

RESOLUTION 18-138

**A RESOLUTION AUTHORIZING A CONTRACT WITH UNITED WASTE HAULERS
OF TENNESSEE, LLC
FOR
BULKY WASTE HAULING AND DISPOSAL**

WHEREAS, the City of Spring Hill desires to contract with a private company to haul and dispose of bulky waste; and

WHEREAS, the City of Spring Hill publicly advertised bids for such work; and

WHEREAS, United Waste Haulers of Tennessee, LLC was the lowest responsible bidder; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorize a contract with United Waste Haulers of Tennessee, LLC to haul and dispose of bulky waste and that the contract may be extended to June 30, 2021, and that funding for this work shall be from General Fund Highways and Streets Cost Center.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of August 2018.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

August 6, 2018

TO: Board of Mayor and Aldermen
CC: Victor Lay, City Administrator

FROM: Philip Stuckert, P.E. Infrastructure Director



SUBJECT: Contract Award to United Waste Haulers of Tennessee, LLC for Bulky Waste Hauling and Disposal Services.

Recommendation: That the Board of Mayor and Aldermen, by resolution, authorize a contract award to United Waste Haulers of Tennessee, LLC at the prescribed rate of \$47.00 per ton and \$165 per haul bulky waste hauling and disposal services.

Summary:

Bid were opened up on Thursday, July 26, for services related to bulky waste hauling and disposal services. The following bidders provided bids for the City to consider:

Contractor	Bid Amount
United Waste Haulers of Tennessee, LLC	\$47.00 per ton and \$165 per haul
Waste Solutions of Tennessee, LLC	\$50.00 per ton and \$425 per haul
Waste Management Inc. of Tennessee	\$449.00 per haul

Based on the prices submitted to the City from each vendor, we anticipate the annual cost will be as follows:

Hauler	Estimated Number of Hauls per year	Cost Per Haul	Estimated Number of Tons per Year	Cost per Ton	Total Estimated Annual Cost
United Waste Haulers of Tennessee, LLC	96	\$165.00	550	\$47.00	\$41,690.00
Waste Management Inc. of Tennessee	96	\$449.00	550	\$0.00	\$43,104.00
Waste Solutions of Tennessee, LLC	96	\$425.00	550	\$50.00	\$68,300.00

Each Monday, the city with its three knuckle boom trucks and operators drive predetermined routes throughout the city collecting bulky waste set out by Spring Hill residents. This service rest solely with citizens residing in single family houses. Multi-family units are not serviced by the city. Bulky waste can include, but is not limited to, household items, household fixtures, furniture, mattresses, wood, etc. Items not permitted are tires, paint and any liquids. The city currently uses Waste Management to haul and dispose of bulky waste that city forces place into three 30 cubic

yard containers located at 3893 Mahlon More. The roll off containers are hauled to a TDEC approved landfill nearly 20 miles away where the contents are landfilled. Last year the contractor pulled and disposed of approximately one hundred 30 cubic-yard roll off containers (about 550 tons). The City anticipates that this volume will grow each year approximately five percent. The city leases three 30 cubic yard containers from the current waste hauler and which must be replaced by the new hauler. This past year, the city spent nearly \$116,000 last year for bulky waste disposal, exceeding our contractual line item of \$70,000 by nearly double the budgeted amount. This year we anticipate the annual cost of

The minimum requirements and specification for the services, are set forth below.

- Provide three (3) 30-cubic yard containers to be located at 3893 Mahlon Moore
- Provide haul off and disposal service on a weekly or daily as demand requires.
- Provide to City a complete monthly summary sheet showing number of hauls, weights of bulky waste disposed of for each of the 30 cubic yard container throughout the month.
- Contractor shall provide the location of the landfill to Owner where bulky waste will be disposed

United Waste Haulers have an established business out of Mount Pleasant, Tennessee. Their business consists of a fleet of 9 roll off trucks, over a hundred 30 cubic-yard roll off containers and operate with a staff of 35 full time employees. They plan to haul our bulky waste to the transfer station in Mount Pleasant where it will be disposed of at the Decatur County Landfill. City staff plans to inspect their facilities prior to execution of the contract.

City staff recommends that the Board of Mayor and Aldermen enter into a contract with United Waste Haulers of Tennessee, LLC for bulky waste hauling and disposal. A resolution is prepared for BOMA's consideration.

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and United Waste Haulers of Tennessee, LLC located at 8000 Mt. Joy road, Mt Pleasant, TN 38474 ("Vendor") (collectively as "Parties"), and are entered into on August 20, 2018, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires bulky waste disposal services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be August 20, 2018.
 2. **TERM.** The term of this Agreement shall be from the Effective Date herein through June 30, 2020. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties.
 3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
 - c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
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4. VENDOR RESPONSIBILITIES.

- a. Provide three (3) 30-yard containers at 3893 Mahlon Moore Road, Spring Hill, TN as part of the unit bid prices provided below:
- b. Provide haul off and disposal service on a weekly basis or as needed.
- c. Provide services in the amount of the submitted bid dated 7.25.2018 as follows:
 1. Each container hauled for the City of Spring Hill will be charged at the rate of one hundred sixty-five dollars (\$165.00) per haul and forty-seven dollars (\$47.00) per tonnage.
 2. All Bulky Waste will be hauled to United Waste Haulers of Tn, LLC Transfer Station located in Mountain Pleasant, Tennessee, TDEC Number TRF60-1407.
- d. Provide to City a complete monthly summary sheet showing number of hauls, weights of bulky waste disposal of for each of the 30 cubic yard containers for each invoice.

5. CITY'S RESPONSIBILITIES.

- a. Provide access to the site during regular working hours Monday through Friday (7:00 AM to 2:30 PM):
- b. City will be responsible for collection of bulky waste from residential sites throughout the city and store the contents inside the three 30 cubic yard containers for the vendor to pick up at 3893 Mahlon Moore Road, Spring Hill, TN.

6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. AMENDMENT AND TERMINATION. This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

9. NO CONFLICT OF INTEREST. No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. ASSIGNMENT; SUBCONTRACTING. This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** The Contractor shall provide weekly pickup.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

22.01 **MISCELLANEOUS.** In order to induce United Waste Hauler of Tennessee LLC into entering into a multi-year agreement, all expenses except the tipping fee will be adjusted on July 1st and January 1st of each year during the term of the agreement. Adjustments will be based upon the change in the Consumer Price Index

for All Urban Consumers from the initial date of the agreement to the most recent adjustment date. The CPI index changes will be based on the most recent available data at the time of the request. The first adjustment, if required, will be made on January 1, 2019. If the landfill tipping fee or other charges change during the course of the agreement, the contractor shall submit a request to the owner for adjustments.

22.02 Contract price will be for hauling and disposal of bulky waste per ton per ton of bulky waste on an as-needed basis and valid through June 30, 2020. If both parties are in agreement on pricing and terms as specified above, the City will have the option to extend this contract for a period of (1) year not to extend beyond June 30, 2021.

22.03 The City makes no guarantee if estimated annual tonnage can be reached each fiscal year. Therefore contractor will not be allowed to make adjustments to the unit price per ton based on estimated annual quantity.

If to Vendor:	Michael Papineau United Waste Haulers of TN, LLC 8000 Mt. Joy Road Mt. Pleasant, TN 38474
If to City:	Mayor Rick Graham 199 Town Center Parkway P.O. Box 789 Spring Hill, TN 37174
Copy to:	Patrick M. Carter, Esq. Middle Tennessee Law Group, PLLC d/b/a Wolaver, Carter & Heffington 809 South Main Street, Suite 100 Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

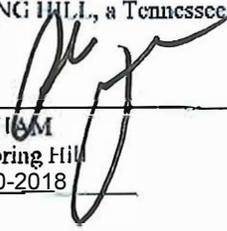
22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/hcr/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
RICK GRAHAM
Mayor of Spring Hill
Date: 08-20-2018

By: 
VENDOR REPRESENTATIVE
Date: 8/2/18