

**RESOLUTION 21-147**

**A RESOLUTION TO AWARD THE CONTRACT TO UNITED WASTE HAULERS OF TENNESSEE, LLC FOR BULKY WASTE PICKUP FOR THE CITY**

**WHEREAS**, the City of Spring Hill desires to contract for services which it cannot provide with a private vendor to haul and dispose of bulky waste collected from the citizens of the City; and

**WHEREAS**, a Request for Proposals was publicly advertised for said services with a bid opening on August 25, 2021; and

**WHEREAS**, United Waste Haulers of Tennessee, LLC was the sole bidder at a cost of \$48.50/ton and \$195.00/haul; and

**WHEREAS**, the term of the contract is for two years from date of award with the option to renew for two (1) year terms if both parties agree to the existing terms.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Award the contract for the bulky waste pickup to United Waste Haulers of Tennessee, LLC at a total bid cost of \$48.50/ton and \$195.00/haul.
2. Authorize the Mayor to sign the contract, attached herein.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7<sup>th</sup> day of September, 2021.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:**            *Approval of Resolution 21-147*

**SUBMITTED BY:**   Tyler Scroggins, Public Works Director

**DATE:**                September 7, 2021

**RE:**                    To award the contract for bulky waste pickup to United Waste Haulers of Tennessee, LLC and to authorize the Mayor to sign the contract

**ATTACHMENTS:**   Contract

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**PURPOSE:**

The purpose of this resolution is to award the contract for bulky waste pickup to United Waste Haulers of Tennessee, LLC and to authorize the Mayor to sign the contract.

**BACKGROUND:**

The City contracts with an outside vendor to provide services for bulky waste pickup and disposal for items picked up from citizens' homes when requested. The contract is for 6 roll-off containers, picked up on a weekly basis, and taken to a certified disposal site. The contract is up for renewal and an Invitation to Bid was advertised with a bid opening on August 25, 2021. United Waste Haulers of Tennessee, LLC was the sole bidder at a cost of \$48.50/ton and \$195.00/haul. (Current contract is with United Waste Haulers at a cost of \$47.00/ton and \$165.00/haul and was bid in August 2018.)

The contract term will be for two years from date of award with the option to renew for two (1) year terms if both parties agree to the existing terms.

**FINANCIAL IMPACT:**

The funding for the bulky waste pickup would be from the Streets and Highways department as budgeted for FY 2021/22 in 110-43100-200.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 21-147 to award the contract for bulky waste pickup to United Waste Haulers of Tennessee, LLC and to authorize the Mayor to sign the contract.



**UNITED WASTE HAULERS  
OF TN, LLC**

8000 Mount Joy Road  
Mount Pleasant, TN 38474

Phone: 931-379-9200  
Fax: 931-379-9203  
Emergency: 931-797-9515  
Email: [mikep416@hotmail.com](mailto:mikep416@hotmail.com)

To:

The City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

Thank you for giving United Waste Haulers the opportunity to bid on the City of Spring Hill's Bulky Waste Disposal.

United Waste Haulers has proudly been servicing the City of Spring Hill's Bulky Waste since 2018 and hope to continue our relationship with the City of Spring Hill. It has been a true pleasure and honor to work with the City of Spring Hill and its valuable team members. It is my sincere hope that you are completely satisfied with our service.

I personally have enjoyed our business relationship these past few years and I am hopeful our relationship can continue in servicing the City of Spring Hill for their Bulky Waste removal.

If you have any questions or concerns feel free to contact me directly at my cell phone 931-797-9515.

Sincerely

A handwritten signature in black ink, appearing to read "Michael Papineau", written in a cursive style.

Michael Papineau

Owner

United Waste Haulers of Tennessee, LLC

**BULKY WASTE DISPOSAL**  
**SPECIFICATIONS**

**1.00 GENERAL**

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.

1.01 Contractor will provide six (6) 30 cubic yard roll off containers along with services to dispose of the bulky waste deposited into the containers by City staff.

1.02 Contractor will utilize their drivers and equipment to transport each roll off containers filled with bulky waste to a TDEC approved disposal site on a weekly basis.

1.03 Containers are located at 3893 Mahlon Moore Road. Pickup of full containers and replacement with empty containers must be within the regular business hours of 7:00am-3:00pm, Monday-Friday.

The average tonnage of bulky waste hauled to a disposal site is approximately 3 to 4 tons per roll off container and varies by season.

The minimum requirements and the specification for the Services, as well as certain requests for information to be provided by Vendor as part of its proposal, are set forth below.

**2.00 REQUIREMENTS FOR CONTRACTOR PERFORMING SERVICES**

2.01 Provide six (6) 30-cubic yard containers to be located at 3893 Mahlon Moore Road

2.02 Provide haul off and disposal service on a weekly basis

2.03 Pricing should include all fees associated with disposal of waste

2.04 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.

2.05. The unit price shall include the following:

a. landfill tipping fee and all other state and federal regulatory fees associated with landfilling

b. hauling of bulky waste from 3893 Mahlon Moore Road to the designated landfill site (presumed to be Cedar Ridge) where bulky waste shall be disposed.

2.06. Contractor shall provide the location of the landfill to Owner where bulky waste will be disposed.

**3.00 ADDITIONAL INFORMATION SPECIFIC TO THIS RFP**

All bids should be signed by company representative giving bid. Payment will be made 30 days after delivery unless discount is given for earlier payment..

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

Contractor shall provide invoices to the City of Spring Hill requesting payment. Payment will be based on tonnage of bulky waste hauled to the landfill. The invoice shall show the tipping fee and other associated fees for disposal.

#### 4.00 PRICE AND TIME ADJUSTMENTS

4.01 Contract price is a fixed price with no price increases or adjustments for hauling and disposal of bulky waste per ton per ton of bulky waste on an as-needed basis and valid for twenty-four (24) months from date of contract execution. If both parties are in agreement on pricing and terms as specified above, the City will have the option to extend this contract for two (12) month renewals.

4.03 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.

#### 5.00 PROPOSAL PRICING FOR SERVICES

WORK DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE PER TON OF BULKY WASTE	TOTAL PRICE (written in numbers)
Haul and Dispose of Bulky Waste to TDEC Approved Landfill	550	TON	\$48.50 per ton \$195.00 per haul	\$48.50 per ton \$195.00 per haul

#### Total Price in Writing

Each container hauled for the City of Spring Hill will be one hundred and ninety five dollars per haul and forty-eight dollars and fifty cents per tonnage.

All bulky Waste will be hauled to United Waste Haulers of TN, LLC Transfer Station located in Mount Pleasant, Tennessee. TDEC Number TRF60-1407

United Waste Haulers of Tennessee, LLC

(Proposer Company Name)

To: City of Spring Hill

Ref.: Bulky Waste Disposal

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the equipment pursuant to the above referenced Request for Proposal upon the terms quoted below.

Respectfully submitted,

Proposer: United Waste Haulers of Tennessee, LLC -Michael Papineau

By:   
(Authorized Signature for Proposer)

Name: Michael A Papineau

Title: Manager

Address: 8000 Mount Joy Road Mount Pleasant, TN 38474

**Contact Number:** 931-797-9515

**Email:** Mikep@unitedwaste haulers.net

**Date:** 08/02/2021

## 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 HAULER OF TENNESSEE, LLC\_\_ (“Vendor”) (collectively as “Parties”), and is entered into on \_\_SEPTEMBER 8\_\_, 2021, 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 \_\_SEPTEMBER 8\_\_,  
\_2021\_.
2. **TERM.** The term of this Agreement shall be for twenty-four (24) months from the Effective Date herein through \_SEPTEMBER 8, 2023\_. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties for two (12) month renewal periods.
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.

4. **VENDOR RESPONSIBILITIES.**

- a. Provide six (6) 30-yard containers at 3893 Mahlon Moore Road, Spring Hill, TN;
- b. Provide haul off and disposal service on a weekly basis.

5. **CITY'S RESPONSIBILITIES.**

- a. Provide access to the site during regular working hours Monday through Friday (7:00 AM to 3:00 PM);
- b. City will be responsible for collection of bulky waste from residential sites throughout the City and store the contents inside the six 30 yard containers for 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:

If to Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City: Mayor Jim Hagaman  
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

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/her/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:   
JIM HAGAMAN  
Mayor of Spring Hill  
Date of Execution: 9-7-2021

By: \_\_\_\_\_  
VENDOR REPRESENTATIVE  
Date of Execution: \_\_\_\_\_