



## STAFF REPORT

**MEETING DATE:** July 23, 2025

**PRESENTER:** Michael Barajas, Public Works Director

**SUBJECT:** Award of Contract for Street Sweeping Services (MB)

**RECOMMENDATION:** Council by motion adopt resolution to:

1. Award contract for Street Sweeping to Mid-Valley Disposal, LLC in the amount of \$155,904.00; and
2. Authorize the City Manager to sign the street sweeping contract on behalf of the City.

### EXECUTIVE SUMMARY:

The City of Kerman is responsible for the street sweeping maintenance of approximately 101 curb-miles of streets within City Limits. The City's sweeping responsibility includes residential, collector, and arterial streets and City-owned parking lots.

With the existing sweeping contract set to expire July 31, 2025, the City initiated a new solicitation for sweeping services by way of a Request for Proposals (RFP). An updated scope of work and specifications were prepared for scheduled, and on-call, street and parking lot sweeping services. The opportunity to submit a proposal was advertised on April 9, 2025.

On June 2, 2025, the following three (3) proposals received were opened and evaluated by City staff.

Contractor	Base Bid
Mid-Valley Disposal LLC	\$155,904.00
Sweeping Corporation of America	\$308,258.00
Select Sweeping Inc	\$399,568.00

Staff recommend the City Council award a sweeping services contract to Mid-Valley Disposal, LLC at a cost of \$155,904.00 for the term of August 1, 2025, to July 31, 2028, for scheduled and on-call street sweeping services. The agreement may be extended for an additional three (3) year period on the same terms and conditions upon written notice given by the City.

**FISCAL IMPACT:**

The cost of the street sweeping services contract with Mid-Valley Disposal, LLC is \$155,904.00 per year. Sufficient funding for the term of this contract is included in the FY 2025-26 operating budget and will be recommended for future budget years of FY 27 and FY 28.

**ATTACHMENTS:**

A. Resolution w/Exhibits

Attachment 'A'

**RESOLUTION NO. 25-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDING A SWEEPING SERVICES CONTRACT TO MID-VALLEY DISPOSAL, LLC FOR STREET SWEEPING SERVICES**

WHEREAS, the City issued a Request for Proposals (RFP) for street and parking lot sweeping services on April 9, 2025; and

WHEREAS, a total of three (3) proposals were received and opened by City Staff on May 15, 2025; and

WHEREAS, upon review, staff recommend City Council award a Street Sweeping Service Contract to Mid-Valley Disposal, LLC for a cost of \$155,904.00 for the term of August 1, 2025, to July 31, 2028, for scheduled and on-call street and parking lot sweeping services; and

WHEREAS, sufficient funds are included in the FY 2025-26 and future budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kerman as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City Manager is authorized to sign the service contract with Mid-Valley Disposal, LLC for street sweeping services.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 23<sup>rd</sup> day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

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Maria Pacheco  
Mayor

ATTEST:

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Josie Camacho  
City Clerk

EXHIBIT 'A'

**STREET SWEEPING SERVICES AGREEMENT BETWEEN THE CITY OF KERMAN AND MID-VALLEY DISPOSAL, LLC.**

This Agreement is effective on August 1, 2025, by and between the City of Kerman, a Municipal Corporation, hereinafter "City", and Mid-Valley Disposal, LLC., hereinafter "Contractor."

**RECITALS**

- A. The City of Kerman has historically contracted out its City Street Sweeping Services.
- B. The Contractor is engaged in the business of furnishing Street Sweeping Services for cities and other public entities.
- C. Contractor hereby represents that it desires to perform and that it is professionally and legally capable of performing the services called for by this Agreement.
- D. This Agreement will be Administered for City by the City Manager or City Manager's designee.

**AGREEMENT**

In consideration of the mutual promises and covenants contained herein including the recitals which are incorporated, City and Contractor agree as follows:

**1.0     SCOPE OF SERVICES**

A. General.

Contractor shall provide street sweeping services in the City using Contractor's equipment provided at the Contractor's expense. The Contractor will use regenerative air or mechanical broom sweepers agreed upon with the City as the type of sweeper that does the best job for the material that it is required to remove from the City streets. The sweeping shall include as many passes as necessary to leave the street in a clean condition. All sweepers used shall be PM-10 Complaint. The contractor is required to maintain a log which indicates dates, times, streets, and miles swept. The log shall be available for inspection by the Public Works Director or his designee.

During the term of the street sweeping contract between the Contractor and the City of Kerman or any extension thereof, the City may elect to increase or decrease the frequency and/or number of curb miles of street sweeping services. The said increase or decrease shall be made by the written change order to the Agreement. Contractor will be responsible for delivering to the City's yard waste and debris collected during sweeping services. It will be the responsibility of the Contractor to establish, maintain and pay all services fees for the hydrant meter and to submit an annual reading of the hydrant meter

to the Public Works Department throughout the contract before the end of each fiscal year i.e. by June 30<sup>th</sup>.

B. Services Areas.

Contractor will perform sweeping services in the service areas depicted in **Exhibit 'A'** and described as follows:

1. Route 1 (**R1**) includes the residential and industrial area west of Madera Avenue within the City limits.
2. Route 2 (**R2**) includes residential and industrial area east side of Madera Avenue within the City limits,
3. Route C (**RC**) includes State Route 145 and State Route 180.

The residential and commercial areas will be swept once per week, and the State Routes will be swept two (2) times per week. Route hours: The earliest daily start time for **Routes R1 and R2** is 7:00am The Earliest daily start time for **Route RC** is 4:00am and shall be completed by 7:00am. The days of the week will be determined in writing by City and Contractor.

C. Alleys.

All City-owned business alleys along with one alley located between 1<sup>st</sup> and 2<sup>nd</sup> St with cross streets – Kearney Blvd and Stanislaus Ave. shall be swept once every quarter. The City-owned business alleys are depicted in **Exhibit 'B'**.

D. Parking Lots.

The parking lots below shall be swept once a month on a day of the month, determined in writing by City and Contractor.

City Hall Parking Lots  
Kerckhoff Park parking lot  
Rotary Park parking lot  
Parking lot behind 690 S 4<sup>th</sup> Street

City owned parks and facility parking lots must be completed between the hours of 12:00am and 7:00am, to not interfere with typical hours of operations for those facilities and parks.

E. Holidays and Special Events.

If sweeping is not to be performed on certain holidays, the Contractor must provide a schedule for sweeping the missed streets. City shall be advised in advance of holidays to be observed by Contractor and shall be provided with a makeup schedule that is no more than one week later. Contractor will provide street sweeping service free of charge during the Harvest Festival, and after the Christmas Parade.

F. Delays in Sweeping Schedule.

All work shall be performed in accordance with the highest maintenance standard. In the event of inclement weather, such that sweeping is impractical, Contractor shall not be required to perform the regular sweeping schedule and can be adjusted with a makeup schedule. The Public Works Director or designee shall determine reasonably what constitutes “inclement weather” for the purposes of sweeping being impractical. Contractor shall, if requested by the Public Works Director, sweep any street that becomes littered with storm debris.

## **2.0 COMPENSATION**

### **A. Regular Services.**

City agrees to pay Contractor for services rendered according to the rate of \$12,992.00 per month for Year 1 of the agreement and will pay an adjusted rate each year based upon the United States Department of Labor – Bureau of Statistics – CPI databases. Average Price Data will be used for any such rate increase.

### **B. Additional Services.**

Additional services shall be provided at City's request based on the following rates:

Residential Streets without medians at a rate of \$65.00 per mile

Residential Streets with medians at a rate of \$75.000 per mile

Parking lots would be added at \$0.00135 per square foot

New alleys would be added at \$55.00 per mile

### **C. New Residential Service.**

For new residential streets to be added to the schedule, such service shall be pro-rated to the nearest one-tenth of a mile.

### **D. Additional Service.**

Additional sweeping as needed shall be provided at the rate of \$150.00 per hour on regularly scheduled workdays. If additional non-scheduled (emergency sweeping) is performed on a day other than a regularly scheduled workday, service shall be at the rate of \$200.00 per hour portal to portal.

### **E. Payment.**

Payment shall be made within thirty (30) days of receipt of an invoice for all authorized services.

### **F. Rate Changes.**

Beginning August 1, 2026, for the fiscal year of 2026-2027 and on each August 1 thereafter for each succeeding year during the life of the contract or any extensions or renewals, rates may be adjusted by a percentage equal to the United States Department of Labor –

Bureau of Statistics – CPS databases – Average price data for the 12 month period ending on May 31 of the just completed fiscal year.

### **3.0 TERMS OF AGREEMENT**

The term of this agreement will be for three (3) years and will commence on August 1, 2025, and end on July 31, 2028. This agreement may be extended for an additional three (3) year period on the same terms and conditions upon written notice given by the City at least thirty (30) days in advance of the termination date.

#### **1. EARLY TERMINATION OF CONTRACT**

##### **A. For Breach**

If, in the sole judgment of the City, services provided under this Agreement are not satisfactory, City shall notify Contractor in writing that the service is unsatisfactory and specify the acts or omissions which are unsatisfactory. Contractor shall have thirty (30) days from receipt of such notice to correct the acts or omissions of the satisfaction of the City. If Contractor's services are not satisfactory to City at the conclusion of the thirty (30) day correction period, City shall notify Contractor that the Agreement shall be terminated in thirty (30) days and City shall have no further obligation for services provided thereafter, or any obligation for early termination.

##### **B. For Convenience**

Either party may terminate this Agreement upon 60 days written notice.

#### **2. INDEMNITY**

The City shall not be liable to the Contractor or to any other person, firm, or corporation whatsoever, for injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about as a result of Contractor's performance of the work or services covered by this Agreement, or any part thereof.

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, bodily injury, death, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Contractor, its principals, officers, employees, agents, subcontractors, or volunteers in the performance of this Agreement. The obligation under this paragraph is in addition to and is not limited by any insurance which Contractor is otherwise required to maintain under this Agreement.

#### **3. INSURANCE**

1. Contractor and his subcontractors shall pay for any materials, provisions, and other supplies or items used in, upon, for, or about the performance or the work or services contracted to be done except as expressly set forth in this Agreement, and for any work or labor thereon of any kind and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, if applicable and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Workers' Compensation or other certificate as provided in said section.
2. Contractor shall, throughout the duration of the Agreement, maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, automobile liability insurance coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent), and statutory workers' compensation and employer's liability insurance, covering all operations of Contractor, its agents and employees, performed in connection with the Agreement. Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
3. Contractor shall maintain the following minimum limits:

**Commercial General Liability**

Per Occurrence        \$2,000,000

General Aggregate    \$4,000,000

The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.

**Business/Commercial Automobile Liability**

Combined Single Limit Each Accident    \$2,000,000

Worker's Compensation Insurance shall be maintained as required by the State of California and Employer's Liability Insurance with limits not less than \$1,000,000 each accident or disease.

4. All insurance companies affording coverage to the Contractor, except Workers' Compensation, shall be required to add the City of Kerman as an "additional insured" using Insurance Services Office form CG 20 10 or equivalent under the insurance policy for all work performed in accordance with these Specifications.
5. The policies shall allow and be endorsed as primary and not seek contribution from the City of Kerman's coverage.
6. The policies shall allow and be endorsed to include a waiver of subrogation in favor of the City of Kerman and its officers, officials, employees, and agents.
7. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State Department of

Insurance to transact business of insurance in the State of California with an AM Best rating of A- VII or higher.

8. All insurance companies providing coverage shall provide thirty (30) days' written notice to the City of Kerman should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.
9. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and Endorsements, in a form satisfactory to the City Attorney.
10. Contractor shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered a default by Contractor and may subject the Contractor to a suspension or termination of work under these Specifications.
11. Maintenance of insurance by the Contractor as specified in these Specifications shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.
12. All insurance certificates and endorsements that are a part of the Agreement with the City shall be approved by the Public Works Director and City Attorney as to form and content.

#### 4. NOTICES

Notices to be provided under this Agreement shall be sent by registered mail, return receipt requested, to the parties at the following addresses:

CITY: Mr. John Jansons  
City of Kerman  
850 S. Madera Ave  
Kerman, CA 93630

CONTRACTOR: Mr. Joe Heisdorf  
Mid Valley Disposal  
15300 W. Jensen Ave  
Kerman, CA 93630

## 5. INDEPENDENT CONTRACTOR

This Agreement is by and between City and Contractor and is not intended and shall not be construed to create the relationship of agent, servant, Employee, partnership, joint venture, or association as between City and Contractor. Contractor understands and agrees that all persons furnishing service to the City pursuant to the Agreement are for all purposes, including but not limited to workers' compensation and other liability, employees solely of Contractor and not of City.

## 6. ASSIGNMENT AND MODIFICATION

No assignment of this Agreement or any duty or obligation of performance hereunder shall be made in whole or any part by contractor without written consent of City. No modification of this Agreement, of any authorization for additional services shall be valid unless made in writing by the City Manager of City.

## 7. ATTORNEYS' FEES

In the event that it becomes necessary for either party to bring action with respect to enforcement of the provisions of the Agreement, the prevailing party in such action shall be awarded reasonable costs and attorneys' fees as may be determined by the Court.

Contractor shall comply with State of California prevailing wages laws. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et. seq., ("Prevailing Wage Laws"), which requires the payment of prevailing wage rates and the performance of other requirements on Public Works and Maintenance Projects, as defined by the Prevailing Wage Laws, and if the total compensation is \$ 1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws to the extent they are applicable to Contractor. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages-for each craft; classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers; employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## 8. COMPLIANCE WITH LAW

In providing the service required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. Contractor shall ensure that all employees have requisite licenses for performing work required by this Agreement.

**9. WAIVER**

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. The waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

**10. GOVERNING LAW AND VENUE**

This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply to the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

**11. HEADINGS**

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

**12. SEVERABILITY**

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

**13. INTERPRETATION**

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

**14. AUTHORIZATION**

Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate Mid Valley Disposal hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

The parties have executed this Agreement on the day and year above first written.

CITY:

**CITY OF KERMAN**

CONTRACTOR:

**MID VALLEY DISPOSAL, LLC**

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John Jansons  
City Manager

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Joe Heisdorf  
Chief Financial Officer

ATTEST:

APPROVED AS TO FORM:

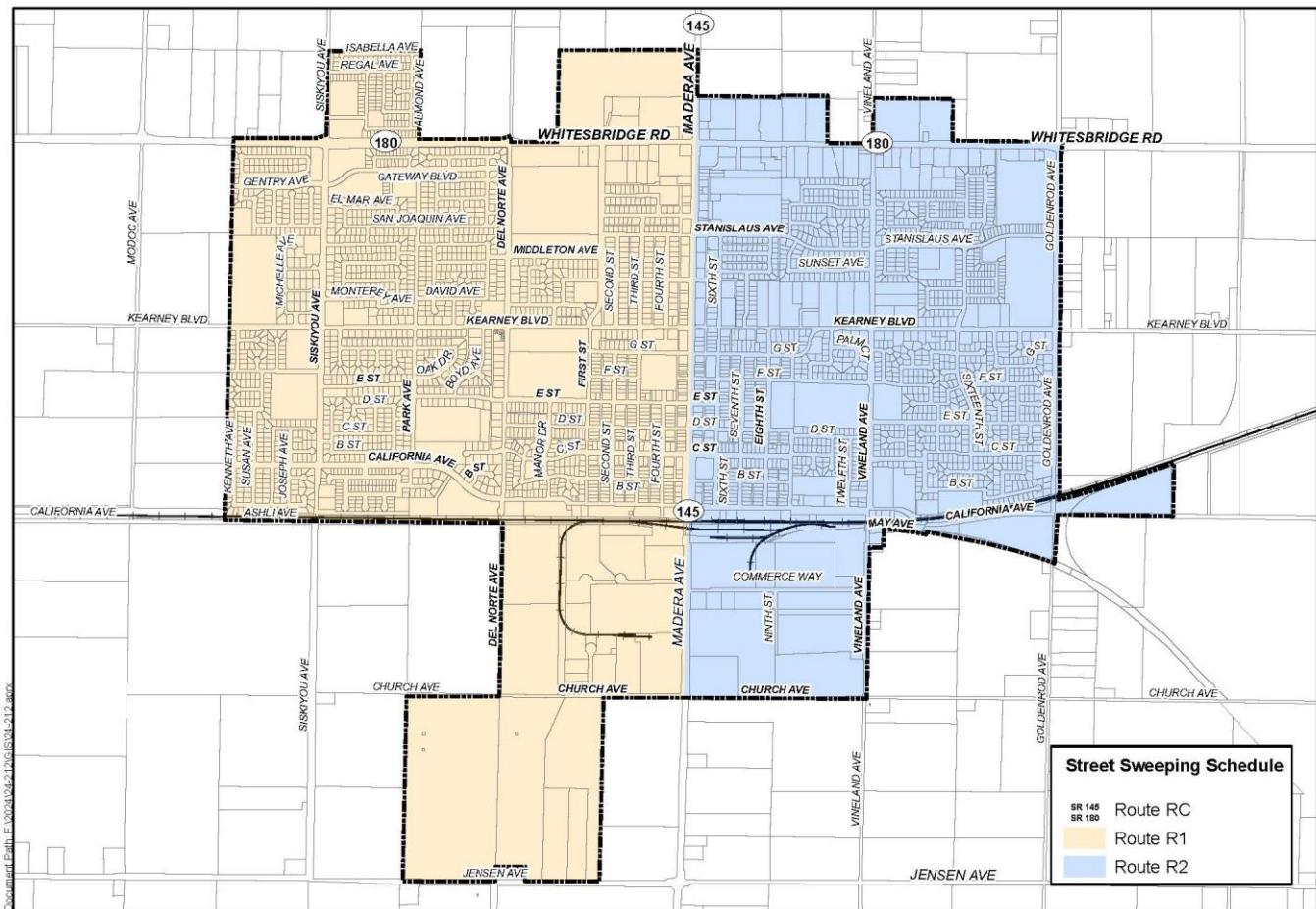
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Josie Camacho  
City Clerk

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Hilda Cantú Montoy  
City Attorney

## Exhibit 'A'



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A small black icon representing a city boundary or limit, consisting of a square with a dotted line inside.

## Street Sweeping Schedule



## Exhibit 'B'

