

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING CHAPTER 3 OF TITLE V OF THE MADERA MUNICIPAL CODE
RELATING TO COLLECTION OF REFUSE & RECYCLING

WHEREAS, it is necessary for the City to further refine regulations relating to the collection of refuse & recycling within the City.

WHEREAS, the City has considered the totality of the Municipal ordinance pertaining to the collection of refuse & recycling and has determined that certain provisions are needed for the effective implementation and protection of the City's health.

THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Subsection (A) of Section 02, of Chapter 3, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

§ 5-3.02 CHARGES FOR REFUSE COLLECTION AND RECYCLING SERVICES

(A) All occupied premises within the city shall have refuse and recycling collection services for the collection, removal, and disposal of refuse and recycling of recyclable materials produced upon the premises for which services a charge shall be collected. [All commercial business that generates food waste shall maintain organic waste recycling collection service required by the State of California as provided through the City and shall segregate all organic food waste being disposed of from other waste as defined in sections 42649.8 et seq. of the Public Resources Code.] The charges for such services shall be based upon the average volume of refuse and recycling of materials presented for disposal and from the services necessary in order to facilitate recycling collection and refuse disposal as determined by the City Administrator or his/her designee. All charges for these services shall be established by resolution of the Council pursuant to the provisions of this chapter, which resolution shall provide for additional charges for special services over and above those contemplated in this chapter. If any customer is delinquent in payment for services for 90 days or more, the city may remove any or all waste containers.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

Section 4. Effective Date. This ordinance shall be effective and of full force and effect at 12:01 a.m. on the 31st day after its passage.

* * * * *

SECOND AMENDMENT TO AGREEMENT

**FOR THE COLLECTION, TRANSPORT, AND RECYCLING SOLID WASTE SERVICES FOR
THE CITY OF MADERA**

This AMENDMENT TO AGREEMENT FOR THE COLLECTION, TRANSPORT, AND RECYCLING SOLID WASTE SERVICES is entered into this ____ day of _____, 2017, by and between City of Madera, hereinafter called "CITY" and MID VALLEY DISPOSAL hereinafter called, "FRANCHISE HAULER".

WITNESSETH:

WHEREAS, CITY AND FRANCHISE HAULER Sunset Waste Systems entered into an agreement dated April 18, 2012 to contract with FRANCHISE HAULER to provide collection and transport solid waste services (the "Agreement"); and

WHEREAS, on September 24, 2014 the CITY AND FRANCHISE HAULER Sunset Waste agreed to assign the AGREEMENT for solid waste services to Mid Valley Disposal; and

WHEREAS, on September 2, 2015 the CITY AND FRANCHISE HAULER Mid Valley Disposal agreed to amend the AGREEMENT for solid waste services to modify the scope of work; and

WHEREAS, the CITY AND FRANCHISE HAULER Mid Valley Disposal desire to amend the schedule of charges for services.

NOW THEREFORE, it is hereby agreed that effective March 1, 2017, the Agreement between the parties is amended in the following particulars only:

1. Section 4 of the Agreement is hereby amended to add the following: the Franchise Hauler agrees to provide additional services at the rates listed in Exhibit "A", attached hereto and incorporated herein by reference.
2. All other sections not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective offices duly authorized on the date first written above.

CITY OF MADERA

MID VALLEY DISPOSAL

By: _____
Andrew J. Medellin, Mayor

By: _____

(Print name & title)

Date: _____

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM:

Brent Richardson, City Attorney

Date: _____

Second Agreement Amendment Additional Services and Rates

Types of Customer/Services

Monthly Rate

Residential Rates

Each Blue Recycling 96 gal container once a week	\$ 2.13
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Commercial Rates

Each blue container once a week	\$ 2.13
Commercial carryout service once a week for each additional container	\$ 5.41
2 yd. bin four times a week pickup	\$ 186.45
2 yd. bin five times a week pickup	\$ 262.67
3 yd. five times a week pickup	\$ 310.75
4 yd. bin four times a week pickup	\$ 399.07
4 yd. bin five times a week pickup	\$ 442.68
5 yd. bin twice a week pickup	\$ 176.66
5 yd. bin three times a week pickup	\$ 272.31
5 yd. bin four times a week pickup	\$ 360.69
5 yd. bin five times a week pickup	\$ 449.02
6 yd. bin four times a week pickup	\$ 393.61
Recycling 2 yd. bin three times a week pickup	\$ 88.09
Recycling 3 yd. bin three times a week pickup	\$ 128.66
Recycling 4 yd. bin three times a week pickup	\$ 179.51
Recycling 6 yd. bin three times a week pickup	\$ 188.41
Organics 96- gallon container once a week	\$ 10.16
Organics 96- gallon container twice a week	\$ 20.32
Organics 96- gallon container three times a week	\$ 30.48
Organics 96- gallon container four times a week	\$ 40.64
Organics 96- gallon container five times a week	\$ 50.80
Organics 2 yd bin once a week	\$ 41.66
Organics 2 yd bin twice a week	\$ 76.20
Organics 2 yd bin three times a week	\$ 116.84
Organics 2 yd bin four times a week	\$ 152.38
Organics 2 yd bin five times a week	\$ 187.96
Organics 3 yd bin once a week	\$ 51.82
Organics 3 yd bin twice a week	\$ 96.52
Organics 3 yd bin three times a week	\$ 147.32
Organics 3 yd bin four times a week	\$ 193.04
Organics 3 yd bin five times a week	\$ 238.76
Lost Lock Fee	\$ 15.24

City of Madera - Public Works Department

Organic Waste Recycling Program – Education & Enforcement Policies

Purpose: These provision are being described to provide informal administrative direction to City staff to enable consistent and reasonable implementation and/or enforcement of the provisions regarding organic waste recycling, as called for in the Madera Municipal Code §5-3.02(A).

Directive 1:

While violation of the provisions requiring segregation of organic waste from other waste streams and requirements for City organic recycling services based on the volume of waste generated is punishable as an infraction per §1.9.06(B), **the primary tool for gaining compliance shall be education and encouragement.** Only after these means fail are the following measures to be documented and further action taken to gain compliance. City staff and the City's waste hauler shall focus on providing customers informational material and onsite explanations and guidance for segregation of organic waste.

Directive 2:

Upon City staff learning of a customer that may exceed the thresholds of organic waste generation quantities, as designated by the State, staff shall contact the waste generator and provide them with information on the requirements, the means of determining that they are subject or exempt from the requirements and means to comply with the organic waste program. The approach shall endeavor to focus on being a facilitator for the customer to gain compliance while being considerate that the customer may be unfamiliar with the provisions and these may not be a priority for their business operations. Only if documented, repeated attempts to assist the customer to come into compliance fail should staff proceed to the steps in Directive 5 to mandate compliance.

Directive 3:

Failure to segregate waste or contamination of organic waste with non-organic material shall not be considered to occur unless, by a reasonable visual estimate, it is apparent that more than 10% of the refuse in a waste collection container is incorrect material.

Directive 4:

Upon being notified by the waste hauler or others that organic waste is not being properly segregated, City staff shall contact the customer and provide them information on what the concern is and what is needed to correct the issue. Staff may monitor the user and coach them, if needed, to help them properly segregate the material. Staff may enlist the hauler's collection crews to tag containers with contaminated organic waste and distribute information on identification of appropriate organic waste material.

Directive 5:

If repeated contact and coaching fails to change the situation, staff shall issue a Notice of Correction that calls for the situation to be corrected (within 10 days minimum). The notice shall include clear information on what must be done to correct the situation and contact information for City staff to assist them with compliance. Also it shall have a clear warning that failure to resolve the issue within the specified time will result in a fine, and subsequent violations could result in increasing fines and penalties. Unpaid fines and penalties could lead to collection mechanisms including a lien being placed on the property. Staff shall document all contacts and attempts to assist with compliance and endeavors to fully disclose the customer's options, the enforcement process, appeal procedures and the City's preference to assist them in finding a solution to their situation rather than levying fines.

THIRD AMENDMENT TO SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This Amendment entered into this 1st day of August 2018, amends the previous Agreement titled "Solid Waste and Recycling Service," dated April 18, 2012, and amended September 2, 2015, and March 1, 2017, between the City of Madera, hereinafter called "City," and Mid Valley Disposal, hereinafter called "Contractor," both of whom understand as follows:

WITNESSETH:

WHEREAS, City and Contractor are parties to an existing Agreement titled "Solid Waste and Recycling Service" ("Agreement"); and

WHEREAS, Contractor has submitted a proposal to modify the terms of the Agreement, specifically the scope of services to be provided; and

WHEREAS, City and Contractor have negotiated an Amendment to the Agreement that is in the best interests of both parties and will benefit the solid waste customers of the City of Madera through improved service delivery.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 4, Subsection A of the Agreement is amended to read as follows:

4. Agreement Documents

The Contractor agrees to perform all of the services described in the documents for the prices set forth in the Contractors response to the RFP 201011-15 Bid Proposal and Proposal for the City of Madera Full Service Solid Waste Management (Attachment A).

A. The term "AGREEMENT DOCUMENTS" means and includes the following:

- (i) Advertisement for Bids
- (ii) Solid Waste and Recycling Services RFP 201011-15
- (iii) Bid Proposal
- (iv) Bid Bond
- (v) Agreement
- (vi) Performance Bond
- (vii) Notice of Award
- (viii) Notice to Proceed
- (ix) Proposal for the City of Madera Full Service Solid Waste Management (Attachment A to this Amendment)

Section 2. Section 9 of the Agreement is amended to read as follows:

9. Hold Harmless and Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims,

liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.


Section 3. Solid Waste and Recycling Services RFP 201011-15, Insurance Requirements for Construction and Services Contract of the Agreement is superseded by Attachment B to this Amendment to the Agreement entitled Insurance Requirements for Solid Waste Contractors.

Section 4. All other provisions of the Agreement not inconsistent with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers duly authorized on the date first written above.

* * * * *

CITY OF MADERA
A Municipal Corporation of
the State of California

By: 
Andrew J. Medellin, Mayor

MID VALLEY DISPOSAL
Joseph Kalpakoff
Chief Executive Office

By: 
Joseph Kalpakoff

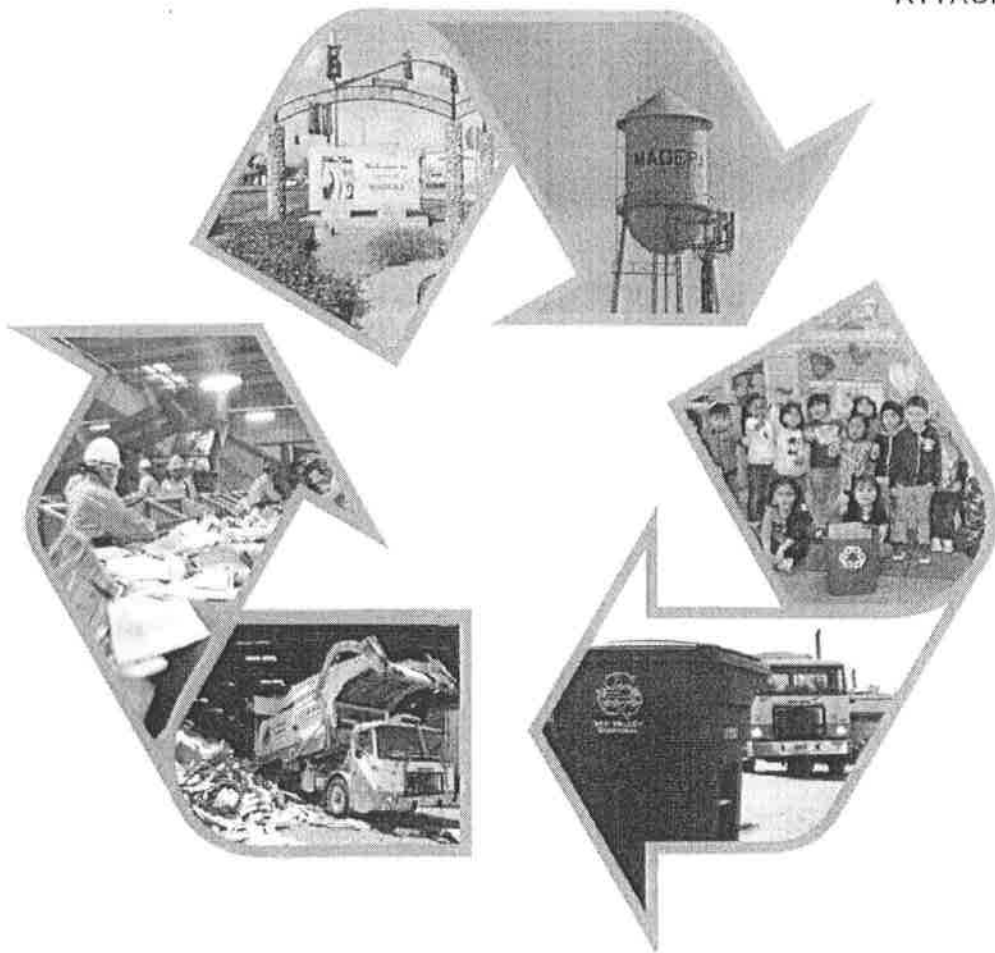
ATTEST

By: 
Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

By: 
Joel Brent Richardson, City Attorney





PROPOSAL FOR THE CITY OF MADERA FULL SERVICE SOLID WASTE MANAGEMENT



**MID VALLEY
DISPOSAL**



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Section 1: Cover Letter



February 2, 2018

City of Madera Public Works Department
1030 S Gateway Dr.
Madera, CA 93637

Full Service Solid Waste Management

It is with considerable pride that Mid-Valley Disposal, LLC hereby submits its proposal to provide the City of Madera full service solid waste management.

We respectfully request the opportunity to meet with the City to discuss an expansion of services of this successful partnership. We believe that our current level of customer service and operational efficiency, in addition to our outreach programs and technology enhancements, will assist the City in achieving its diversion goals and collection needs.

In the enclosed proposal you will find a detailed description of current and proposed new services. We are confident in our ability to deliver the best service and provide the best value to Madera.

I personally thank you for your consideration of this proposal and look forward to expanding our business partnership with the City of Madera.

Best Regards,

Joseph Kalpakoff,
Chief Executive Officer
Mid-Valley Disposal, LLC



Section 2: Qualifications and Experience

1) Background and Experience

Founded in 1997, Mid Valley Disposal (MVD), the Company, is the leading locally owned and operated recycling, organics, and solid waste service company in the Valley. The Kalpakoff family has four generations of experience in successfully operating solid waste management companies in California. With over 350 employees, the Company operates a total of 28 local collection contracts and is permitted to provide collection services in Fresno, Madera, Kings, and Tulare Counties. By expanding services, winning competitive bids, and making strategic acquisitions, MVD has grown from a one truck operation in 1997 to over 150 collection vehicles today.

Mid Valley Disposal is continually reinventing itself to match the needs of its customers. The Company has expanded operations to include a state-of-the-art sorting line. The only one of its kind in the Valley. The system uses the most up to date sorting technology, including optical sorters, to achieve the best possible diversion in the industry.

MVD also expanded operations in 2017 to include a state-of-the-art in-vessel composting facility. To ensure community acceptance through the reduction of odors and preservation of air quality, MVD built a covered composting solution. This advanced technology will allow MVD to assist its customers with achieving their zero waste goals.

MVD possesses the experience, financial resources, local infrastructure, and capital assets to seamlessly implement additional services with the City of Madera.

Our Values

Our Values reflect who we are and what we stand for as a company.

Excellent Customer Service

We develop relationships that make a positive impact.

Hard Work and Dedication

We work together to meet the need of our customers.

Safety for Ourselves and Others We are committed to the safety of ourselves and others.

Integrity and Respect

We value our people and reward their performance.

“

We find solutions to customers' needs for waste reduction and resource conservation.

2) Principals, Officers and Associates

Mid Valley Disposal is comprised of four principals who are also managers: Jay Kalpakoff, Joseph Kalpakoff, Jonathan Kalpakoff, and Roy Mendrin. Together, these individuals possess over 130 years of resource recovery and solid waste management experience. Joining them is an extensive team of managers who have a proven track record for providing excellent service and insight in their individual areas of expertise.



Jay Kalpakoff
President & Owner

"I love what I do and I'm honored to wake up every day and go to work with such great people. They are truly like family."



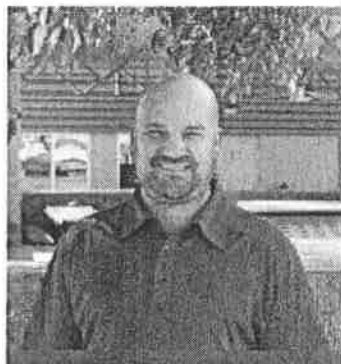
Joseph Kalpakoff
CEO & Owner

"We've worked hard to build a company that can be a leader in the promoting sustainability in the Central Valley. I'm proud to say that it is the people at Mid Valley Disposal who keep us moving forward to bigger and better things."



Jonathan Kalpakoff
Executive V.P. & Owner

"I'm a hands on kind of person. I love being involved in the day-to-day operations of the company and I'm proud of the accomplishments our family has made in the industry."



Bryan Metzler
Operations Manager

"I really enjoy coming to work every day, working with all of our communities and providing them with great service. I've been in the industry for almost 9 years and looking forward to many more years."



Jeremy Gorman
Route Supervisor

"I truly love working for a company that values the hard work of each and every employee, in the pursuit of achievable goals that not only benefit the environment, but improves the quality of life for us and our future."



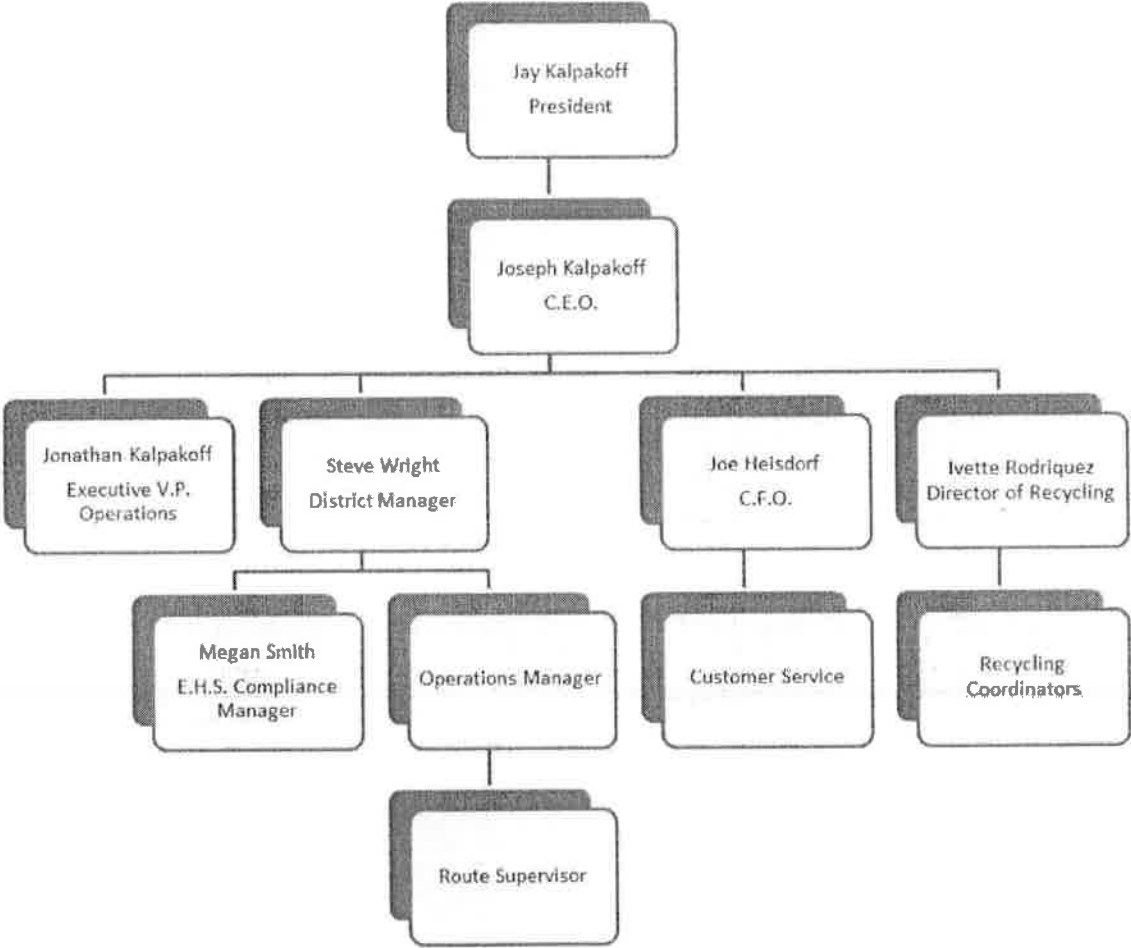
Ivette Rodriguez
Director of Recycling Programs

"I truly enjoy working with a passionate team of professionals that work with our communities to educate customers on the importance of recycling and taking care of our environment. It is rewarding to see successfully implemented programs that make a difference."



Annette Kwock
Recycling Coordinator

"I love my job because of the variety—from presenting in classrooms to attending City Council meetings; every day is different and interesting. It's a privilege to work towards improving my community!"



3) Current Contracts

Mid Valley Disposal currently services 85,000 Residential Accounts and 27,000 Commercial Accounts. Each of the contracts were obtained through dedication, vision and hard work. Most recently, MVD implemented a contract with California State University, Fresno.



Communities from which we implement recycling programs, collection of solid waste, recycling and organics:

Armona CSD	Avenal	Biola
Coalinga	Chowchilla	City of Fresno
Firebaugh	Exeter	Farmersville
Huron	Kerman	Home Garden CSD
Kingsburg	Laton	Kettleman CSD
Madera	Mendota	Lindsay
Sanger	Fresno County	Parlier
Woodlake	Stratford	San Joaquin
Fresno County ESAP	Riverdale	Tulare County

School Districts and College campuses served by Mid Valley Disposal for solid waste, recycling and organics services:

Reef Sunset Unified	Farmersville Unified
Coalinga/Huron Unified	Woodlake Unified
Golden Plains Unified	Exeter Unified
Central Unified	Lindsay Unified
Mendota Unified	Parlier Unified
Kerman Unified	Madera Unified
Laton Unified	Clovis Unified
Firebaugh-Las Deltas	West Hills-Coalinga
West Hills-Firebaugh	California State University, Fresno

Section 3: Brief Overview of Current Services

Task	Mid Valley Disposal
Cart Storage & Delivery	MVD only delivers commercial bins to customers.
Mail-Out	MVD provides the City with an educational flyer to insert inside the billing for residents. Provides recycling education to each residential customer.
Newsletter-Report to Council	MVD presents biannual update to City Council regarding Citywide recycling programs, outreach and tonnage reports.
New Programs	MVD implements new commercial recycling and multi-family programs.
C&D Reporting	MVD provides the City with the diversion reports for C&D projects using MVD roll-off services.
Business Recycling	MVD Recycling Coordinator, Annette, conducts weekly site visits, implementation, education and technical support daily.
Routine Recycling Education	Recycling Coordinator provides education during events, City and business employee, tenant and student presentations, site visits, delivers recycling brochures and flyers to City Hall. Annette attends community events and sets up multi-family presentations and delivers education door-to-door.
Roll-Off Services & Orders	MVD sets up new accounts and services.
Rent-A-Bins	MVD sets up new accounts.
Sharps Kiosk	MVD oversees the collection services with a 3rd party hauler Stericycle and promotes program throughout the City.

Section 4: Proposed Services

Customer Service

Mid Valley Disposal prides itself on delivering customer service of the highest quality and professionalism. MVD's Customer Service Representatives (CSRs) will handle all of City of Madera's service and customer concerns and requests courteously and efficiently. MVD will permanently resolve all repair and cleaning requests within seventy-two (72) business hours. For the convenience of Madera residents and commercial businesses, the Company will have a dedicated CSR answering City of Madera's local (1-800-706-5779) number; assisting with any type of customer service issue. MVD's Customer Service Call Center will be staffed between 7:00 am – 5:00 pm Monday through Friday.

Specific billing, new and cancel service requests/questions will be referred to City of Madera's Finance Department.

MVD will have a Recycling Office located in town where (2) Recycling Coordinator's will be available to schedule an appointment to discuss any type of service questions or request. MVD's Recycling Coordinator's will be readily available by cell phone for customers to request a visit or answer any service questions.

City of Madera staff can call with any questions or concerns. The City will also have direct contact with MVD's District Manager and Recycling Director.



Implementation Plan/ Transition Guidelines

Mid Valley Disposal is aware of potential confusion that may arise with a transition of customer service operations from the City of Madera's Solid Waste Department. However, MVD is confident its Implementation Plan will assist in making transition smooth. MVD principals will work with City staff to complete and execute the Implementation Plan included in this section and will constantly monitor the progress and performance of MVD's expert operations team to ensure all milestones are met on schedule.

Task	Description	Purpose	Distribution/ Frequency
START-UP			
1	Postcard Announcement	Introduces MVD's 1-800-706-5779 as the primary customer service phone number for City of Madera residents and commercial accounts. Phone number will serve as a method of contact for customer concerns and service requests. Informs customers of the questions MVD Customer Service Department can assist with. Additional CSR will be trained and employed to handle increased phone call volumes.	All MVD customers; approximately one month prior to the operations start date, for the first year.
2	Full Billing Audit	Mid Valley Disposal will complete a full commercial account audit to all commercial accounts in the City of Madera to assure accounts are being billed accurately with services on-site.	All commercial accounts; when new contract is initiated, for the first year.
ONGOING			
3	Communication Meetings	Quarterly progress meetings with City of Madera staff and Mid Valley Disposal team. Meetings will allow MVD to report advancement, comments and concerns for a continued smooth transition.	City of Madera staff and MVD staff; quarterly.
4	Work Log	MVD team will create a work log for ACR employees. Work log will consist of work orders created from CSR team.	All ARC employees; daily.



Collection

Cart Ordering

Mid Valley Disposal will oversee the cart ordering and inventory for the City of Madera. MVD will track and order inventory as needed.

Cart Storage and Delivery

Residential and commercial carts will remain stored at the City of Madera Public Works yard. MVD will provide all required services and personnel for delivery and pick up of trash, recycling and organics carts and bins to residents and commercial businesses. MVD will continue to deliver carts to newly constructed homes. All bin and cart delivery will be managed by a MVD Operations Manager and Supervisor who will be 100% responsible for ensuring timely and accurate deliveries.

Cleaning and Repair

MVD will continue the partnership with ARC of Madera with a (one) year contract for 2018. MVD drivers will call in all damage carts regardless of severity and Route Supervisor will follow-up to document all findings. If damage is more severe the container will be exchanged immediately and the damaged container will be repaired by ARC of Madera team. MVD will make sure that all carts remain looking new for the life of the contract. All repair and service requests will be resolved within seventy-two (72) business hours of notification.



Public Education and Outreach Program

Mid Valley Disposal's Recycling Department consist of six Recycling Coordinators, a Communications Director and a Recycling Director which work together as a team to improve recycling efforts by implementing hands on recycling education programs and providing technical support to all customers. MVD's Education and Outreach Program has worked in all of MVD's other jurisdictions to bring increased awareness, regulatory compliance, and results. It includes:

- MVD's Recycling Coordinator will assist with implementation of new services.
- Education Materials will be provided for residential, commercial, school, and other types of recycling, organics, and additional special programs regarding proper and safe disposal of waste materials.
- Attend Community Outreach events.
- Presentations will be offered to non-profit groups, civic groups, employees, tenants, owners, and students regarding recycling programs.
- School outreach will be provided to Madera Unified School District and schools within the City. Mid Valley Disposal's school educational program offers classroom presentations, assembly's and special event participations to promote waste reduction and recycling.
- MVD's Recycling Coordinator will continue to monitor and track education and outreach efforts including City recycling, organics and solid waste tonnages.
- Mid Valley Disposal's Recycling Coordinator will present quarterly updates to City council regarding City wide recycling and waste reduction programs.
- Phone number education to City of Madera residents and commercial customers.
- Recycling outreach reports will be provided to the contract manager monthly.



Special Services

Clean-Up Events

Mid Valley Disposal Supervisor and staff will plan and coordinate the collection of materials at the curb during the 6-week event.

Roll-Off Services/ Requests and Orders

Mid Valley Disposal provides industrial size bin services ranging from 10 to 50 yards for residential, industrial, commercial cleanup and construction or demolition projects. Mid Valley Disposal has implemented a process to track waste generated during Construction and Demolition projects through our roll-off services, producing a C&D diversion report for contractors to submit to the City's Planning Department. All tonnages collected by our roll-off services will be tracked by material type.

Rent-A-Bin

MVD's Customer Service Department will set up new accounts and services.

Sharps Kiosk

Mid Valley Disposal's Sharps Kiosk provides an environmentally responsible solution for City of Madera residents to dispose of home-generated sharps. MVD will oversee the collection services with 3rd party hauler, Stericycle. Promotion of the program will continue with outreach throughout the City. In approved containers customers can deposit:

- Used needles and syringes
- Lancets
- Other sharps

Battery Collection

MVD's Recycling Coordinator collects used batteries from City Hall and Public Works Yard for safe and proper recycling.

Holiday Trees

MVD will collect unadorned holiday trees placed curbside by single- and multi-family customers at least during the first week after New Year's Day. For all practical purposes, MVD will collect holiday trees during the season whenever they appear. Holiday trees will be recycled into mulch or composted. No collected holiday trees will be landfilled.

Grants

MVD will administer CalRecycle Beverage Container Grants on behalf of the City of Madera. We will also provide updates and information on new grants.



State Compliance

Mid Valley Disposal is proposing to offer a comprehensive waste reduction and recycling programs for the City of Madera. MVD is confident we can implement a program customized to the City's needs, in order to meet mandatory state law requirements.

- Mid Valley Disposal will implement waste reduction and recycling programs to meet AB939- (50% diversion requirement), AB341 Mandatory Commercial Recycling, AB1826 Mandatory Commercial Organics Recycling and SB1016-New Goal measurement system for disposal compliance.
- MVD's Recycling Coordinator will provide ongoing technical support to assure programs are successful.
- Commercial business site visits will be conducted weekly to monitor recycling efforts, implement new recycling programs, and provide education to the employees.
- Multi-family communities will be visited weekly to monitor recycling efforts and contamination, implement new recycling program, and provide education and outreach to the tenants.
- Mid Valley Disposal's Recycling Coordinator will contact the Madera Unified School District annually to receive approval for MVD's school outreach program to be at each school site. The school recycling program will include monitoring recycling services, implementing new programs, and providing presentations in a classroom or assembly format.
- Annual Reports will be completed by Mid Valley Disposal. The annual report is due each year by August 1st and requires program updates meeting state diversion programs.
- Mid Valley Disposal will work with each of the school's sites to implement Mandatory Organics Recycling Programs within each cafeteria.

MVD's Education Program is successful in reaching out to specific and various target audiences resulting in changed habits to improve the environment and reduce waste by recycling, reducing and reusing materials that would have been sent to a landfill. Mid Valley Disposal's Education Program is also vital in assisting the City meet State Recycling mandates such as AB341 and AB1826.

Technology

3rd Eye

Mid Valley Disposal's collection fleets are equipped with the latest technology. MVD has invested in 3rd Eye Cams, a driver enhancement system with the capability to record drivers, monitor driving behavior and provide live vehicle tracking during daily routes. Using geofencing with bread crumbs, it allows MVD's Operation Manager to know the exact location of a truck and provides a trail of day-to-day vehicle activity. With a push of a button MVD Drivers are able to take pictures of overloaded and blocked bins; pictures are then automatically uploaded to system. 3rd Eye Cam's also highlight risky behaviors that can lead to accidents, personal injury, property damage, and endanger a driver's professional livelihood. By showing a driver's unsafe actions, we can coach our team to be safer. This technology has helped us increase customer satisfaction while improving operational efficiency.

Type and Description of Customer Management Software Used

MVD uses a sophisticated software application specifically designed for the waste services industry called Encore, which is Microsoft certified. The Company selected Encore because of the dispatching and customer service components. Route or service problems can be tracked easily at the route level, which transfers into customer notes. Customer service note-taking and service orders can also be created and tracked efficiently. Encore has user-friendly Crystal Reports built into it as well. All customer requests and concerns regardless of how they are routed to MVD are logged into this system. MVD's work order system is a closed-loop work order system; work orders remain open until they are complete. The system is monitored by MVD's customer service leadership team to ensure all matters are resolved within one business day.

Capabilities and features include:

- Customer Management
- Integrated Email
- Customer Website Portal
- Accounts Receivable Billing and Accounts Payable Accounting
- Brokerage Tracking with Shipping Reconciliation
- Onboard Truck Computer Integration
- On-Call Services, Roll-Off, Recurring Route Mapping and Route Optimization
- Scale Management: Transfer Station, Landfill, MRF, and Recycling Facilities
- Link Pictures and Attachments to Scale Tickets and Work Orders
- Split Ticket Multiple Customer, Multiple Material Loads
- Recycling Management: AP, AR, and MRF Management
- Process, Purchase Order, and Sales Order Management
- Fleet and Equipment Management and Maintenance

Reporting

MVD prides itself in having developed systems and a culture of full accountability to avoid operational missteps that generate customer concerns. MVD will provide customer service reporting to the City's contract manager monthly. MVD will produce reports from the information gathered through the customer management software described in the section above. The reports will include at a minimum all customer service issues, solid waste tonnage, cart/bin deliveries, and performance matrix. MVD will work cooperatively with the City to develop reporting due dates and templates that provide the City with the information it needs to monitor MVD's activity and performance.



Mid Valley performs 10,669 bin services per week & 167,948 cart services per week. As evidenced by the chart above, MVD has phenomenal success in keeping missed services to less than a half a percent of the total services performed each month.

C&D Reporting

Mid Valley Disposal has implemented a comprehensive program to assist the City meet Cal Green Code and Cal Recycle Annual report requirements to divert Construction and Demolition (C&D) materials from landfill. Mid Valley Disposal's transfer station in Kerman is used primarily to sort C&D materials from City projects. Our drivers and transfer station employees are trained to separate C&D waste from materials that can be salvaged or recycled. Our roll-off drivers complete a diversion report when materials are transported in our roll-off and are off loaded onto the transfer floor. The Driver Diversion report and weight ticket are then turned into the scale house where the process begins to track C&D material type and tonnage per City and Project. Mid Valley Disposal has diversion report available for contractors to turn in to City Planning Departments for tonnages hauled to landfill and diverted from each project monthly. Mid Valley Disposal will continue working in partnership with the City's Planning Department to assist in meeting the 65% diversion requirement under Cal Green Code.



Performance Measures

The chart, below, includes MVD's own internal performance measures and the Company's recommendations for measures of successful performance associated with any performance review the City might undertake.

The measures for successful performance could be as simple as adopting the thresholds listed below. The City could measure compliance through its own monitoring—such as through observation or intentional investigation of customer service, or through a City-procured audit using an objective consulting firm, or through a reporting function that presents a periodic snapshot of MVD performance. If the City found MVD non-compliant, the City could adopt a system of fines for failure to perform to contract performance standards. Liquidated damages for failure to perform are a common form of incentive. A more positive approach is to offer both a carrot and stick to encourage excellent performance. For example, it could offer an automatic contract extension if MVD meets all performance standards in the subject review year.

MVD can confidently recommend either system because performance excellence is the Company's driving ethic; MVD takes its performance seriously, always striving to exceed customer expectations.

Item	Measure
CSR phone call initial answer time	A live human voice within 3 rings.
Customer on-hold time	No more than 1 minute on-hold.
Residential missed collection rate	No more than 1 percent.
Commercial missed collection rate	No more than 1 percent.
Customer service staffing	Provide customer service staffing during office hours.
Customer complaints	Customer complaints to City over 6 per month.
Customer complaints	Failure to resolve any customer complaint within 48 hours.
Liter	Failure to clean up spillage or litter during the course of collection operations.
Outreach	Failure to provide program guidelines to new customers.
School Education Program	Failure to provide notice to schools of availability of educational presentations and materials.
Reporting	Failure to submit reports to City on time.
Diversion	Failure to meet all State recycling diversion mandates.



Section 5: Additional Submittals

Staffing Chart

MVD Staff for City of Madera			
Position	Current	New	Difference
Recycling Coordinator	1	2	1
Customer Service Representative	0	1	1
Bin Driver	0	1	1
Route Supervisor	(1) part-time	1 full-time	1
Management Oversight	(1) part-time	1 full-time	1

Mid-Valley Disposal

Cost Proposal for admin services to City of Madera

Annual Operating Costs

	<u>Recycle</u> <u>Cordinator</u>	<u>Customer</u> <u>Service</u>	<u>Bin/Cart</u> <u>Delivery</u>	<u>Route</u> <u>Supervisor</u>
Labor Costs				
Wages/Salary	\$ 52,000	\$ 38,500	\$ 48,000	\$ 60,000
PTO and Holiday Pay	2,600	2,400	2,800	4,100
Payroll Taxes	4,280	3,820	4,570	6,670
Annual Workers Comp Premium Cost	1,430	1,270	4,780	6,980
Employee Health and 401k Plan	6,880	6,340	6,720	7,200
Total Employee Cost	\$ 67,190	\$ 52,330	\$ 66,870	\$ 84,950
Number FTE needed	1.00	1.00	0.20	0.40
Allocated Employee Costs	\$ 67,190	\$ 52,330	\$ 13,374	\$ 33,980
Subtotal - Labor Costs	\$ 166,874			
Vehicle and related direct expenses	17,500			
Total Direct Costs	184,374			
Overhead burden (9.0%)	16,594			
Total Operating Costs	\$ 200,968			

Total Costs to provide service	<u>\$ 200,968</u>
Single Family Residences	<u>12,929</u>
Cost Per Month per Home	\$ 1.30

Residential Cart Replacement

	Grey	Green	Blue	Total
Cart Totals (Provided by City)	12,486	12,362	12,210	37,058
Estimated Annual Replacement Rate	5.00%	4.50%	4.00%	
Estimated Annual Replacement Carts	624	556	488	1,668
Estimated Annual New Starts	180	180	180	540
Totals	804	736	668	2,208

Annual Carts Purchased	2,208
\$ per Cart	<u>\$ 59.00</u>

Annual Cart Purchase Costs	\$ 130,272
Replacement Lids, Parts and Supplies	28,000
ARC contracted services	25,000

Total Cart Costs	<u>\$ 150,000</u>
Single Family Residences	<u>12,929</u>
Cost Per Month per Home	\$ 0.97
Total Monthly Cost per Home	<u>\$ 2.26</u>

**ATTACHMENT B
THIRD AMENDMENT TO SOLID WASTE AND RECYCLING SERVICES
AGREEMENT**

Insurance Requirements for Solid Waste Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$5,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$5,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$5,000,000 Contractor's Pollution Liability** per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents,

representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for

which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage. *Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.