rapidly growing, environmentally aware community in the Texas Hill Country about 25 miles west of Austin. This beautiful Hill Country town offers majestic views, abundant wildlife, rolling hills, and rock bottom creeks. Approximately 3200 residents live within the city limits of Dripping Springs. There are about 1000 homes and 120 commercial businesses. Recycled materials are currently collected curbside at the customer's option. Applicants recognize that the amount of solid waste and number of households may vary.

B. GENERAL INFORMATION

1. Applicant Requirements & Responsibilities

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Dripping Springs. The City is interested in proposals from companies with a strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive, innovative, friendly, and committed to offering Dripping Springs residents quality service. The City desires a partnership, which recognizes quality management driven by value and a strong work ethic, not just “the bottom line”.

Specifically, the Applicant is required to:

1. Provide an efficient and economical weekly service of curbside collection of solid waste for all residential customers and efficient and economical service of curbside collection of solid waste for commercial customers for one or more collections per week based on the customer’s option within the City limits;
2. Transport solid waste within the City to the applicant’s designated disposal site which must be a properly licensed waste disposal facility collected from the following:
 - a. all residential and commercial customers;
 - b. city facilities including, but not limited to:
 - i. City Hall;
 - ii. Dripping Springs Ranch Park;
 - iii. Founders Memorial Park;
 - iv. Sports and Recreation Park;
 - v. Charro Ranch Park; and
 - vi. the Dripping Springs Wastewater Treatment Plant.
3. Provide an efficient and economical service of collection and transport of solid waste to the applicant’s designated disposal site, a properly licensed waste disposal facility, during special events including, but not limited to:
 - a. Founders Day;
 - b. Dripping Springs Fair and Rodeo; and
 - c. Christmas on Mercer.
4. Provide billing services;
5. Maintain positive communications with the City and the customer; and
6. Provide recycling services (curbside) and pricing for said services including if all customers receive and a second pricing structure for if it is at the option of the customer. City will decide at time of Contract whether such service shall be decided.

Specifically, it is the responsibility of the Applicant to:

1. Leave waste containers, including the lids, on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers, *i.e.*, if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter;
3. Maintain a consistent route schedule, kept on file with the City, so that customers can expect their garbage to be picked up at approximately the same time each day;

4. Inform the City Administrator or the City Administrator's designee of any event, including, but not limited to: equipment failure, manpower shortage, icy weather, and flood, which may delay the pick-up of solid waste by more than three (3) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority; and
7. Return to collect the waste or recyclables within a twenty-four (24) hour period after a missed pick-up.

2. Generation of Materials

Future increases or decreases in population, number of units, or volume of solid waste and other materials in the contract area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for proposal purposes, based on information provided with this RFP or derived from any other public information sources.

3. Community Benefits

The City also values the amount of community involvement, benefits, and sponsorships a provider is willing to agree to provide.

4. Applicant Qualifications

To demonstrate qualifications for performing the services required in this RFP and in the subsequent contract if awarded, each Applicant shall include, as a separate attachment to the Proposal Cost Form, the following items:

1. List of Applicant's experience with similar projects in Texas;
2. List of the addresses, phone numbers, and person of contact at 5 or more of the Applicant's current municipal or community customers, *i.e.* references;
3. Applicant's current financial statement;
4. Applicant's insurance coverage, showing coverage of at least:

Worker's compensation	Statutory minimum
Comprehensive and general public liability	\$ 1,000,000 per occurrence
Comprehensive and general public liability	\$ 1,000,000 aggregate
Property damage	\$ 1,000,000 per occurrence
Property damage	\$ 1,000,000 aggregate
Comprehensive auto liability - bodily injury	\$ 1,000,000 per occurrence
Comprehensive auto liability - bodily injury	\$ 500,000 per occurrence
5. List of Applicant's proposed management staff plus resume of the proposed project leaders;
6. Project organization chart;
7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
8. Evidence of Applicant's authority to conduct business in the State of Texas;
9. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;
10. Description of public relations and customer education;
11. Description of quality control methods, complaint management, and resolution procedures;

12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;
13. Terms for non-routine and holiday collection procedure and methods of customer notification;
14. Description of complimentary bulk collection;
15. Description of annual bulk collection at a central location;
16. Description of brush pickup;
17. Description of complimentary brush collection performed quarterly;
18. Description of recycling options and pricing for said options;
19. Description of roll-off or temporary solid waste collection options;
20. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;
21. Description of the containers to be provided, the time frame for their provision to new customers, and any related policies regarding distribution, replacements, and damage to containers.
22. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
23. Discussion of any complimentary or additional community benefits or sponsorships for City sponsored events or projects to improve the value taxpayers and City is receiving, enhancing the City and the taxpayer quality of life, or address special needs;
24. Discussion of complimentary services available for City sponsored events including but not limited to Founders Day, Dripping Springs Farmers Market, Dripping Springs Fair and Rodeo, and Christmas on Mercer;
25. Discussion of complimentary services available for City facilities, including but not limited to City Hall, Dripping Springs Ranch Park; Founders Memorial Park; Sports and Recreation Park; Charro Ranch Park; Veterans Memorial Park, and the Dripping Springs Wastewater Treatment Plant.
26. Discussion of methods for handling barriers to collection, including blocked streets;
27. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares;
28. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
29. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
30. Discussion of disposal and processing sites;
31. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
32. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;
33. Discussion of worker training and incentive; and
34. Information on charges to the City for unplanned brush and bulk item collection when contracted by the City in the course of performing emergency disaster response.

5. Fees

The franchise fee is a percentage of gross revenues in an amount set by city council on recommendation of the deputy city administrator for all fees collected from customers. The franchise fees will be remitted to the City on a quarterly basis. Sales taxes and franchise fees shall

not be included in the rates quoted. There shall be no additional fees not included in the rates quoted.

6. Applicant Certification

By the submission of the proposal, the Applicant certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

7. Disqualification of Respondent

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

1. Evidence of collusion among contractors;
2. Lobbying of City Council members, Mayor, or staff unless specifically designated as a contact;
3. Lack of competency as availed by either financial statements, experience or equipment statements as submitted, or other factors; or
4. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

8. Conflict of Interest

A statement indicating the respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the statement of qualifications. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. The Applicant shall also include its statement that it meets all City and state ethics and conflicts of interest requirements.

9. Notice to Proceed

The City intends to issue a notice to proceed within sixty (60) days after award of the contract, however such period of time is not binding. Failure to issue the notice to proceed shall not constitute a breach of the contract. The contract starting date is projected to be May 2, 2020.

Municipal residents are currently serviced by one solid waste collection provider pursuant to an exclusive franchise agreement. No interruption of existing service from the current provider to the

awarded bidder is permitted. Service transition must be coordinated between the two providers with the changeover occurring during the months of May and June 2020. Transition activities are those related but not limited to assuming customer accounts and related data; locating disposal sites and establishing disposal facilities; reviewing and modifying, if necessary, current routes; determining and developing new routes; soliciting employees; obtaining and/or setting up equipment (trucks, etc.); and establishing offices and customer service operations.

10. Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference along with the prospective job superintendent and any anticipated major subcontractors. A proposed implementation schedule shall be submitted to the Deputy City Administrator or the Administrator's designee in a form satisfactory to the Administrator or designee. The Applicant shall also provide at least two (2) local telephone numbers which may be used to contact the Applicant or their authorized representative in the event of an emergency after normal business hours. Upon receipt of the documentation identified as required during that conference, a notice to proceed will be issued by the Deputy City Administrator or Administrator's designee.

C. DETAILED INFORMATION

1. Compliance with Laws

Each Applicant shall examine the RFP and related solid waste franchise ordinance thoroughly and familiarize himself with all federal, state, and local laws, ordinances, and regulations, including, but not limited to, all rules, regulations, and the restrictive covenants governing the land within the City's jurisdiction, which may, in any manner, affect cost, progress, or performance of the described services.

2. RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes will be provided in the form of an addendum to all potential Applicants who have requested a RFP and who have provided their contact information to the Deputy City Administrator, Ginger Faught, as interested in the RFP. An addendum is not official unless it is prepared and distributed in writing by the City.

3. Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the proposal.

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the proposal and any written

clarification of same requested by the City and delivered to the Deputy City Administrator will become part of the final proposal for services.

4. Proposal Submission

1. Providers are required to bid on the basic service of refuse collection in order to be considered for one of the other services, *e.g.*, yard waste collection.
2. Providers are required to include recycling services bidding.
3. All Applicants must submit five (5) copies of the proposals for waste removal on the basis required for the Proposal Cost Forms and one (1) electronic copy on flash drive. Proposals may be submitted at City Hall with city staff. In lieu of paper submission, electronic submission to gfaught@cityofdrippingsprings.com is authorized.
4. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste Collection and Disposal" and the name, address, and telephone number of the Applicant clearly printed on the outside of the envelope. One original should be enclosed in each envelope. The envelope must not be see-through. An electronic copy of the proposal on a flash drive is also required. If electronic submission is used in lieu of paper submission, the bid proposal must be emailed to gfaught@cityofdrippingsprings.com in .pdf format with the subject line "Solid Waste RFP Proposal".
5. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns, or unless only one proposal is received before the proposal due date.
6. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the Deputy City Administrator on or before 4:00 p.m. on the date specified. Applicants shall be responsible for the actual delivery of proposals during business hours to the address indicated in this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled proposal submittal due date. In lieu of paper submission, electronic submission to gfaught@cityofdrippingsprings.com is authorized, but is still required in the time listed herein.

Mailing & Hand Delivery Addresses:

MAILING:

Attn: Deputy City Administrator
P.O. Box 384
Dripping Springs, TX 78620

HAND DELIVERY:

Attn: Deputy City Administrator
511 Mercer Street
Dripping Springs, TX 78620

Electronic Delivery Ginger Faught
gfaught@cityofdrippingsprings.com
"Solid Waste RFP Proposal"
PDF format

7. At the proposal submittal due date, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its proposal.

5. Changes or Alterations

Applicant may change or withdraw their proposal at any time prior to the proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted proposal shall be accepted and must be submitted as a complete, new proposal superseding and replacing the original proposal which will be considered withdrawn. The revised proposal shall be addressed in the same manner as the proposal and must be received by the City prior to the scheduled proposal submittal due date.

6. Submittal Clarification

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information from an Applicant.

7. Proposal Holding Time

The City may hold proposals for a period not to exceed one hundred and eighty (180) days from the proposal submittal due date for the purpose of reviewing proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from proposal opening.

8. Proposal Reservations & Evaluation

The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts, and to waive minor defects in proposals.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the contract will also be based on the qualifications of the Applicant and innovative and environmentally safe technologies proposed by the Applicant to meet RFP requirements.

Prompt payment discounts may be considered in determining cost. A minimum of fifteen (15) days must be allowed and offered for prompt payment discount in order to be considered in making an Award. Standard payment terms will otherwise be NET thirty (30) days after services are rendered.

9. Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a proposal.

10. Contract Award

The contract award, if issued, shall be made to the Applicant whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the proposal's validity. The contract award, if issued, shall be made by the City Council.

After the City's contract award, the City will provide the Applicant with contract documents. After proper contract execution, the Applicant shall return all required documents to the City.

11. Proposal Security

Each Applicant shall submit a proposal security in the amount of five thousand dollars (\$5,000) with each proposal. The proposal security shall be in the form of a cashier's check on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be made payable to the order of The City of Dripping Springs. In lieu of making a cash deposit, the Applicant may submit a proposal security in the amount of five thousand dollars (\$5,000) executed by a corporate surety acceptable to the City and licensed in Texas to execute such sureties. The proposal security will be returned immediately after a contract is awarded, negotiated, and signed. An irrevocable letter of credit on a bank or trust company insured by the FDIC and made payable to the order of the City of Dripping Springs for the amount of five thousand dollars (\$5,000) is also acceptable. Should an Applicant who is awarded the contract not complete the subsequent negotiation and/or signing steps of the process, the City shall collect and retain the Applicant's proposal security and may award the contract to the next best Applicant if any.

12. Bonds & Insurance

The general conditions of the contract documents will require payment and performance bonds and insurance certificates to be furnished with the executed contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the contract document. The performance bond at the time of execution of the contract shall be in the amount of fifteen thousand dollars (\$15,000).

13. Name Use

No Applicant advertising, sales promotion, or other publicity materials may mention information obtained from this proposal or imply the name of the City of Dripping Springs, without prior express written permission.

14. Bribery Clause

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

D. PROPOSAL COST FORM

1. Proposal Form

PROPOSAL FORM FOR:

Waste Connections Lone Star, Inc.

(Print or type Applicant Name)

The undersigned Applicant agrees, if this proposal is accepted, to enter into a contract with the City of Dripping Springs ("the City") to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants if any of the City.

Applicant declares that no person(s) or entity(ies) other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this proposal, or in any portion of the profit to be derived therefrom, or employed in any way by an owner of any interest in Applicant.

This proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to award this contract based upon the proposal which is deemed to be in the City's best interest. The City reserves the right to accept the proposal in whole or part. The term for the operations agreement is three (3) years with two (2) one-year optional extensions. A different term can be negotiated if found to be in the best interest of the City.

In submitting this proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda if any, and the contract documents;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or encountered in the performance of the work; and
6. Has made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

Applicant agrees as follows:

1. That this proposal shall remain open and may not be withdrawn for the time period set forth in the RFP;
2. That all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their proposal security are accepted; and

3. That upon acceptance of the contract, they will execute a contract and will furnish the required performance bond, payment bond, and insurance certificates as set forth in the attached contract documents.

In accordance with the above understandings and agreements, Applicants will complete the work for the following in the contract area consisting of single and multi-family residential and commercial customers.

Prices shall also include all applicable federal, state, and county taxes for the following:

1. Solid waste collection
2. Yard waste collection
3. Disposal or processing fees
4. Bulky waste collection
5. Recycling (curbside)
6. Brush collection

Additional collection units and hourly work made part of the contract after contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since contract execution. The City may choose not to utilize any or all of the additional work.

2. Optional Work

Three (3) Person Crew and Truck

Provided within 24 hours of request \$ 350.00 /hour

Provided more than 24 hours after requested \$ 275.00 /hour

Dumpster, including delivery, pickup, and disposal \$ 324.00 /each

Roll-Off Container, including delivery, pick up, and disposal (indicate size: 20, 30, or 40 cubic yards) \$ 449.00 /each

Portable Toilets \$ no bid /each

3. Once Per Week Solid Waste Collection and Disposal/Processing for Single Family Residences

On an additional page, please describe the method of collection to be used for single family residences, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

	Item Description	(A) Est. # of Units	Once per Week Refuse Collection			Size of Container
			(B) Cost per Unit	(AxB) Cost per Month	(AxBx12) Estimated Annual Cost	
1.	Solid Waste Collection	1,025	\$8.48	\$8,692.00	\$104,304.00	95 gallon
2.	Yard Waste Collection	1,025	Included with Solid Waste proposal	\$0.00	\$0.00	
3.	Disposal Fees	N/A	Included with Solid Waste proposal	\$0.00	\$0.00	
4.	Bulky Waste Collection	1,025	Included with Solid Waste proposal	\$0.00	\$0.00	
5.	Recycling (curb-side) optional	737	\$5.50	\$4,053.56	\$48,642.00	95 gallon
6.	Recycling (curbside) all customers	1,025	\$5.00	\$5,125.00	\$61,500.00	95 gallon
7.	Brush Collection	1,025	Included with Solid Waste proposal	\$0.00	\$0.00	
Total Annual Gross Proposal (Annual Contract Sum; Sum of Items 1 – 7 Cost Per Year) – Option 1: Recycling Optional					\$152,946.00	
Total Annual Gross Proposal (Annual Contract Sum; Sum of Items 1 – 7 Cost Per Year) – Option 2: Recycling for All Customers					\$165,804.00	

*The Total Estimate Annual Cost will vary depending on whether City chooses to keep Recycling services as optional or required for City residents. Therefore, two Totals are presented to reflect either of the two proposed Recycle service options.

4. Solid Waste Collection and Disposal/Processing for Multi-Family Residence and Commercial Locations

On an additional page, please describe the method of collection to be used for multi-family residences and commercial locations, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

Item	Size of Dumpster (CY)	# of Dumpsters	Frequency of Collection (per week)	Monthly Cost	Annual Cost (Monthly Cost x 12)
Refuse Collection and Disposal	2 CY	TBD	1	\$68.79	\$825.48
	3 CY	TBD		\$91.05	\$1,092.60
	4 CY	TBD		\$117.36	\$1,408.32
	6 CY	TBD		\$139.61	\$1,675.32
	8 CY	TBD		\$161.87	\$1,942.44
	10 CY	TBD		\$192.22	\$2,306.64
Refuse Collection and Disposal	2 CY	TBD	2	\$137.59	\$1,651.08
	3 CY	TBD		\$182.10	\$2,185.20
	4 CY	TBD		\$226.62	\$2,719.44
	6 CY	TBD		\$267.08	\$3,204.96
	8 CY	TBD		\$323.74	\$3,884.88
	10 CY	TBD		\$384.44	\$4,613.28
Refuse Collection and Disposal	2 CY	TBD	3	\$206.37	\$2,476.44
	3 CY	TBD		\$273.15	\$3,277.80
	4 CY	TBD		\$327.79	\$3,933.48
	6 CY	TBD		\$382.42	\$4,589.04
	8 CY	TBD		\$461.33	\$5,535.96
	10 CY	TBD		\$576.66	\$6,919.92
Refuse Collection and Disposal – One (1) Additional Collection per Week	2 CY			\$55.03	\$660.38
	3 CY			\$72.84	\$874.08
	4 CY			\$93.89	\$1,126.66
	6 CY			\$111.69	\$1,340.26
	8 CY			\$129.50	\$1,553.95
	10 CY			\$153.78	\$1,845.31

*WC's proposed addition of Commercial Recycling Dumpster Collection Services is offered at the same rate schedule as listed for Commercial Solid Waste Collection Services above.

**Number of Dumpsters outlined in proposal is TBD because the expected impact from WC's proposed Waste Audit, which will take place during the transition project, results in changes in service levels for many City of Dripping Springs commercial customers.

E. ADDENDA ACKNOWLEDGEMENT AND SIGNATURE

Applicant acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this proposal.

Addendum No: 1, 2, and 3

Date Received: March 19, 2020

The following documents are attached to and made a condition of this proposal.

1. Proposal security in the amount of five thousand dollars (\$5,000).
2. A list of subcontractors and other persons and organizations required to be identified in this proposal.
3. Applicant qualifications.

The terms used in this proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

1. Individual

Signature:



Printed Name:

John Harris

Title:

District Manager

Business Address:

9904 FM 812, Austin, TX 78719

Phone Number:

512-282-3508

Date:

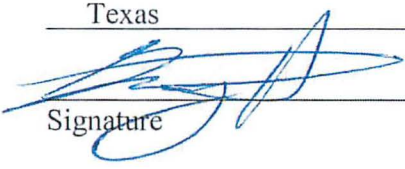
April 15, 2020

2. Corporation

Name of Corporation:

Waste Connections Lone Star, Inc.

State of Incorporation: Texas

Secretary Attest 
Signature

Printed Name: Greg Hee

License or Registration Number: Federal Tax ID: 75-2545116

Doing business as: _____

Business Address: 9904 FM 812, Austin, TX 78719

Phone Number: 512-282-3508

Date: April 15, 2020

3. Joint Venture/Partnership

Name of Joint Venture/Partnership: _____

Printed Name: _____

Title: _____

Secretary Attest: _____
Signature

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

City of Dripping Springs: RFP Solid Waste Services-- Response #1 to Questions March 13, 2020

Answers are in Red.

- 1) In order for Waste Management to fully analyze, prepare and receive approval for necessary capital and equipment, we would need a minimum of at least another 14 days to make a well-researched and competitive bid. Therefore, we are requesting that the bid due date be pushed back to at least Friday, April 10, 2020. **A decision will be made on Monday, March 16th regarding an extension.**
- 2) Upon reviewing the RFP documents, there does not appear to be a clear start date for services. Can you please provide the start date that services would begin for the city? **The start date will be negotiated with the selected vendor and is anticipated to be within the next 60-90 days.**
- 3) To accurately assess capital costs and route times for commercial customers, can you please provide a detailed list of the number of commercial customers, the size of container at each location and the service frequency of each container? **See document spreadsheet also linked after this document.**
- 4) Can you please clarify how both the residential and commercial customers will be billed? (summary or individual) **The selected vendor will be responsible for billing the customers individually.**
- 5) Can you please clarify if temporary and permanent roll off services are going to be part of the exclusive franchise or if they will be excluded? **While pricing is desired for all types of roll-off dumpsters, it is expected that the franchise ordinance will exclude temporary roll-off dumpsters.**

Dripping Springs RFP
Questions for submission

1. Are service day maps for residential customers available? (City boundaries and Island Annexations), If yes, can they be provided? Providing service day maps would help in preventing any service days changes for current customers. Here is a link to the City's most recent map: http://www.cityofdrippingsprings.com/upload/page/0062/City%20Limits%20Map_04.09.19.pdf
2. Regarding the yard waste and brush collection, is it the expectation that this material will be collected separately from the trash and diverted to a compost processor? The City is open to a variety of options. Please put your expected plan with pricing in your bid response.
3. Can the yard waste and brush be collected with the trash and disposed of in the landfill? The City is open to a variety of options. Please put your expected plan with pricing in your bid response.
4. The RFP states that "Approximately 3200 residents live within the city limits of Dripping Springs. There are about 1,000 homes and 120 commercial businesses." Do these residential figures include houses in the Island Annexations? If no, what is the estimated number of residential units in the Island Annexations? This number includes the residents in the City's island annexations.
5. Is there an expectation to offer a multiday service option for residential customers (B.1.1 – pg. 4)? Does the current vendor provide multiday service option for residential customers? The City's current vendor provides weekly service to its customers and the City is looking for any future vendor to do likewise. You may submit a separate pricing structure for multiple pickups per week if you desire to do so, but weekly pickup pricing is required.
6. There is no mention of cart sizes for the Trash and Recycling. Will these be 95-gallon carts? Please provide your cart sizes with your bid.
7. The recycling collection is not defined. Standard industry practice is every other week collection. Please state the criteria (weekly or EOW) that will be applied for pricing this service? Either weekly or EOW is acceptable. Please include frequency of pickup with your bid on recycling.
8. What type of containers are required for the City facilities listed in 1.2.B.i.-vi. (pg. 4)? What is the frequency of service for these locations? Please see the attached spreadsheet for a list of all City owned locations that are services that are currently being serviced and the frequency.
2. What type of containers (dumpsters/carts) and services are required for the special events listed in 1.3.a.-c. (pg. 4)? Will the contractor be providing only the containers for the event (such as temporary dumpsters) or will there be a requirement to provide carts during the event to facilitate the movement of material from throughout the event to the collection containers? How many containers are typically needed? Founders Day roll offs include (10) 40yd dumpsters serviced delivered on Thursday before the parade and removed the following Sunday.

Additionally, 100 cardboard event boxes are provided for collection of recyclables during the Founders Day event. Christmas on Mercer requires (1) 30yd roll off, delivery and final haul around that event as well.

9. What is the expected response time for issues other than a missed pick-up? -ie: cart swap, cart delivery, etc. (B.1.5 – pg 5). The standard is up to 48 business hours.
10. What constitutes a missed pick-up? (B.1.7 – pg. 5) When the cart is accessible, but the trash is not picked up.
11. What sponsorship opportunities are available for consideration? Sponsorship opportunities are at your discretion per your bid, however, they could include sponsorship for city events, city parks, or other community benefits that benefit the residents of Dripping Springs. We encourage each bidder to be creative in proposals on how they would like to benefit the community.
12. Item 4.14 – Description of complimentary bulk collection. What is currently being offered/provided under the current contract? Is this for residential customers only? What is the expectation regarding this service? It is for residential customers and is performed on a quarterly basis. A limitation on cubic yards per residence should be part of the bidding form to be enforced.
13. Does the current vendor provide Valet, backdoor or at the door services for residential customers with health or disabilities? If so, how many customers have this service? The expectation is accommodation, and the Contractor and customer can work together to pick the best accommodation.
14. Item 4.15 – Description of annual bulk collection at a central location. What is currently being offered/provided under the current contract? Is this for residential customers only? What is the expectation regarding this service? The City does not currently have this as a part of its collection but would like to add this service. Please include it in your bid with any restrictions you would include.
15. Would the City be open to curbside collection of annual bulk in lieu of a central location? Yes, please put this option in your proposal if you would like to offer this service in this manner.
16. Item 4.17 – Description of complimentary brush collection performed quarterly. Is this for residential customers only? Is the expectation that this material will be collected separately from the trash and taken to a compost processor? This is only for residential currently and occurs quarterly. Your bid should include any limitations in bundle lengths, pounds, and cubic yards if any.
17. Can we please confirm the number of residential trash and recycling carts currently being utilized to service the existing contract (B.4.21 – pg. 6)? See attached spreadsheet.

18. What is the current franchise fee percentage? 7%, but this is subject to change by ordinance at any time.
19. The RFP states that "The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts..." (8. Proposal Reservations & Evaluation - pg. 10) and "The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received." (10. Contract Award - pg. 10). Two questions:
- Should the city award the contract to multiple vendors will there then be no franchise tax applied to the gross revenues (5. Fees – pg. 6-7)? We will determine the appropriate franchise amount if this situation occurs.
 - Please describe what would be the "separate identifiable parts" Identifiable parts could include residential, commercial, or temporary waste collection. Please provide full information on bid as required in bid document.
20. Please provide the franchise ordinance referenced in C.1. under Detailed Information – Compliance with Laws (pg. 8) The ordinance is available here: https://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=drippingspringsset&collection=drippingsprings&doccode=z2Code_z20000417. This ordinance is currently under review.
21. Please provide any relevant City legal requirements and restrictive covenants (D. Proposal Cost Form 1.3. – pg. 12) See above for solid waste.
22. Page 13 (last paragraph) – "Additional collections units and hourly work made part of the contract..."
- What is the definition of a collection unit? Based on your bid units for different types of containers. Please include what a collection unit you would use to estimate cost.
 - What hourly work would be requested? Emergency or events that are not otherwise covered by the Agreement.
 - What is currently being offered/provided under the current contract? The City has not had to utilize this in its current contract.
23. Page 14 – Optional Work
- What is currently being offered/provided under the current contract? Under the current contract, recycling is optional and additional pickups for commercial properties are allowed.
 - Portable toilets are listed. Are these to be provided for City sponsored events by the vendor? No, it is not required for city-sponsored events, but please provide a quote if you were to provide this service at events or upon other request.
24. The bid sheet for the Multi-family Residence and Commercial locations does not indicate a bid is necessary for recycling. Is recycling not being offered to these customers? It is not required, but the City would review any quote for recycling in these locations.
25. What constitutes a Multi-family Residence (e.g. duplex, triplex, fourplex, apartment complex)? This is dependent on whether the property requests a dumpster or individual carts for its lessees or owners.

26. What materials are currently accepted in the City's recycling program? Newsprint, cardboard, aluminum, tin, glass, steel cans, and plastic (1-7).
27. What materials are currently accepted in the City's recycling program? Recyclable materials accepted include paper including mixed paper, office paper, old newspapers, magazines, and phone books and cardboard products including old corrugated containers, dry food boxes, beer and soda carriers. Plastics accepted include items rated #1 through #7 such as bottles, containers, jars, and jugs. Glass items accepted include food and beverage bottles, containers, jugs, and jars with or without paper labels, rings, and lids. Glass of all colors is accepted. Recyclable metals include aluminum, tin, and steel items such as food and beverage containers, metal cans or lids.
- 28.

Please see the questions received below and responses in RED.

1. I ran into a potential point of confusion in the RFP document.
 - a. Section 5 Fees on pages 7 and 8 states: "Sales taxes and franchise fees shall not be included in the rates quoted."
 - b. Later on Exhibit D page 14 states: "Prices shall also include all applicable federal, state, and county taxes."

Would you take a look and let us know which method of proposed pricing is preferred (with or without tax and franchise fees)? The City would like pricing that includes all taxes paid by the provider other than city and state sales taxes and franchise fees. For example, any other taxes would be considered part of the cost, but sales taxes should be left off the price.

2. I did not find any mention in the RFP of specific volume-based service requirements for Solid Waste Collection. The current contract with the City includes weekly collection of up to 5-30 gallon bags for trash collection, in addition the 95-gallon cart contents. Is there a specific requirement that the City desires or is it intended to be relatively open-ended for the Applicants to propose? The City is looking for a proposal by the provider including cart size and any other possible volume based services.

Please see the questions received below and responses in RED.

1. The commercial account spreadsheet that y'all sent over has 2, 3, 4, 6 and 8 cubic yard containers going up to 6 times per week, but the pricing matrix in the RFP only has space for 3 sizes of containers and up to 3 times per week service. Should I just duplicate the matrix so all our the current commercial services fit?

Please fill out the form as provided, but feel free to provide additional information as an addendum to the City's forms.

2. Also, given that there are currently sizes larger than 6 cubic yards (the largest rear load container size) on the ground in the City, can I assume that Front Load containers (like the City has now) is being required?

Please provide information and pricing on the equipment that you have available and that is adequate to fulfill the requirements of the RFP requests.

1 of 1

Version V1.1.3a6aaf7d

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Waste Connections Lone Star, Inc.
Austin, TX United States

Certificate Number:
2020-639074

Date Filed:
07/01/2020

Date Acknowledged:
07/02/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WCLS06242020
Residential and commercial solid waste and recycle collection services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)