

RESOLUTION 22-73

A RESOLUTION AUTHORIZING AN EXTENSION OF THE EXISTING WASTE MANAGEMENT CONTRACT

WHEREAS, the City of Spring Hill is currently in a contract with Waste Management for garbage and recycling services; and

WHEREAS, the current contract has an expiration date of April 30, 2022; and

WHEREAS, due to current market conditions, the City and Waste Management agreed to a revised two year extension of the existing contract with minor modifications; and

WHEREAS, final terms and agreements are in process but the final contract will not be fully negotiated for execution prior to the expiration date; and

WHEREAS, both parties have agreed to a one month extension through May 31, 2022 of the current contract with retro billing for the one month once the new contract is agreed upon and signed.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen authorize a one month extension of the current Waste Management contract through May 31, 2022.

Passed and adopted this 18th day of April, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Discussion of Waste Management Contract*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: April 4, 2022
RE: To discuss the extension and modification of the existing
 Waste Management contract

BACKGROUND:

The City of Spring Hill's current contract with Waste Management for trash removal and recycling expires April 30, 2022. Due to the current state of inflation, the City has determined that is not in the best interest to advertise for new bid proposals. Staff and Waste Management have discussed extended the current contract with minor modifications for another two years, at which point the City could choose to rebid the services.

FINANCIAL IMPACT:

The cost of residential pickup would increase from \$12.11/month to \$15.50/month. All associated costs for the services are charged to the customers via their monthly water bill.

The contract is being presented to the BOMA for review. Waste Management is also currently reviewing. The City's attorney has reviewed and his comments have been incorporated into the draft.

CONTRACT FOR SERVICES
AS EXTENDED AND MODIFIED

THIS CONTRACT FOR SERVICES **AS EXTENDED AND MODIFIED** (herein "Contract") is made and entered into this the ___ day of _____, 2022 by and between the CITY OF SPRING HILL, TENNESSEE, a Tennessee municipal corporation (herein the "CITY") and Waste Management, Inc. of Tennessee (herein the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY desires to contract with a Contractor of Solid Waste Collection Services which shall exclusively furnish all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect and transport Garbage, Waste, and Recyclable Materials from designated residential locations and Public Facilities and Garbage and Waste from Commercial and Industrial businesses within the City of Spring Hill, Tennessee, or which come within the corporate limits of Spring Hill by reason of annexation during the term of this Contract, transport same to the designated disposal location, or recycling location, and perform all other work or services incidental to Garbage, Waste, and Recyclable Materials collection and transportation services in strict accordance with the terms and provisions of this Contract. In performance of this Contract, the CONTRACTOR binds himself to the CITY to comply fully with all provisions, undertakings, and obligations hereinafter set forth (**herein the "Contract Items"**), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the equipment in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. SCOPE OF CONTRACT

The Contractor is to furnish the services as specified in this contract for the Collection and Disposal of Garbage & Recyclable Materials.

~~The CONTRACTOR is to furnish the services as specified in the Request for Proposals dated November 2018 issued by the CITY for the Collection and Disposal of Garbage & Recyclable Materials (herein the "Request for Proposals") and any amendments thereto. The Request for Proposals and any amendments thereto are attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof. In addition, the parties expressly agree that the following documents are a part of this Contract and are incorporated by reference herein and made a part hereof:~~

~~General Conditions Service
Specifications~~

~~Non-Collusive Bidding Certificate Option to
Extend
Appendix A - Service Stops for City Buildings
Appendix B - City of Spring Hill Holiday Schedule for 2019 Appendix C -
Performance Bond~~

~~If any provisions of Exhibit A conflict with the terms of this Contract, the terms of this Contract take precedence and control over such conflicting language.~~

2. DEFINITIONS

Bags - Plastic sacks designed to store Garbage with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 75 pounds.

Bin - Metal receptacle that can be lifted and emptied mechanically for use at Commercial and Industrial Units.

Bulky Waste - Used and discarded mattresses and box springs, stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Yard Waste with weights or volumes greater than those allowed for Containers.

City - City of Spring Hill, Tennessee.

Commercial & Industrial Refuse - All Garbage and Rubbish generated by a Producer at a Commercial & Industrial Unit.

Commercial or Industrial Unit - All premises, locations or entities, public or private, requiring Garbage collection within the corporate limits of the City and not classified as residential.

Container (Residential) - A receptacle with a capacity of not greater than 96 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by pests. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 75 pounds.

Commercial & Industrial - Contractor to provide all commercial & industrial bins as needed to service the customer. Compactor unit may be provided by the customer as defined in the specifications.

Contract Documents - The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contractor - Waste Management, Inc. of Tennessee.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or

easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Hazardous Waste, Rubbish or Yard Waste.

Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate, State Agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.

Material Recovery Facility (MRF) - A facility that receives and processes Single Stream Materials and/or Recyclables for resell, reuse, or recovery.

Non-Recyclables - Any materials in the Single Stream Materials or Recyclables that are not Recyclables.

Producer - An occupant of a Residential, Commercial or Industrial Unit who generates Garbage.

Recyclable Material or Recyclables - A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.

Recycling Container - A Contractor owned rubber-wheeled receptacle to be used for Recyclables with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of eight or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Single Stream Materials - All materials deposited by a Customer in the Customer's Recycling Container or Container, including any Recyclables and Non-Recyclables.

Roll-off Container - Metal receptacle that can be lifted mechanically and hauled to the landfill for disposal typically measuring 20, 30 or 40 cubic yards, generally intended for high-volume Waste or construction debris generating customers, but does include compactors.

Unacceptable Waste - Material that is excluded from this Contract and that CONTRACTOR has no obligation to collect, including without limitation, Hazardous Waste; Special Waste; Bulky Waste; waste or material the acceptance of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement; untreated medical waste; is or contains solid or dissolved material in

domestic sewage; or present a danger to the health or safety of the public or Contractor's employees.

Waste - All Garbage and putrescible and non-putrescible waste, including organic materials. The term "Waste" specifically excludes Unacceptable Waste.

3. GRANTING OF EXCLUSIVE FRANCHISE

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City and other areas of the City where the City provides utilities, water or wastewater service to conduct business for the purpose of collection Residential Unit Waste and Recyclables, and Commercial and Industrial Unit Waste, as further described in this Agreement. This exclusive franchise excludes projects serviced by Roll-Offs and located within the City's incorporated limits

4. TERM OF CONTRACT

The period of this Contract shall be for two (2) years after the initial two year period, beginning May 1, 2019 and ending April 30, 2022, beginning on XXXX XX, 2022 and ending on XXXX XX, 2024. This Contract may be extended upon mutual agreement of the CITY and CONTRACTOR upon the same terms or as otherwise mutually agreed in writing for one (1) additional two-year term, up to a cumulative total of four (4) years.

5. CONTRACTOR SERVICES

5.01 Residential Collection:

Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Container or Bag one time per week during the term of this Agreement. **The Contractor will supply one (1) 96-gallon container for each household. If additional containers are requested, the homeowner will be required to pay for any container beyond the one provided. The City's logo will be on the exterior of each container for identification of supplied container. The City will agree to a pro-rated buy back of any containers, based on the cost of the life of the container. Homeowners will be required to utilize only the supplied containers.**

5.02 Residential Recyclables Collection:

(a) **Frequency.** Contractor shall provide once every other week collection of Recyclables placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials. If the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) Recyclables Specifications.

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
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Plastic-PETE & HDPE containers (milk jugs & soft drink containers) -#1-#7	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles,	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Plastic bottles and tubs with symbol #5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Plastic -PETE and HDPE #3,	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors; light bulbs	Mirrors, window or auto glass
Glass food and beverage containers - clear, brown, or green	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene (ex. Foam packing peanuts)	Coat hangers, Shoes
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Unacceptable Materials or containers which contained Unacceptable	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils. Soiled paper, including paper plates, cups and pizza boxes.
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Liquids	Electronics

(c) **Delivery Specifications.** Single Stream Materials may not contain Non-Recyclables or Unacceptable Waste. The City acknowledges that Contractor is delivering the materials to a third-party MRF owned and operated by Marshall County. The City agrees that if the MRF imposes new charges or increases in charges upon the materials delivered by Contractor under this contract, such charges are "pass-on" costs that Contractor has the right to request to pass-on to the City. Contractor agrees to notify the City of any requested charge or change received from the MRF within seven days of Contractor's receipt of same. Contractor shall submit its requested adjustment based on the MRF charges to the City, and the City shall approve or deny Contractor's request within 30 days of receipt. If the City denies Contractor's request or fails to take any action within 30 days, the Contractor has the right to terminate the contract, with no penalty, upon 90 days' written notice to the City. The MRF may reject in whole or in part or process, in its discretion, materials not meeting the Recyclables specifications, and the City shall pay or reimburse Contractor for any disposal costs or other expenses that the MRF incurs and passes through to Contractor due to non-conforming materials (i.e., trash and contamination). The City acknowledges that Contractor may face unforeseen charges or increases that the MRF passes-on based on the recycling market, the quality of the materials collected, and/or uncontrollable circumstances. Contractor reserves the right upon notice to the City to discontinue acceptance of any category of Recyclables that the MRF will no longer accept due to market conditions related to such material.

(d) **Recycling Market Changes:** The market for Recyclables continue to evolve and is volatile. As such, Contractor cannot make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, the MRF reserves the right to dispose of that material. Contractor also reserves the right to add or delete materials from the list of Recyclables based upon requests, demands, or requirements made by the MRF, changes in market conditions, uncontrollable circumstances, government restraint, or changes in foreign or domestic laws, rules. Regulations, orders, proclamations, or ordinances or the enforcement thereof, and Contractor will provide written notice to the City of those changes. In the event that a change in law or a material change in market conditions that has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

5.03 Unacceptable Waste

Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

5.04 Recyclables Containers:

(a) Contractor shall provide one Recycling Container to each Residential Unit at the commencement of this Agreement. Recycling Containers shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or ally, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Recycling Container location by the Customer. Customers shall not overload Recycling Containers, and the lids shall be able to close securely.

(b) Contractor shall not be required to collect (i) any Recyclables that are not placed in a Recycling Container, (ii) any Recyclables from a Polycart that is overloaded by weight or volume, or (iii) a Recycling Container that is not properly placed curbside.

(c) The Recycling Containers furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Recycling Containers. The Recycling Containers shall remain at the location of the Residential Unit where delivered by the Contractor. The Customer shall be responsible for all loss or damage to the Recycling Containers, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Additional Recycling Containers are available for Residential Unit Customers at an additional charge to be paid by the Customer. In the event a Recycling Container should be lost or damaged, Contractor agrees to replace such lost or damaged Recycling Container with a replacement Recycling Container.

5.05 Commercial and Industrial Unit Services

Contractor shall have the exclusive right to collect and transport Waste generated at Commercial Units and Industrial Units, utilizing Bins or other containers, excluding Roll-Off Containers. The frequency of collection and the number of Bins or containers to be used shall be as reasonable requested by such Commercial Unit or Industrial Unit Customer and agreed to by Contractor. The Bins or other containers

shall be located on a concrete pad to accommodate equipment and at a location reasonable acceptable to Contractor.

6.0 SERVICES AND STANDARDS

6.01 Contractor shall only collect Garbage and Recyclable Materials placed in Approved Garbage Containers and Approved Recycling Containers.

6.02 Hours: Collection of Garbage and Recyclables shall be made in residential areas beginning no earlier than 6:00 A.M. and ending no later than 6:00 P.M. There shall be no collection service on Sundays, except in time of emergency or to maintain schedules due to holidays between the hours of 9:00 A.M. until 5:00 P.M.

6.03 Spillage and Litter: Contractor shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in an Approved Container or in a manner consistent with the Spring Hill Municipal Code. During hauling, all Waste shall be contained, tied or closed so that leaking, spilling or blowing out of trucks or containers is prevented. Canopies must cover the entire frame of cargo area, must be closed with no gaps or holes, and tied tightly. Frame and canopy must cover the full sections while collection continues. Every vehicle used by Contractor for removal or transportation of Garbage or Recyclables shall carry at least one (1) shovel and one (1) broom, and any other equipment which may be necessary for keeping the vehicle clean and for cleaning the area in which such debris is collected.

6.04 In the event of spillage caused by Contractor, Contractor shall promptly clean up the litter. Contractor is not required to clean up Waste spilled by the Customer prior to collection or spillage resulting from overloaded or overfilled Bins or containers or Waste set on top of Bins or containers; however, Contractor has the right to take digital photographs documenting the overloaded; overfilled or waste placed on top of the container or Bin or left on the ground for collection and to contact the Customer to either increase the frequency of collection or increase the size of the Bins or containers or add an additional Bin. If the Customer refuses such efforts and overloading or overfilling continues, Contractor shall refer problems with Customers who regularly overload, overfill, or place Waste or material on top of Bins or containers to the City and the City will support Contractor's efforts to "right-size" the Customer's equipment or collection frequency.

6.05 Collection Location: All Garbage and Recyclables shall be placed by residents at a location prior to scheduled collection that is readily accessible to Contractor's personnel. Containers must be removed from curbside by the individual homeowners or maintenance staff at Multi-Family Complexes by 6:00am the following morning.

6.06 Contractor shall replace all single-family home Approved Containers back on to the owner's property in orderly fashion with lids on and in the same location they were placed by the owner prior to pickup.

6.07 Contractor shall not be required to, but may pick up Garbage and Recyclables on legal holidays up to 6 P.M. The City will not pay holiday or Saturday tipping fees.

6.08 Employees of Contractor shall not be required to expose themselves to dangerous or vicious dogs in order to perform their duties hereunder. All such incidents must be immediately reported to City Hall and/or the City's Police Department.

6.09 Contractor shall collect Garbage and Recyclables with as little noise as possible. Approved Containers shall be thoroughly emptied and left at the premises where they are found with lids securely fastened. Under no circumstances, shall Contractor leave collected Garbage or Recyclables spilled from its vehicles on City roads.

6.10 The work of Contractor shall be performed in a prompt, proper and workmanlike manner, satisfactory to the City and subject to all laws of the City and all other applicable rules, regulations and ordinances.

6.11 If due to unsuitable weather or any other unforeseeable obstacle, Contractor fails to furnish the collection on the scheduled day, Contractor will proceed to the next day's route and, in addition to that, must complete what was left over from the preceding day. In other words, under no condition must a route be more than twenty-four (24) hours overdue from the schedule, provided that the roads are passable and safe for both the Contractor's employees and the public. Contractor is under no obligation to perform collection services during a Force Majeure event. If roads are impassable, as reasonably determined by the parties, the routes will be completed as soon as possible after road clearing. The City's collection service will not be inconvenienced for any other community.

6.12 If Contractor finds impassable road conditions, Contractor shall immediately notify the City. If City clears the road within one (1) hour of notification, then Contractor shall complete collections on the same day assuming the conditions of roads to and from the service location are safe for Contractor and the public.

6.13 Contractor shall establish and maintain an office having a local or toll-free phone number where service may be applied for and complaints can be made. It shall have a responsible person in charge during collection hours and shall be open during normal business hours 8:00 A.M. to 5:00 P.M., Monday through Friday. A telephone answering service or answering machine capable of recording customer requests, complaints and questions shall operate twenty-four (24) hours per day, seven (7) days per week. Contractor shall provide means to collect a reported missed pickup each weekday until 4:30 P.M. Contractor shall keep a written log of all complaints and the action taken on any complaint. The written log maintained by the Contractor shall be available for inspection upon request by the City during normal business hours. Contractor must designate one primary person to follow up on all complaints within one business day.

6.14 Routes of Collection: Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.15 Holidays: The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. If the collection date of Residential Waste shall occur on a holiday, such Residential Waste shall be collected on the next schedule service day for such Residential Unit. If the collection day for Commercial Waste shall occur on a holiday, Contractor shall be responsible for providing make-up collection for such Commercial Unit, as needed.

6.16 Disposal: The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

6.17 Complaints: Customer complaints shall be directed by the City to Contractor, and Contractor shall commence to resolve such complaint within one (1) business day. Any alleged missed pickups will be investigated by Contractor and, if such allegations are verified, Contractor shall arrange for collection on the next business day after verification of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

7. CONTRACTOR'S EQUIPMENT

7.01 Contractor shall furnish at its own cost and expense the necessary labor, equipment and all other necessary appurtenances as shall permit Contractor, adequately and efficiently, to perform its duties hereunder. Multi-family complexes should not be paying Contractor for initial, additional or replacement containers.

7.02 All equipment shall be maintained in good, workable condition. Satisfactory proof of continued maintenance shall be presented to the City upon request. Vehicles must be equipped with metal bodies or bodies securely lined with metal and with closely fitted metal covers, so as to prevent the escape of any liquids, Garbage or other articles being carried therein, and shall meet all standards of the Department of Health at all times. Vehicles must be cleaned on a weekly basis.

7.03 Every vehicle used by Contractor in the performance of this contract shall be equipped in compliance with federal and state standards and shall contain an alarm that is activated when the vehicle is in reverse gear. All equipment of vehicles shall conform to all State and Federal safety and emission standards

7.04 Every vehicle used by Contractor in the performance of the Contract shall be equipped with real-time GPS vehicle tracking equipment to allow Contractor and the City to monitor the progress of the vehicles and ensure compliance with routes and schedules. **Each vehicle will include a camera on the hopper in the event of a customer complaint about missed pickup to determine if the garbage was out.**

7.05 All equipment and vehicles must be kept at all times in a sanitary condition and the judgment of the City or its agent shall be binding in this regard. Vehicles used for collection of

Recyclables must be fully enclosed by a metal-framed canopy whenever in motion; a tarpaulin cover is not acceptable.

7.06 The City may assess and withhold the following liquidated damages from payment owed Contractor as provided below. No liquidated damages will be imposed during or as a result of a Force Majeure event or as a result of a Disaster Event. Prior to deducting any liquidated charges from payments due to the Contractor, the City shall provide Contractor with written notice and details of all claims giving rise to any charges it plans to assess and allow the Contractor to respond or disprove the claimed event. Contractor shall send its response and/or proof to the City within 14 days after receipt of notice from the City. If Contractor fails to respond to the City's notice of claimed administrative charges or fails to provide information refuting the claim, then the City may automatically deduct the total charge from the payment due to the Contractor.

Act/Omission	Administrative Charge Amount
Failure to collect Residential Waste that was timely set out and verified by Contractor as missed within one business day (excluding Saturday and Sunday).	\$100.00 each incident to a maximum of \$250.00 per truck per day.
Failure to clean up spillage of Residential Waste or Recyclables caused by	\$500.00 per incident
Hydraulic Spill Clean-up	\$500.00 per incident
Commercial Waste Missed Pick Up	\$500.00 per incident

For repeated Contractor acts or omissions set forth in the above table, the City may assess a maximum charge of \$5,000.00 per month.

7.07 Unresolved disputes between Contractor and the City residents shall be decided by an official or employee designated by the City. Contractor must have a listed telephone connection in its office. The decision of the City regarding a dispute between the Contractor and a City resident will be final.

7.08 There shall be no assignment or subcontracting of the Contract nor of any part thereof, nor of any interest therein, without the prior written consent of the City.

8. COMPENSATION

8.01 Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and labor as specified in its Proposal to the CITY and to furnish all labor, equipment, materials, supplies and other necessities required to perform the services (including unexpected overtime, additional equipment, or other needed resources) within the schedule or time period specified at the rates specified in CONTRACTOR's Proposal and amendments. Exhibit 'B' sets forth the agreed upon Base Rates for CONTRACTOR's services as of the Contract effective date and is incorporated herein by reference.

8.02 Annual Increases. The parties agree that on April 1 of each contract year, the Base Rates will be increased by 2.5 %.

8.03 Additional Adjustments. Contractor shall also be entitled to seek an increase in Base Rates from time to time during the term of this Agreement to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, increases by the MRF, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Contractor shall submit its requested adjustment in Base Rates to the City, and the City shall approve or deny Contractor's request within 30 days of receipt. If the City denies Contractor's request or fails to take any action within 30 days, the Contractor has the right to terminate the contract, with no penalty, upon 90 days' written notice to the City.

9. PAYMENT AND BILLING

9.01 City shall provide billing and bill collection services for all Residential Unit customers. The CONTRACTOR will be paid monthly by the City for residential Waste and Recyclables services at the then applicable prices. The CONTRACTOR shall submit monthly billings to the City on a form mutually agreed to by the Parties. CONTRACTOR shall bill in arrears and payment of the billing will be made no later than thirty (30) days from the date of invoice receipt by the City. All invoices shall be directed to City of Spring Hill, Accounts Payable, P.O. Box 789, Spring Hill, Tennessee 37174. Past due invoices shall bear interest at the highest rate permitted by law.

9.02 The CONTRACTOR will be responsible for billing and collecting from all Commercial and Industrial Unit customers. For Commercial and Industrial Unit customers, Contractor shall require payment of such invoices within thirty (30) days after the invoice date, with past due invoices bearing late charges or interest as allowed by law. Contractor shall have the right to suspend service to any Commercial and Industrial Unit customer that is delinquent in payment to the Contractor after providing notice to the customer. If Contractor suspends service to a Commercial or Industrial Unit Customer for failure to timely pay Contractor's invoices, Contractor has a right to charge a service reactivation fee if such service to the Customer is reinstated.

9.03 Subject to adjustments as provided in this Contract, monthly billings for Residential Services will be an amount equal to the applicable monthly unit prices multiplied by the Count as defined herein and determined pursuant to section 9.4. The City reserves the right to partially pay any billing submitted by the CONTRACTOR for failure to complete collection routes or for failure to complete all collection services required during the collection route schedules after appropriate notification is made by the CITY and if the issue is not resolved within 7 days. **No interest will be charged on withheld amount and the withheld amount will not be considered late payment.**

9.04 Residential Unit Count

a. CITY's payment to CONTRACTOR for Residential Unit services will be based on the Residential Unit count (the "Count") that will include all single-family households receiving sanitation services as indicated in the City's utility billing system. The City will be responsible for determining and providing the Counts to the CONTRACTOR on a quarterly basis. Contractor will perform an annual physical count of Residential Units. Accordingly, such Count will include single-family residential dwellings and certain high-density dwellings such as townhouses, duplexes, and condominiums. Excluded from the Count will be certain multi-family dwellings such as apartments, residences under construction and commercial establishments and some vacant homes. CONTRACTOR has no

responsibility for any incorrect Counts provided by the CITY; but CONTRACTOR has the right to verify the Count information provided by the CITY by doing a physical count. Any errors or mistakes in the residential Count shall be corrected within one year of the date such Count is provided to the CONTRACTOR or the mistake is waived and released by both parties.

b. A new initial Count will be determined and established by the City as of April 1, 2022 for the initial calendar three-month period of this Contract. Thereafter, a revised Count shall be determined by the city at the beginning of every three months during the term of this Contract to establish the Count to be used for all monthly billings during that same 3-month period. The CITY shall provide the count information to Contractor no later than the last day of the month before the beginning of the quarter.

10. ADDITIONAL SERVICES; DISASTER EVENT

10.01 In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional equipment not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable written agreement regarding scope of work and cost for the additional services and/or equipment.

10.02 Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other act of God ("Disaster Event"), Contractor shall have no obligation under this Agreement to collect any material or debris resulting from the Disaster Event. The City has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster Event.

10.03 Contractor agrees to provide Waste collection equipment and services to City owned and/or operated facilities as set forth in Exhibit C to this Contract.

11. CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

12. COMPLIANCE WITH THE LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, Ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the CITY regarding the Contract Items.

13. TERMINATION

Except as otherwise provided herein, if either party defaults in the performance of any of the

covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

14. CONTRACTOR OBLIGATIONS

The CONTRACTOR agrees that the Contract Items, including any equipment provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors. The CONTRACTOR agrees that all equipment provided shall be furnished to the CITY in good and working condition. If the CONTRACTOR is notified in writing by the CITY of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the CITY; or (ii) refund to the CITY the charge paid by the CITY which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other Contractors.

15. DELAYS, DAMAGES

Except for events of Force Majeure or as otherwise agreed by the parties, if the CONTRACTOR refuses or fails to prosecute the work with such diligence as will ensure its completion and Contractor has failed to cure such failure as prescribed in the Termination section of this Contract, the CITY may terminate its rights hereunder. In such event, the CITY may require the surety to fully perform and complete the work in the manner required by the performance bond or the CITY may take over the work and prosecute the same for completion by Contract or otherwise and the CONTRACTOR and his surety shall be liable to the CITY for any excess cost occasioned thereby. The CONTRACTOR shall be liable for any damage to property to the extent caused by the CONTRACTOR's negligence or misconduct as a result of any work CONTRACTOR performed under this contract.

16. FORCE MAJEURE

CONTRACTOR shall use reasonable efforts to furnish to the CITY the services as provided for in this Contract; but it is understood and agreed that CONTRACTOR does not guarantee its ability to provide such use at all times and CONTRACTOR will not be liable to the CITY if such services are not provided as contemplated herein due to any of the following events: flood, earthquake, fire, epidemic, acts of God, war, national emergency, civil disturbance, riot, sabotage or terrorism, restraint by court order or order of public authority, and similar occurrences beyond the reasonable control of CONTRACTOR that makes compliance with any of the material obligations under this Contract in a timely manner impracticable or impossible. Rain, sleet, snow, tornados and severe wind all are anticipated to occur during the term of this Contract and only such weather conditions that are so severe as to preclude operations by the CONTRACTOR under a reasonable man

standard or endanger the health, safety, or welfare of the public or CONTRACTOR's personnel shall excuse CONTRACTOR from timely performing its services hereunder. If such weather conditions do occur that entitle CONTRACTOR to delay or excuse it from performance of its services, CONTRACTOR and the CITY SHALL negotiate in good faith regarding what reduction should be made in payments to CONTRACTOR hereunder, if any.

17. INSURANCE

The CONTRACTOR shall, at all times, maintain policies providing the following minimum insurance protection as evidenced by the Certificates of Insurance and any other attachments or endorsements specified by the CITY.

17.1 Commercial General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Commercial General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

17.2 Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Automobile Liability coverage in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage.

17.3 Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, full and complete Workers' Compensation Coverage as required by State of Tennessee law.

17.4 Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals required hereunder thereof in forms acceptable to the CITY. Said Commercial General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

18. PERFORMANCE BOND

CONTRACTOR will furnish a performance bond as security for the faithful performance of this CONTRACT, said bonds to be executed by a responsible and recognized surety company who is acceptable to the CITY and is licensed and authorized to do business in the State of Tennessee. The Bond will be provided and signed by the CONTRACTOR in the form included herein and made part of this CONTRACT. The performance bond will be furnished to the CITY annually by the CONTRACTOR for each year of this CONTRACT or renewal term and shall guarantee performance of this CONTRACT and payment for all materials and labor by the CONTRACTOR. The amount of the bond for the first year shall be equal to the monthly unit price times the estimated Unit Count for a

12-month period as determined by the CITY. The amount of the performance bond for each of the following twelve (12) month periods shall equal 100% of the amount paid to the CONTRACTOR by the CITY during the twelve (12) month period immediately preceding such period.

19. CLAIMS. LIABILITY AND IDEMNITY

The CONTRACTOR hereby agrees to provide a defense, protect, indemnify and save harmless the CITY, CITY officers, CITY agents, and CITY employees from and against any and all loss, expense, damage, charges and costs (including court costs and reasonable attorney's fees) for damage because of bodily injury, death, or injury to or damage of property to the extent arising out of any negligent act or omission on the part of the CONTRACTOR or others whose services are engaged by the CONTRACTOR or anyone directly or indirectly employed or controlled by either of them, including CONTRACTOR'S subcontractors, officers, agents and/or employees, in the course of the performance of the work provided for in the CONTRACT, except such injury, destruction or death as may be caused by the negligence or fault of the CITY.

20. ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract by the City against Contractor or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract by Contractor and the CITY prevails therein, the CITY is entitled to recover from the CONTRACTOR the CITY's reasonable and necessary attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

21. EQUAL EMPLOYMENT OPPORTUNITY

21.01 Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

21.02 Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice, setting forth the provisions of the non-discrimination clause contained in Paragraph 21.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 21 in all subcontracts, if any, for services or equipment covered by this Contract.

22. NOT LESS THAN MINIMUM WAGE TO BE PAID

22.01 CONTRACTOR shall pay and shall require any subcontractor of CONTRACTOR, if any, to pay without deduction or rebate, unless expressly authorized by law, not less than the minimum wage established by Federal or State law, whichever is highest, DURING THE TERM OF THIS Contract to all Persons employed by him in the furnishing of work, labor, or services in the performance of this Contract. The CONTRACTOR further agrees that for any breach or violation of the foregoing stipulation, he shall be liable to the CITY for liquidated damages in a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract, which sum may be withheld from any amounts due on this Contract or the same may be recovered in a suit brought by the City Attorney in the name of the CITY and shall be in addition to damages for any other breach of this Contract.

22.02 The CONTRACTOR agrees that the CITY may examine his books and records or the books and records of any subcontractor of CONTRACTOR to ascertain the rate of wages paid to any Person employed by either of them in the furnishing of work, labor or services in the performance of this Contract upon reasonable written request, which shall provide at least 10 days' notice.

23. TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred, assigned or sublet by CONTRACTOR without the prior written consent of the CITY.

24. CONTRACT A FRANCHISE

It is the understanding and intention of the parties hereto pursuant to Spring Hill Ordinance 17-202 and Tenn. Code Ann. 68-211-854 that this Contract shall constitute a franchise for the exclusive collection and transportation of residential Solid Waste and Recyclables and Commercial/Industrial Solid Waste collection and transportation.

25. SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessity, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

26. The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this contract.

27. ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and

amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

28. PERMITS, LICENSES & CERTIFICATES

The CONTRACTOR shall obtain, at its own expense, all permits, licenses (including Maury/Williamson County and City of Spring Hill business licenses) and certificates required by federal, state and local laws, Ordinances, rules and regulations and maintain the same in full force and effect for the completion of the work pursuant to this Contract.

29. FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

30. CONTRACTING AUTHORITY

The Persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby Personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

31. GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought exclusively in the Circuit Court for Maury County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

32. ENFORCEMENT

~~The City agrees to take all steps necessary and allowed by law to require all Residential, Commercial and Industrial customers to comply with the terms of this Agreement.~~ City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its own obligation and rights to enforce this Contract. Furthermore, Contractor shall have all rights and remedies available to it under Tennessee law to collect delinquent payment of fees by City and/or Customers.

33. OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

34. SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

35. NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(I) To: Pamela S. Caskie, City
Administrator City of Spring Hill
PO Box 789
Spring Hill, TN 37174
Facsimile: (931) 486-0516

Copy To: Patrick M. Carter, City Attorney
809 S Main Street
Columbia, TN 38401

(II) To: Waste Management Public
Sector 2555 Meridian Blvd., Suite 200
Franklin, TN 37067
Facsimile: (512-272-6289)

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

36. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is

capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

37. NO CONSENT TO BREACH

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

38. DISPUTE RESOLUTION

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in circuit court for Maury County, Tennessee with proper venue in the state within which the services are being performed.

WITNESS THE DUE EXECUTION HEREOF.

**CITY OF SPRING HILL,
TENNESSEE**

By: 
Jim Hagaman, Mayor

**WASTE MANAGEMENT INC. OF
TENNESSEE**

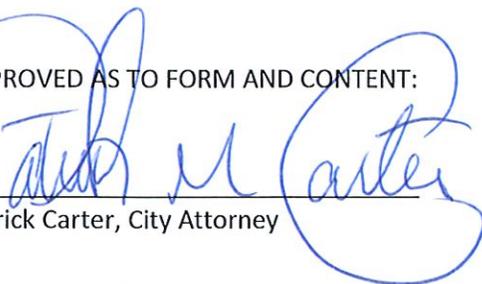
By: _____
Its: _____

ATTEST:

By: 
City Clerk/Recorder

CONTRACTOR's Mailing Address:

APPROVED AS TO FORM AND CONTENT:


Patrick Carter, City Attorney

CONTRACTOR's Telephone Number:

CONTRACTOR'S Email:

EXHIBIT A
SERVICE STOPS FOR CITY BUILDINGS
Garbage & Recyclables:

City Hall – 199 Town Center Parkway

One dumpster emptied weekly/recyclables emptied bi-weekly (8-yard)

Winchester Building – 563 Maury Hill Street

Residential type cans emptied weekly / no recycling

Sewer Treatment Plant – 3893 Mahlon Moore Road

One trash dumpster picked up weekly (8 yard)

One dumpster emptied two times a week (4 yard)

One dumpster emptied one time per week (2 yard)

Police Department – 3636A Royal Park Blvd

One dumpster emptied weekly / recyclables emptied bi-weekly (8 yard)

Water Plant – 4151 Kedron Road

One dumpster emptied weekly / recyclables emptied bi-weekly (4 yard)

Evans Park – 575 Maury Hill Street

Two dumpsters emptied weekly (4 yard and 8 yard)

Parks and Recreation – 4237 Port Royal Road

One dumpster emptied two times per week (4 yard)

Fire Station #1 – 440 Beechcroft Road

One dumpster emptied biweekly (4 yard)

Fire Station #2 – 4273 Port Royal Road

One dumpster emptied every other Friday

Fire Station #3 – 4000 Campbell Station Parkway

One dumpster emptied biweekly (4 yard)

Northfield – 5000 Northfield Lane

~~XL 40 yard compactor, emptied every 5-6 weeks when notified it's full via email or phone~~

Library – 144 Kedron Road

One dumpster emptied weekly (4 yard)

EXHIBIT B
Rate Schedule

Residential Unit Services:

Waste Collection – once per week

Recyclables Collection – ever other week ~~\$12.11~~ \$15.50 per Residential Unit per Month

RATE SCHEDULE FOR WASTE BIN SIZE AND COLLECTION FREQUENCY OF MULTI-FAMILY COMPLEX

Container Size	Rental	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
2 yd		\$85.57	\$145.62	\$205.33	\$266.92	\$387.04
4 yd		\$100.58	\$175.65	\$250.68	\$325.89	\$472.54
6 yd		\$126.87	\$244.67	\$354.27	\$462.89	\$671.18
8 yd		\$160.70	\$316.75	\$462.36	\$607.98	\$899.19
Add'l Bin	(see below)					

RATE SCHEDULE FOR WASTE BIN SIZE AND COLLECTION FREQUENCY OF COMMERCIAL AND INDUSTRIAL BUSINESSES

Description Unit

½ CY	\$12.11 per month
1 CY	\$20.59 per month
1 ½ CY	\$35.00 per month

NOTE: All prices to be included in the matrix shall be totals. Where multiple bin prices are listed, they shall be for picking up all bins (and not for a single bin) at the frequency specified.

One Bin

Container Size	Rental	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
2 yd		\$85.57	\$145.62	\$205.33	\$266.92	\$387.04
4 yd		\$100.58	\$175.65	\$250.68	\$325.89	\$472.54
6 yd		\$126.87	\$244.67	\$354.27	\$462.89	\$671.18
8 yd		\$160.70	\$316.75	\$462.36	\$607.98	\$899.19
Add'l Bin	(see below)					

Two Bins

Container Size	Rental	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
2 yd		\$145.47	\$247.56	\$349.06	\$453.77	\$657.97
4 yd		\$170.98	\$298.60	\$426.16	\$554.01	\$803.32
6 yd		\$215.69	\$415.94	\$602.26	\$786.91	\$1,141.01
8 yd		\$273.20	\$538.47	\$786.00	\$1,033.56	\$1,528.62
Add'l Bin	(see below)					

Three Bins

Container Size	Rental	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
2 yd		\$192.54	\$327.65	\$461.98	\$600.58	\$870.84
4 yd		\$226.30	\$395.21	\$564.04	\$733.25	\$1,063.22
6 yd		\$285.47	\$550.51	\$797.10	\$1,041.49	\$1,510.16
8 yd		\$361.58	\$712.69	\$1,040.30	\$1,367.95	\$2,023.17
Add'l Bin	(see below)					

Pricing Notes

For a 1 bin account needing only every other week service, monthly rates are: 2 yd bin = \$52.20, 4 yd bin = \$61.35, 6 yd bin = \$77.39, 8 yd bin = \$98.03.

For any extra service needed, per pick up rates are: 2 yd bin = \$83.00, 4 yd bin = \$97.56, 6 yd bin = \$123.07, 8 yd bin = \$155.88.

For accounts with more than three bins, add the three-container matrix with the matrix needed to obtain the correct number of units in place.

FIRST AMENDMENT TO THE CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR SERVICES (herein "Amendment") is made and entered into this the ~~2nd~~ day of April, 2022 by and between the CITY OF SPRING HILL, TENNESSEE, a Tennessee municipal corporation (herein the "CITY") and Waste Management, Inc. of Tennessee (herein the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY and Contractor desire to modify and renew the Contract for Services entered into on May 1, 2019 and approved by Resolution 19-60 by the City ("Contract") and later extended for one (1) month by the parties pursuant to Resolution 22-73 under which the Contractor shall exclusively furnish all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect and transport Garbage, Waste, and Recyclable Materials from designated residential locations and Public Facilities and Garbage and Waste from Commercial and Industrial businesses within the City of Spring Hill, Tennessee, or which come within the corporate limits of Spring Hill by reason of annexation during the term of this Contract, transport same to the designated disposal location, or recycling location, and perform all other work or services incidental to Garbage, Waste, and Recyclable Materials collection and transportation services in strict accordance with the terms and provisions of this Contract. In performance of this Contract, the CONTRACTOR binds himself to the CITY to comply fully with all provisions, undertakings, and obligations hereinafter set forth (**herein the "Contract Items"**), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the equipment in accordance with the terms of and subject to the conditions in this Amendment and the Contract, and

WHEREAS, the CITY and CONTRACTOR agree to extend the Contract term and make other modifications to the Contract as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. Section 1, entitled "Scope of Contract" is hereby modified as followed:

The parties agree that the scope of the Contract shall be modified as expressly set forth in this Amendment.

2. The following new definitions are hereby added to Section 2, entitled "Definitions" in the Contract:

Light Commercial Unit - A retail or light commercial type of business, which generates no more than one (1) cubic yard of Waste per week, excluding Unacceptable Waste, and uses a Waste Cart for the deposit of Waste which is collected once per week by Contractor.

Polycart or Cart - A rubber-wheeled receptacle to be provided by Contractor to Residential Units for the deposit of Residential Waste with a maximum capacity of 90 to 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated collection, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

Customer – The owner or tenant of a Residential Unit located within the City and identified by the City as being eligible for and in need of the services provided by Contractor hereunder.

3. Section 4, Term of Contract, is hereby modified as follows:

Effective April 1, 2022, the term of the Contract is hereby extended for three years and one month through May 31, 2025. This Contract may be further extended only upon mutual agreement of the CITY and CONTRACTOR upon the same terms or as otherwise mutually agreed in writing for one (1) additional two-year term or as otherwise agreed to by the parties in writing.

The City acknowledges that the Contractor is expending capital to purchase new Waste Polycarts that the Contractor will deliver to all Residential Units for the deposit and collection of Residential Unit Waste under this Amendment. If the City terminates the Contract, for any reason, before May 31, 2027 or if the Contract is not extended by the parties through at least May 31, 2027, then the City, at its sole discretion, agrees to compensate Contractor in one of the following ways:

- (a) A Waste Cart removal fee in the amount of \$7.50 per Residential Unit for Contractor to remove all Waste Carts purchased by Contractor and delivered to Residential Units during the term of this Amendment and any future renewals, or
- (b) Using a ten-year straight line depreciation method, the value of all the Waste Carts purchased and delivered by Contractor to the Residential Units under this Amendment or any future renewals on the date of Contract termination or non-renewal. Under this option (b), ownership of all such Waste Carts shall be transferred to the City and Contractor shall have no obligation to remove any of the Waste Carts from Residential Units.

For the purpose of clarity, if the Contract is not terminated and continues to run through at least May 31, 2027, then neither (a) nor (b) above applies and the City has no obligation to compensate Contractor for removing the Waste Carts or to purchase the Waste Carts upon the termination of the Contract.

4. Section 5.01, Residential Collection, is hereby superseded and replaced by the following language:

5.01 **Residential Waste Collection:** Contractor agrees to provide a Waste Polycart to all Residential Units once Contractor has received the Polycarts from the manufacturer.

- (a) Until all Residential Units have received a Contractor delivered Waste Polycart, Contractor shall continue to collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Container or Bag once per week.

(b) Once all Residential Units have received a Waste Polycart from Contractor, the Residential Waste collection services shall be modified as follows: Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Waste Polycart one time per week. Contractor shall not be obligated or required to collect any Waste not properly contained in the Residential Unit's Waste Polycart. Residents shall no longer place Bags or Containers containing any Waste curbside for collection and Contractor has no obligation to collect Bags or Containers containing Waste.

(i) Contractor shall provide one (1) Waste Polycart to each Residential Unit for the deposit of Waste. On collection day, each Residential Unit Customer shall place its Waste Polycart in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travelled portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Polycart location or improper placement or deposit of Waste by the Customer. Customers shall not overload the Waste Polycarts, and the Polycarts shall be loaded by Customers such that the lids shall close securely.

(ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Waste Polycart, (ii) any Residential Waste from a Polycart that is overloaded or whose lid cannot fully close, or (iii) a Polycart that is not properly and timely placed curbside.

(iii) During the term of this Contract, the Waste Polycarts shall remain at the location of the Residential Unit where delivered by Contractor. If a Polycart is damaged beyond repair, the Contractor will provide a replacement Polycart to the Residential Unit location at no charge. Any Polycart removed from, lost or missing from a Customer location shall be deemed lost, and Contractor agrees to provide a replacement Cart at its cost with no markup to the City.

(iv) If a Residential Unit Customer requests an additional (more than one) Waste container, the Contractor will provide additional Polycarts at the rates set forth in **Exhibit B-1** attached hereto, as adjusted per the terms of the Contract.

(v) The City logo shall not appear on the Waste Polycarts.

5. The second to last sentence of Section 6.11 is hereby modified as follows:

If roads are impassable, as reasonably determined by the parties, the routes will be completed as soon as possible after road clearing and in the normal fashion starting with the routes that were not completed due to the impassable roads.

6. The second to last sentence of Section 6.13 is hereby modified as follows:

The written log maintained by the Contractor shall be provided to the City Administrator quarterly in electronic form.

7. Section 6.14, Routes of Collection, is hereby modified as follows:

Collection routes and the general timing of said routes shall be established by the Contractor and reasonably approved by the City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall in good faith attempt to consistently adhere to said routes and the general timing of same.

8. Section 7.04 of the Contract is hereby superseded and replaced with the following language:

7.04 Every vehicle used by Contractor in the performance of the Contract shall be equipped with real-time GPS vehicle tracking equipment to allow Contractor and the City to monitor the progress of the vehicles and ensure compliance with routes and schedules. Once Contractor receives the automated side load residential collection vehicles ("ASL Vehicles") that it will order after both parties' execution of this Amendment, Contractor will then install the SmartTruck™ system technology in these ASL Vehicles, which includes vehicle cameras and software to help verify the Contractor's performance of services, Customer complaints, and the Residential Waste Customers' timely and proper placement of Polycarts, among other things, to support the City and Contractor's enforcement of the Contract terms.

9. The following language is hereby added to Section 7.06 of the Contract regarding liquidated damages:

The City agrees not to assess or impose any liquidated damages/administrative charges against Contractor during the first 45 consecutive day period after Waste Carts have been provided by Contractor to all Residential Units to allow the Residential Unit Customers sufficient time to begin using Waste Polycarts only for the placement of Waste, to discontinue placement of Waste Containers and Bags curbside for collection, and other factors associated with the change from Contractor collecting Customer-owned Containers or Bags placed curbside to the use and collection of Waste Polycarts only.

10. The table in section 7.06 of the Contract that sets forth the Act/Omissions and the Administrative Charges associated therewith is hereby replaced by the following:

Act/Omission	Administrative Charge Amount
Failure to collect Residential Waste that was timely and properly set out and verified by Contractor as missed within one business day (excluding Saturday and Sunday) from Contractor's receipt of the customer complaint.	\$100.00 each incident to a maximum of \$250.00 per truck per day.

Failure to clean up spillage of Residential Waste or Recyclables caused during Contractor's collection of properly loaded and placed Residential Waste Polycarts or Residential Recyclables Containers. No Administrative Charge may be assessed due to spillage resulting from overloaded or overfilled Waste Polycarts or Recyclables Containers.	\$125.00 per incident up to a maximum of \$250.00 per truck per day.
Hydraulic Spill Clean-up	\$300.00 per incident
Failure to collect a verified Commercial Waste Missed Pick Up within one business day (excluding Sunday) of Contractor's receipt of the Customer's complaint	\$100.00 per incident

For repeated violations of the acts or omissions set forth in the above table, the City may assess a maximum charge of \$1,500.00 per month.

11. Section 8.02 entitled "Annual Increases" is hereby superseded and replaced by the following language:

8.02 Annual Increases. The parties agree that beginning on April 1, 2023 and on each April 1 thereafter, the Base Rates will be adjusted by the percentage increase equal to the annual percentage change in the average Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") over the 12 most recently published months compared to the average CPI for the previous 12-month period. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

January 2020 through December 2020 compared to January 2020 to December 2021

Index	2020 12-Month Average	2021 12-Month Average	Change	Applied Percentage Change
CPI – Water Sewer Trash	252.46	264.47	9.01	3.6% (9.01/252.46)

The calculated change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. The percentage adjustment will be applied to the then current rates for services reflected in **Exhibit B-1** attached to this Amendment, as adjusted hereunder. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

12. Section 9.03 of the Contract is hereby modified as follows:

9.03 Subject to adjustments as provided in this Contract, monthly billings for Residential Services will be an amount equal to the applicable monthly unit prices multiplied by the Count as defined herein and determined pursuant to section 9.04. The City reserves the right to partially pay any billing submitted by the CONTRACTOR for failure to complete collection routes or for failure to complete all collection services required during the collection route schedules as prescribed in Section 7.06. No interest will be charged on a properly withheld amount and the properly withheld amount will not be considered a late payment.

13. Subsections a. and b. to Section 9.04, entitled Residential Unit Count, are hereby modified as follows:

a. CITY's payment to CONTRACTOR for Residential Unit services will be based on the Residential Unit count (the "Count") that will include all single-family households receiving sanitation services as indicated in the City's utility billing system. The City will be responsible for determining and providing the Counts to the CONTRACTOR on a quarterly basis. Such Count will include single-family residential dwellings and certain high-density dwellings such as townhouses, duplexes, and condominiums. Excluded from the Count will be certain multi-family dwellings such as apartments, residences under construction and commercial establishments and some vacant homes. CONTRACTOR has no responsibility for any incorrect Counts provided by the CITY; but CONTRACTOR has the right to verify the Count information provided by the CITY by doing a physical count. Any errors or mistakes in the residential Count shall be corrected within one year of the date such Count is provided to the CONTRACTOR or the mistake is waived and released by both parties.

b. A new Count will be determined and established by the City as of April 1, 2022 for the three-month period of April 1, 2022 through June 30, 2022. Thereafter, a revised Count shall be determined by the City at the beginning of every three months during the term of this Contract to establish the Count to be used for all monthly billings during that same 3-month period. The CITY shall provide the count information to Contractor no later than the last day of the month before the beginning of the quarter.

14. Section 10.03 of the Contract is hereby revised as follows:

10.03 CONTRACTOR agrees to provide Waste collection equipment and services to the City owned and/or operated facilities identified in **Exhibit C** to this Amendment.

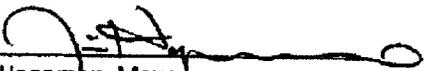
15. The Base Rates for CONTRACTOR's services, equipment and labor effective April 1, 2022 are set forth in the attached Exhibit B-1, the Rate Schedule, which is adopted and incorporated fully herein.

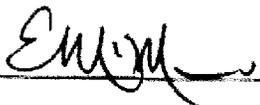
16. Capital words used in this Amendment shall have the meaning defined in this Amendment or in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

**CITY OF SPRING HILL,
TENNESSEE**

**WASTE MANAGEMENT INC. OF
TENNESSEE**

By: 
Jim Hagaman, Mayor

By: 
Its: Area VP

ATTEST:

CONTRACTOR's Mailing Address:

By: April Good
City Clerk/Recorder

EMM-W
Area VP

APPROVED AS TO FORM AND CONTENT:

Patrick Carter
Patrick Carter, City Attorney

CONTRACTOR'S Telephone Number:

931-698-2386

CONTRACTOR'S Email:

speter15@wm.com

EXHIBIT A
SERVICE STOPS FOR CITY BUILDINGS
Garbage & Recyclables:

City Hall – 199 Town Center Parkway

One dumpster emptied weekly/recyclables emptied bi-weekly (8-yard)

Winchester Building – 563 Maury Hill Street

Residential type cans emptied weekly / no recycling

Sewer Treatment Plant – 3893 Mahlon Moore Road

One trash dumpster picked up weekly (8 yard)

One dumpster emptied two times a week (4 yard)

One dumpster emptied one time per week (2 yard)

Police Department – 3636A Royal Park Blvd

One dumpster emptied weekly / recyclables emptied bi-weekly (8 yard)

Water Plant – 4151 Kedron Road

One dumpster emptied weekly / recyclables emptied bi-weekly (4 yard)

Evans Park – 575 Maury Hill Street

Two dumpsters emptied weekly (4 yard and 8 yard)

Parks and Recreation – 4237 Port Royal Road

One dumpster emptied two times per week (4 yard)

Fire Station #1 – 440 Beechcroft Road

One dumpster emptied biweekly (4 yard)

Fire Station #2 – 4273 Port Royal Road

One dumpster emptied every other Friday

Fire Station #3 – 4000 Campbell Station Parkway

One dumpster emptied biweekly (4 yard)

Library – 144 Kedron Road

One dumpster emptied weekly (4 yard)

EXHIBIT B-1
Rate Schedule Effective April 1, 2022

Residential Collection Rates

One Residential Waste Cart serviced one time per week and
 One Recycling Container serviced every other week \$15.52 per Residential Unit/month

Each additional Waste Cart or Recycling Container \$ 7.76 per Cart/Container per month

Light Commercial Unit Rates

One Waste Cart serviced one time per week \$15.52 per month
 One Recycling Container serviced every other week \$ 7.00 per month

Maximum of one additional Waste Cart \$ 7.76 per Cart per month

Maximum of one additional Recycling Container \$ 7.00 per Container per month

Commercial and Industrial Unit Customer Rates

Bin Size	1XWK service	2XWK service	3XWK service	4XWK service	5XWK service	6XWK service	Every Other Week	EXTRA Pick up
One Bin								
2 Yard		\$156.82	\$221.11		\$416.80	\$0.00	\$56.22	
4 Yard	\$108.31							\$105.06
	\$136.62	\$263.49						\$132.54
	\$173.06					\$1,258.82		\$167.87
Two Bins								
	\$156.66	\$266.60						
	\$184.12							\$105.06
	\$232.27	\$447.92			\$1,228.75			\$132.54
	\$294.21			\$1,113.03	\$1,646.16	\$2,140.01		\$167.87
Three Bins								
	\$243.70	\$425.60						\$105.06
	\$307.42			\$1,121.57	\$1,626.27			\$132.54
	\$389.38	\$767.49		\$1,473.13	\$2,178.73			\$167.87