

REQUEST FOR PROPOSALS

TITLE:

**Solid Waste and Recycling Services
Town of Johnstown, Colorado**

ISSUED ON: 5/14/2021

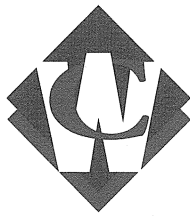
PROPOSALS DUE: 6/3/2021

TENTATIVE AWARD DATE: 6/21/2021

**COMPLETE PROPOSAL CAN BE FOUND ON
<https://johnstown.colorado.gov>**

Address:
450 South Parish Ave
Johnstown, CO 80534

RFP Contact: Ellen Hilbig – Deputy Public Works Director
Email Address: ehilbig@townofjohnstown.com
Telephone Number: 970-578-9619



WASTE CONNECTIONS
OF COLORADO
Connect with the Future®

Solid Waste and Recycling Services
Town of Johnstown, Colorado

Waste Connections of Colorado



1. Cover Letter:

Company Information

Waste Connections is an international company operating in 45 states and 5 Provinces across the United States and Canada. While our American based headquarters is in Houston, TX, Waste Connections is different from any other national hauler as we are a decentralized company. All WC locations operate as a local company within their respective markets. Local management and decision making, local customer service department, local dispatch and local account managers are in place to ensure the local community is serviced the best and safest way. Our communities and customers feel this provides the best of both worlds for them, a local company with the financial backing of a \$5B operation which enables us to purchase and maintain the equipment needed to successfully service and manage cities across the country like Johnstown, CO.

We believe the solid waste service business is a local business managed by professionals living and working in the communities we serve. We strive to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first.

Waste Connections of Colorado currently provides service to over 200,000 households and over 10,000 commercial customers in the Denver metropolitan area, making Waste Connections of Colorado one of the Region's largest providers of solid waste and recycling removal.

Our Core Values Define How We Operate

- **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.
- **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. 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, effective manner, showing respect for those we are fortunate to serve.
- **To be 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. We strive to embody a work hard, play harder culture.
- **To be the Premier Waste Services Company in the U.S. and Canada:** We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in. We remain a "different breed."

Safety First Culture:

Waste Connections job is simple. Our Job is to be safe...and we will pick up your trash and recycling while doing it!!! Waste Connections of Colorado purposefully does not have a safety officer, or similar employee whose job it is to monitor safety. One person is not responsible for safety...

EVERYBODY is responsible for safety...that is how Waste Connections approaches safety.

At Waste Connections, Safety is our #1 Operating Value. We believe that safety is the responsibility of each and every employee; it is engrained in our culture. Our success has been driven by the development of our managers and supervisors into Servant Leaders and our ability to instill this commitment based safety-driven culture across our broader employee base. Servant Leaders are accountable to employees for each employee's success at work and beyond; safety is an integral component of this commitment. The strong relationship between Servant Leader and employee enables us to utilize observations and tools to develop an employee risk-profile ranking and to facilitate effective communication and behavior coaching. Put simply, the focus on safety is but one of the ways that we invest in our most important asset- our people.

Embracing our safety-focused, Servant Leadership-driven culture has reduced incident frequency by 70% over our 20 year history. We obsessively strive for ZERO incidents and are most proud of this accomplishment given its positive impacts on our employees, customers and the communities in which we live and work.

Principal contact person for this RFP is Jeff Stewart. Jeff is Waste Connections Division Sales Manager and he is located at the following:

5500 Franklin Street
Denver, CO 80216
(O)720-382-7883
(M)719-492-1013
jeffst@wcnx.org
wcdenver.com

- 2. **Contract:** See Attached
- 3. **RFP Exceptions:** None
- 4. **Use of Subcontractors/Partners:** Waste Connections will not utilize subcontractors

5. Company Information:

- a. Waste Connections of Colorado
5500 Franklin Street, Denver CO, 80216
303-288-2100

Division Vice President	Aaron Bradley	12 Years Waste Experience
Division Controller	Scot Costar	20 Years Waste Experience
District Manager	Ty Tostenson	10 Years Waste Experience
District Controller	Rebecca Robnett	8 Years Waste Experience
Division Sales Manager	Jeff Stewart	15 Years Waste Experience
Operations Manager	Joe Carillo	23 Years Waste Experience
- b. Waste Connections of Colorado was incorporated in 1999. Waste Connections of Colorado began providing residential trash and recycle, commercial and roll off services at this time of incorporation.
- c. Waste Connections of Colorado has never done business with the Town of Johnstown.
- d. Waste Connections of Colorado provides the following services at our multiple sites in the Denver Metro Area:
Residential curbside collection of waste and single stream recycling utilizing Automatic Side Load, Rear Load and front load applications.
Commercial waste and single stream recycling collection utilizing Front Load and Rear Load applications.
Industrial, Commercial and Residential Roll Off service for both waste and recycle materials.
Post Collection services utilizing Landfills and Transfer Stations. Front Range Landfill, Erie CO, Sedalia Landfill, Sedalia CO and Jordan Road Transfer Station, Centennial CO.
- e. Waste Connections of Colorado has no plans to sell or merge.
- f. Waste Connections of Colorado has not been party to any lawsuits or litigation in the last three years.

6. Evaluation Criteria #1 – Approach to Scope

- a. **Residential Curbside Waste and Single Stream Recycle Collection:** Waste Connections will provide weekly curbside waste collection to Johnstown. The Town will be serviced over the course of five days a week for waste. Auto Side Load trucks will be utilized for this service. Waste Connections will provide 96 & 64 gallon carts for this service. Waste Connections will dispose of waste at our landfill, Front Range Landfill in Erie, CO. Our landfill is a waste to energy landfill which provides electricity to thousands of homes through the grid. Waste Connections will also provide every other week curbside single stream recycle service. This will also be over a five day a week period. Residents will have both waste and recycle service on the same day as to minimize confusion. The

recycle will be serviced using an Auto Side Load truck as well. Waste Connections will provide 96 gallon carts for this service. The recycle material will be taken to Eco Cycle MRF in Boulder, CO for processing.

Yard Waste Collection or Compost: Waste Connections of Colorado will not be offering this service.

Large Item/Bulk Waste Pickup: Waste Connections will provide large item removal to the residents of Johnstown. The residents will either call or email their request and item(s) needing removal. Waste Connections will remove requested items and bill the individual. The bulk items do not include white goods, hazardous materials and tires.

Emergency and Disaster Services: Waste Connections will accommodate the Town during these unfortunate times. Waste Connections is committed to building and strengthening the partnership with Johnstown by being the expert for waste removal.

Town Sanctioned Events: Waste Connections is well versed in providing services for cleanups, Christmas tree removal and special events. Communication and coordination is key to the success of these events. The single point of contact we provide the Town will work to ensure these events are seamless in their implementation and completion.

Services for Facilities: Waste Connections will provide Commercial services at the Town facilities utilizing a front load truck for the commercial bins being serviced one time per week.

Customer Service: Currently Waste Connections of Colorado employs 28 highly trained Customer Service Representatives (CSR's). All of our representatives would be trained to answer questions specific to Johnstown's program. All of our CSR's are housed in our call center in Henderson, CO. The hours of operation are M-F 7:30 am to 5:00 pm.

Waste Connections utilizes a secret shopper program, Tooty, to ensure our CSR's are consistently delivering our goal of "world class" customer service.

Waste Connections is committed to having live CSR's answer calls, during regular business hours, from the Town to ensure all issues and questions are resolved in a 24 hour window. Waste Connections will provide a Johnstown specific email address for customers to inquire as well. This will be checked routinely with 24 hour resolution provided as well.

Waste Connections has the equipment to record calls for training and will provide as needed. Waste Connections will also log all calls pertaining to Johnstown and provide documentation with the call's outcome. This information will be made available at any time that it is requested by the Town.

Waste Connections would provide the Town and its residents a web site communicating program details, answers to commonly asked questions, and a complete comprehensive list of cart sizes, prices, accepted recycling materials and best practices.

Please visit the link below for an example of a web site:

<https://papillion-sanitation.com/yourcartplaysapart/>

Waste Connections would work hand in hand with the Town to develop a program that would meet the needs and requirements desired by the Town and one that would benefit the residents.

The Town would also have a single point of contact, Jeff Stewart, who would be responsible for the implementation of the program, special events, education and attendance at City Council meetings or other Town functions as needed or desired. By having a single point of contact we maintain accountability to the Town while ensuring communication is always a priority.

Waste Connections would utilize our own App, Recollect. This application allows the customer to see when their next service day is for waste and recycle; it also reports weather issues and other information pertinent to the customer's service.

Reporting: Each municipality has their own specifications for reporting and the information they require and need. Waste Connections will work with Johnstown to provide the information needed to meet their needs in an electronic format that has the end user in mind for ease. Waste Connections will provide monthly, quarterly and yearly reporting and any other special requests made by the Town.

- b. Deliverables/Timeline:** Upon being awarded the agreement for Johnstown in June, Waste Connections will have a Town approved flyer ready to mail and email to residents introducing Waste Connections and the scope of service, contact info, container info, recyclable materials, pricing, etc... This will be made available July 15th. Waste Connections would ask that the town have the breakdown on cart selection (96 vs 64 gallon) available by July 1st to allow enough time to have adequate inventory. A second flyer/welcome packet will be sent the first week of August allowing for residents to sign up for Recollect app, notifying them of their service days and to schedule second container delivery and set up billing for this service. Also a schedule for cart delivery will be on this flyer as well. Carts will be delivered to residents the week of August 23-27. The carts will be delivered to the residents on their service days to ensure they have an empty container to utilize for services beginning the following week.

7. Company and Personnel

Jeff Stewart	District Sales Manager	15 Years Waste Experience
Single point of contact		
Joe Carillo	Operations Manager	23 Years Waste Experience
Manage operations team for service delivery (drivers, mechanics, dispatch)		
Josh Lopez	Residential Supervisor	6 Years Waste Experience
Direct supervision with drivers for both waste and recycle		
Nadine Weber	Customer Service Manager	8 Years Waste Experience
Supervises CSR's, provides reporting as well as info for Town		
Stephanie Sena	Office Manager	9 Years Waste Experience
Manages our billing department		
Kellie Miles	Dispatch	15 Years Waste Experience
Directs and coordinates the movement of trucks and routing		

The day to day contact for the Town will be Jeff Stewart. Waste Connections provides a single point of contact to ensure an ease of conducting business and communication.

Waste Connections of Colorado has performed the services requested in the RFP for the past 22 years in this market.

References:

City of Dacono, CO
Jordan Eichel, Assistant City Manager
303-833-2317 X 130
jeichel@cityofdacono.com
Curbside waste and recycle service

Town of Frederick, CO
Kent VanDyne, Public Works Director
720-382-5801
kvandyne@frederickco.gov
Curbside waste and recycle service

City of Lone Tree, CO
Justin Schmitz P.E., Director of Public Works and Mobility
720-509-1244
Justin.schmitz@cityoflonetree.com
Curbside waste and recycle service

Disaster Plan: Waste Connections of Colorado provides a level of service to encounter any issue that may arise. We are located in close proximity to Johnstown to ensure we can provide the necessary equipment and personnel needed in emergencies. Our flexibility and nimbleness allow for us to provide unprecedented service in a time of need. The Town will communicate with the people assigned as they are cross trained to handle any issues that arise.

8. Value/Cost of Efforts:

Program:

Option 1:	96 gallon waste/96 gallon recycle	\$12.90/month
Option 2:	64 gallon waste/96 gallon recycle	\$10.90/month

Additional Container Sales Program:

Waste Connections will provide resident an additional cart at no charge for the cart and will invoice the resident directly \$4.00/month for the servicing of the additional cart.

Yard Waste Collection or Compost:

Waste Connections will not offer this service

Large Item/Bulk Waste Pickup:

Costs for large item pickup are \$15.00/item. The items do not include white goods, hazardous materials and tires. Residents will call in to schedule and pay for this service

Services for Town:

Spring Cleanup Event
No charge to Town

Curbside Christmas Tree Pick-Up
No charge to Town

Waste and Recycling Containers for Special Events

Roll Off \$260/haul \$35/ton over 5 ton allowance \$150/delivery

Town Facilities

Town Hall	3 yard waste	\$95/month	3 yard recycle	\$95/month
Senior Center	3 yard waste	\$95/month	2 96 gallon rec	\$0/month
Town Museum	96 gallon waste	\$12.90/month	96 gallon rec	\$0/month
Public Works	30 yard roll off	\$260/haul	\$35/ton over 5 ton allowance	
	3 yard recycle			\$95/month
Police Dept	3 yard waste	\$95/month	3 yard rec	\$95/month
Cemetery	3 yard waste	\$95/month		
Treatment Plant	3 yard waste	\$95/month	3 yard rec	\$95/month

Pricing: All rates are firm for twelve months with increases predicated on the lessor of 3% or the Denver/Boulder CPI.

In closing, Waste Connections of Colorado is excited with the prospect of partnering with Johnstown and providing the safest and most efficient waste and recycle program for its residents. The talent of Waste Connections coupled with our commitment to "world class" customer service will be evident from the time the agreement is signed. I look forward to further discussing the advantages of partnering with Waste Connections.

Sincerely,



Jeff Stewart

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this 1st day of July 2020 (the "Effective Date") by and between the [REDACTED] Colorado, a Colorado municipal corporation (the "Town") and Waste Connections of Colorado, Inc. ("Contractor").

WHEREAS, The Town desires to engage the services of Contractor to provide the service more fully described on Exhibit A; and

WHEREAS, the Contractor wishes to become associated with the Town as an independent contractor; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. Town is a municipal corporation located in [REDACTED] Colorado.

1.02 Contractor. Contractor is a private, independent business who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.

1.03 Intent of the Parties. By this Agreement, Town and Contractor intend for Contractor to be an independent contractor in relationship to the Town and not the Town's employee. Consequently, Contractor will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on January 1, 2020, and shall remain in effect for a period of twenty-four (24) months unless sooner terminated as herein provided. This Agreement may be extended for up to three (3) additional one-year periods upon the terms reflected in Exhibit A, subject to written agreement of the parties and annual appropriation by the Town.

2.02 Holdover. Should the Contractor hold over and continue providing services after the expiration of this Agreement, without the Town's consent, it shall not be deemed or construed to be a renewal or an extension of this Agreement, but shall only operate to create a month to month contract which may be terminated by the Town at the end of any month upon thirty days' prior written notice to the Contractor.

2.03 Non-appropriation. No part of this Agreement shall be construed as creating

"multiple fiscal year obligations" as that term is defined by Article X, Section 20 of the Colorado Constitution. This Agreement may be terminated, without penalty, by the Town affirmatively declaring that it will not appropriate sufficient funds for the upcoming year. Notice of termination due to non-appropriation shall be provided no later than November 1, and shall be effective at the end of the fiscal year in which such notice was provided.

2.04 Background Check. The Town may, at its' sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

2.05 Penalties. Penalties may be levied if documented in an incident report presented by the Town to Contractor. Penalties will be deducted from the monthly payment made by the Town to Contractor. Disagreements will be subject to the review and resolution procedures provided in the Agreement. The Town reserves the right to make periodic, unscheduled inspection visits to determine Contractor's compliance with the Agreement. Penalties may include, but are not limited to, the following amounts for the following acts or omissions:

Action or Omission	Penalties
Commencement of residential collection prior to 7 a.m. or continuance after 7 p.m. except as expressly permitted;	\$200 per incident (each truck on each route is a separate incident);
Failure to collect spilled materials;	Twice the cost of cleanup to the Town, plus \$400 each incident;
Failure to correct or remedy within 24 hours of Town observed leakage from Contractor vehicles or vehicle contents;	\$400 each vehicle, each inspection;
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification;	\$25 each incident;
Collection from residential premises on other than the day specified excluding inclement weather, mechanical failures, or holiday schedule;	\$200 per structure;
Collection as garbage of source-separated recycling;	\$1,000 per incident;
Misrepresentation by Contractor in records or reporting;	\$200 per incident;
Failure to make required reports on time;	\$200 per incident;
Failure to maintain clean and sanitary vehicles;	\$200 per vehicle, per occurrence.

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Additionally, the Agreement includes provisions detailing those acts and omissions of Contractor which shall be considered violations or breaches of the Agreement. This Agreement reserves the Town's right to exercise all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the Town's ability to terminate the Agreement for breach.

SECTION 3: OPERATIONS

3.01 Expenses: The Contractor shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Contractor each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$4,000,000 combined aggregate
- b) Automobile Liability - \$1,000,000
- c) Workers Compensation – statutory minimum limits

Each liability insurance policy shall name the Town as an additional insured. Contractor shall furnish an original counterpart of such insurance policy to the Town upon the Town's written request. Contractor shall also furnish to the Town appropriate certificates for such insurance, which shall include a commitment by each insurance company to notify the Town in writing of any cancellation of the insurance policy required hereunder prior to such cancellation becoming effective and in accordance with the provisions of such policies. In addition to the above, Contractor shall obtain and keep in force during the term hereof such insurance required by any law or regulation.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's negligence or willful misconduct in its exercise of its activities as authorized by this Agreement. Contractor agrees that it will at all times protect, defend, and indemnify and hold harmless the Town, its officers, agents, employees, tenants, and their successors and assigns from and against all liabilities, losses, claims, demands, actions, and court costs (including reasonable attorneys' fees), to the extent arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the negligence of willful misconduct of Contractor or any agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. Either party, upon ninety (90) days' prior written notice, may terminate this Agreement with cause.

a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.

b) Upon termination by either party, Contractor shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the Town to the Contractor in conjunction with this Agreement. Additionally, upon termination by either party, the Town shall pay Contractor for all services performed by Contractor prior to such termination date.

SECTION 6: MISCELLANEOUS

6.01 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractor and Town is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

6.02 Conflicts of Interest; Non-hire Provision. Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy, and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Town. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage leaving the Town's employment, any employee, consultant, or contractor of the Town or hiring any such employee, consultant, or contractor who has left the Town's employment or contractual engagement within one year of such employment or engagement.

6.03 Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services within the Town. Residents may contract with other refuse collection companies; however, residents will still be responsible for the fee imposed by the Town. The Town makes no representations or warranties as to a minimum or maximum procurement of services hereunder.

6.04 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Town for any purpose. The Contractor is and will remain an independent contractor in their relationship to the Town. The Town shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: Independent contractor is not entitled to unemployment insurance benefits unless Independent Contractor or some other entity provides unemployment compensation coverage. Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this contract.

6.05 Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor certifies that (i) Contractor does not knowingly employ or contract with any illegal aliens; (ii) Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United State; and (iii) Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision, the Town may terminate this contract for cause and the Contractor shall be liable for actual and consequential damages to the State. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully presents in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

WB

6.06 Ability to Bind the Other Party. Neither Town nor Contractor is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.07 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

6.08 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.09 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference.

6.10 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.

6.11 Assignment and Subcontracting. Contractor may not delegate, assign, or subcontract all or any part of its duties and obligations hereunder without obtaining the Town's prior written consent.

6.12 Waiver of Conditions. Contractor may not waive all or any part of its duties, obligations, or conditions hereunder without obtaining the express written consent of the Town.

6.13 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations, and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town Board at a public meeting. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing.

6.14 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.15 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.16 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

6.17 Acknowledgment of Review. Contractor hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

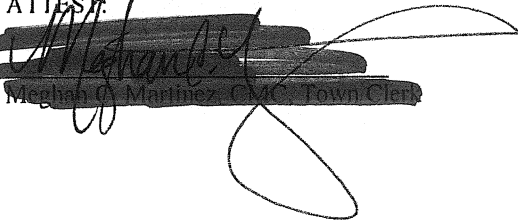
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN

Town of Frederick, Colorado

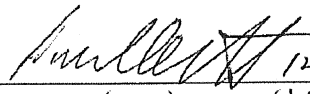
By  12/20
By  (date)

ATTEST


Meghan J. Martinez, Clerk, Town Clerk

CONTRACTOR

Waste Connections of Colorado, Inc.

By  12/23/2019
(name) (date)

WS



WASTE CONNECTIONS INC.
Connect with the Future®

Customer Service Team Standards District 5311

2021

- **Be here on time for your scheduled hours of work.** If you are unable to report to work at your scheduled time, it is your responsibility to call in ahead of time to inform your manager. You are an important member of this team; we need you to be here.
- **Be present and participate in team meetings.** As an important member of this team your opinions and ideas matter. Please provide feedback and interject your ideas in a courteous, professional manner.
- **Maintain an abandonment rate of 5% or less.** Each member of this team must take equal share in answering every possible incoming call. It is important to communicate with other team members to maintain adequate staffing levels especially during break and lunch times.
- **Treat each and every call with the same level of service excellence.** Every customer deserves to be greeted and treated with service excellence. Utilization of polite wording, voice inflection and empathy must be standard practice. Project a positive attitude on each call, throughout the call.
- **Maintain a minimum Tooty secret shopper score of 93%.** This is not the minimum acceptable score by Waste Connections standards. Use call handling scripts, on every call, to provide professional, efficient and consistent service
- **Minimize your mistakes.** Everyone makes mistakes, however making the same mistake multiple times is not acceptable. If you are unclear of a process or procedure please communicate with your manager to obtain further training. The most efficient way to deliver service excellence is to do it right the first time.
- **Promote a team atmosphere.** Internal customers (co-workers) are just as important as external customers. Courtesy and respect are the foundation of a team; please treat others as you expect to be treated.

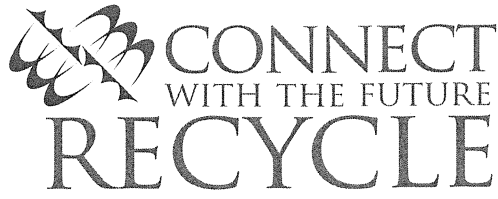
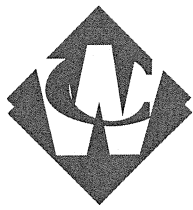
I have read and understand the team standards as listed above. Failure to adhere to these standards is subject to disciplinary actions.

Employee Signature

Date

Manager Signature

Date



WASTE CONNECTIONS OF COLORADO RECYCLING CALENDAR 2020

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
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October						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
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29	30					

December						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

2021

January						
Su	Mo	Tu	We	Th	Fr	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
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27	28	29	30			

July						
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25	26	27	28	29	30	31

August						
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22	23	24	25	26	27	28
29	30	31				

September						
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26	27	28	29	30		

October						
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24	25	26	27	28	29	30

November						
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1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

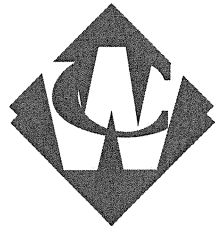
December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Recycling collection will be every other week. Your pick-up *is on your regular service day*. Please refer to the highlighted lines of this calendar to determine your recycling collection week.

A week =

B week =

○ = We observe the following holidays:
 NEW YEARS, MEMORIAL, JULY 4, LABOR, THANKSGIVING AND CHRISTMAS, unless it falls on a weekend day.
 Your holiday collection schedule will run 1 DAY LATE (Mon. will be Tues. and so on and Friday will be Sat.)
 If your normal pick-up day falls on or after the holiday within the same week.



WASTE CONNECTIONS OF COLORADO RECYCLING CALENDAR

2022

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
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29	30	31				

June						
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			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
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August						
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September						
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						1
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December						
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If your normal pick-up day falls on or after the holiday within the same week.

Reciclado Por



**WASTE CONNECTIONS
OF COLORADO INC.**

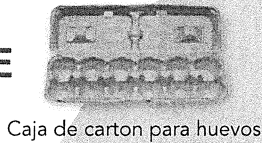
Orgullosos de patrocinar a un
Colorado mas limpio y verde

www.wasteconnectionsOfcolorado.com

Una Guia extrema de reciclado

NO TIENE QUE SEPARARLO

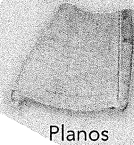
No tiene que remover:
Los clips, estampillas
remitentes grapas,
tape, alambre,
armaduras de metales,
ligas, molduras espirales,
bandejas de plastico.



Caja de carton para huevos



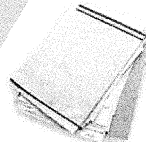
Cajas de carton



Planos



Revistas, folletos
y catalogos



Papel blanco o
color pastel
de oficina



Correspondencia y tarjetas



Periodico
y publicidad
(bolsas no)



Libros de telefono



Carpets para archivar



aplaste
Carton
corrugado y
bolsas
de papel



Envase de
carton para leche
(no bolsas de
aluminio no aplaste)



Botellas de vidrio
y envases de vidrio



Pastas
del libros
de papel



Botes de
aerosol
vacios
(sin tapadera)

NUEVO!
#1-7 bandeja de plastico y frascos de rosca
(no tapa, no #7 compostables,
no aplaste)



Botes de aluminio
(no aplaste o machuque)



NUEVO!
#1-7 Botellas de plastico



Bolas de aluminio limpio
(2" o mas grande) platos de
aluminio para pay



Loose metal jar lids &
steel bottle caps



(poliestireno expandido) EPS,
se utiliza como aislante térmico y
acústico y es ampliamente conocido
bajo diversas marcas comerciales
(Poliexpan, Telgopor, Emmedue,
Icopor, etc.).

Por Favor de
seguir esta guia
cuidadosamente:
Favor de aplastar
todas las cajas de
carton.
Vacie todos los
Envases y enjuagelas
no aplaste los
envases.

NO Bolsas de Plastico • Tapas de Plastico •
Papel Triturado • Libros de pasta Dura • Desecho De
Metal • Sobres Tyvek® • Armason de Plastico para
6-Pack • Agujas o Jeringas • Envoltura de Papel
• Charolas de Plastico de Microondas • Envases
de Comida Congelada • Espejos • Ceramica o
Pyrex® • Focos • Platos o Vasos • Vasos de Beber •
Ventanas De Vidrio • Contenido de Basura Peligrosa
Biodegradable • Plasticos, solo los mencionados
arriba en la lista • Papel Higienico • Toallas de Papel
• Servilletas • Papel Encerado o Carton Encerado •
Calcamonias • Hojas Engomadas con direcciones •
Artesanias (Anaranjadas/Café) • Sobres de Espuma
Polietireno o Contenedores para Llevar Echos de
Papel Encerado.

Recycling Perks®
Reciba recompeza
Por su reciclaje
www.RecyclingPerks.com

**Preguntas:
303-288-2100**



**CONNECT
WITH THE FUTURE
RECYCLE**

Recycling By



WASTE CONNECTIONS
OF COLORADO INC.

Proud Supporters of a
Cleaner, Greener Colorado

www.wasteconnectionsofcolorado.com

Single-Stream Recycling Guide

NO SORTING

No need to remove:
paper clips, stamps,
address labels,
staples, tape, wire,
metal fasteners,
rubber bands, spiral
bindings, plastic tabs.

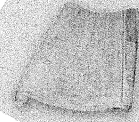
You can now
place all
recyclables in
one bin!



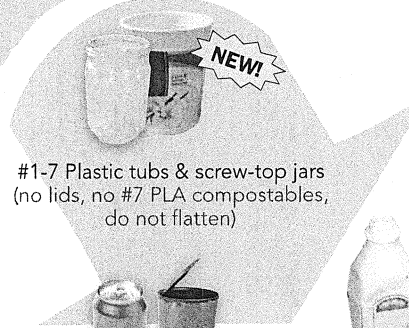
Paper egg cartons



Paperboard boxes



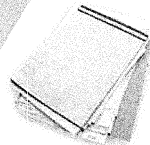
Blueprints



NEW!
#1-7 Plastic tubs & screw-top jars
(no lids, no #7 PLA compostables,
do not flatten)



Magazines, brochures
& catalogs



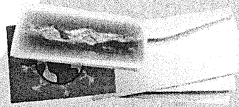
White or pastel
office paper



Cans (do not crush
or flatten)



NEW!
#1-7 Plastic Bottles



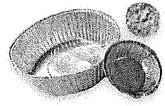
Opened mail & greeting cards



Newspapers
& inserts
(no bags)



Phone Books



Clean, balled aluminum foil
(2" or larger) and pie pans

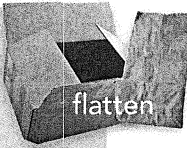


Polystyrene (#6) packing material
(like computers and appliances
come packed in). No peanuts, No
LDPE (#4) Foam. It must be
removed from the boxes.

Please follow these
guidelines carefully:
Please flatten all
cardboard boxes.
Empty and rinse all
containers. Do not
flatten containers.



File folders



Corrugated
cardboard &
paper bags



Paper milk/
juice cartons
(no foil pouches,
do not flatten)



Glass bottles & jars

NO Plastic Bags • Plastic Tops • Shredded Paper • Hard-Back Books • Scrap Metal • Tyvek® Envelopes • Plastic 6-Pack Holders • Needles or Syringes • Paper Ream Wrappers • Plastic Microwave Trays • Frozen Food Containers • Mirrors, Ceramics or Pyrex® • Light Bulbs, Plates or Vases • Drinking Glasses • Window Glass • Hazardous or Bio-Hazardous Waste • Plastics Other Than Those Listed • Tissues, Paper Towels, Napkins • Waxed Paper or Waxed Cardboard • Stickers or Sheets of Address Labels • Kraft® (orange/brown) envelopes • Styrofoam® Cups, Plates, Paper To-Go Food Containers



NEW!
Paper-
back
books



Empty aerosol
cans
(no caps)

Recycle Perks®

Get rewarded for
your recycling

www.RecyclingPerks.com

Questions:
303-288-2100



CONNECT
WITH THE FUTURE
RECYCLE