

RESOLUTION 20-138

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A TWO YEAR RENEWAL
CONTRACT FOR MUNICIPAL STREET SWEEPING WITH
SWEEPING CORPORATION OF AMERICA**

WHEREAS, the City of Spring Hill has a contract with Sweeping Corporation of America as approved by Resolution 19-89 to provide services to keep the streets of Spring Hill clean and provide a pleasant environment for businesses and citizens; and

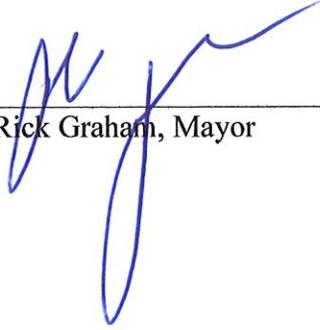
WHEREAS, the term of the contract was for one year with a provision for an extension of two one-year periods if both parties agreed to the terms; and

WHEREAS, Sweeping Corporation of America has agreed to perform the sweeping services at the current contract rate of \$52,584.78 annually for two additional years with an increase only applied if streets are added at the City's request; and

WHEREAS, City staff recommends renewal of the contract through June 17, 2022.

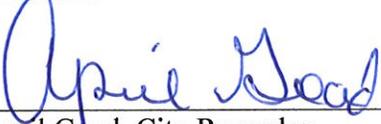
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes the Mayor to sign a two year renewal contract for municipal street sweeping with Sweeping Corporation of America at the current cost of \$52,584.78 annually and paid from the Storm Water Department.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of September, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 20-138*
SUBMITTED BY: Missy Stahl, Senior Project Manager
DATE: September 21, 2020
RE: To authorize the Mayor to sign a two year renewal contract for municipal street sweeping with Sweeping Corporation of America
ATTACHMENTS: Resolution 20-89, renewal contract

PURPOSE:

The purpose of this resolution is to authorize the Mayor to sign a two year renewal contract for municipal street sweeping with the City's current contractor, Sweeping Corporation of America.

BACKGROUND:

The City of Spring Hill advertised for municipal street sweeping services in May 2019 and by Resolution 20-89, the contract was awarded to Sweeping Corporation of America at an annual cost of \$52,584.78. The contract included a provision that allows for the contract to be extended for two one-year periods at the same price if both parties agree to the terms. Sweeping Corporation of America has agreed to honor the annual cost of \$52,584.78 for two more years (to June 2022), with a minimal price increase only incurred if additional streets were added by the City to be swept. The City has been pleased with the services Sweeping Corporation has provided and recommends the contract extension.

FINANCIAL IMPACT:

The annual cost for the street sweeping services is **\$52,584.78**. These services are budgeted in the Storm Water departmental fund (416-42425-200).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 20-138 to authorize the Mayor to sign a two year renewal contract for municipal street sweeping with Sweeping Corporation of America.

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and SWEEPING CORPORATION OF AMERICA (“Vendor”) (collectively as “Parties”), and is entered into on APRIL 8, 2020, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services to remove debris and clean City streets 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 June 17, 2020.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through June 17, 2022.
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. Sweep streets quarterly, except when there are climatic conditions present or forecast
- b. The area cleaned will be at least 7' wide from the curb, barrier or paved shoulder edge
- c. Provide the City with a schedule (route list)
- d. Must provide an on-call emergency contact and a non-emergency contact
- e. Provide all equipment and labor to perform the work proposed

5. CITY'S RESPONSIBILITIES.

- a. Dispose, and any fees associated with, of all collected debris and provide any needed temporary dump site or staging equipment
- b. Provide water for the sweepers' dust suppression system and for the daily wash out
- c. Provide the listing of streets to be swept quarterly

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 finish within the agreed upon time frame.

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: Sweeping Corporation of America, Inc.
713 Melpark Drive
Nashville, TN 37204

If to City: Mayor Rick Graham
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

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

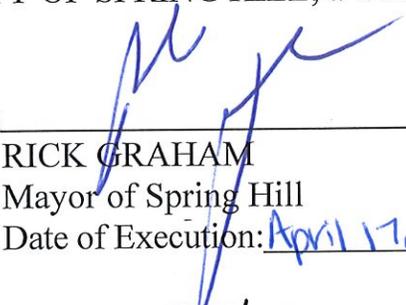
22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

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

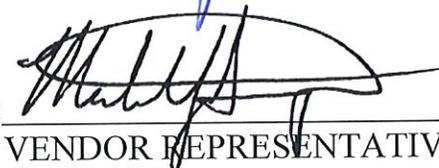
24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated 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: 

RICK GRAHAM
Mayor of Spring Hill
Date of Execution: April 17, 2020

By: 

VENDOR REPRESENTATIVE
Date of Execution: April 10, 2020

RESOLUTION 19-89

A RESOLUTION TO AUTHORIZE A CONTRACT FOR MUNICIPAL STREET SWEEPING SERVICES

WHEREAS, in order to keep the streets of Spring Hill clean and provide a pleasant environment for businesses and citizens, the city desires to authorize a contract for Municipal Street Sweeping Services; and

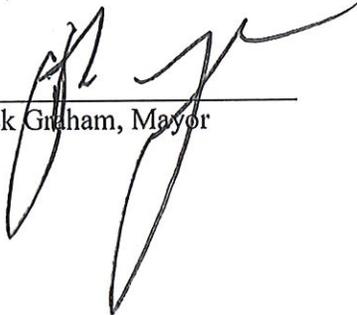
WHEREAS, the City of Spring Hill advertised and received quotes for this service on May 30, 2019; and

WHEREAS, staff recommends awarding the contract to Sweeping Corporation of America with a low bid of \$52,584.78 annually; and

WHEREAS, funding for the street sweeping is budgeted in the Stormwater – Contract Services budget annually.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes a contract for Municipal Street Sweeping Services at a cost not to exceed \$52,584.78 per year to Sweeping Corporation of America of Nashville, TN.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of June, 2019.



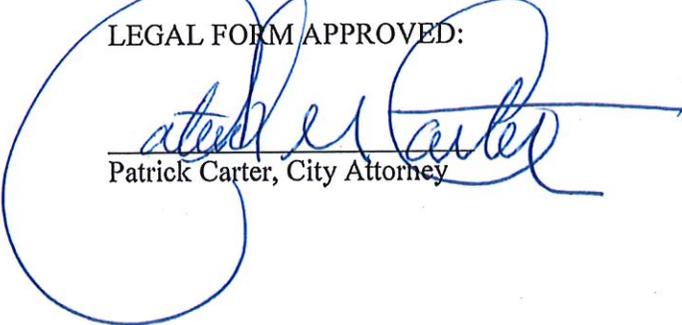
Rick Graham, Mayor

ATTEST:



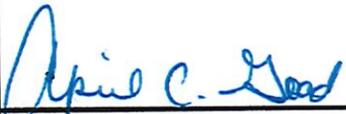
April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**CITY OF SPRING HILL
 BID OPENING RESULTS
 Municipal Street Sweeping
 Thursday, May 30, 2019
 2:00 P.M.**

Attendees:		
NAME	COMPANY	EMAIL ADDRESS
Tyler Scroggins	City of Spring Hill	tscroggins@springhilltn.org
Missy Stahl	City of Spring Hill	mstahl@springhilltn.org
April Goad	City of Spring Hill	agoad@springhilltn.org
Bid Results:		
COMPANY	ADDRESS	BID AMOUNT
Sweeping Corporation of America Inc.	713 Melpark Dr., Nashville, TN 37204	\$ 52,584.78
<p>State of Tennessee Maury County City of Spring Hill</p> <p style="text-align: center;">I hereby certify that this is a true copy of the original documents.</p> <p style="text-align: center;">Description: <u>Bid Results-Municipal Street Sweeping</u></p> <p style="text-align: center;">This, the <u>30th</u> Day of <u>May</u>, 2019.</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 40%;">  <p>April C. Goad, Notary Public City Recorder, City of Spring Hill, Tennessee</p> </div> <div style="width: 30%; text-align: center;">  </div> <div style="width: 25%; text-align: right;"> <p>My Commission Expires: June 28, 2020</p> </div> </div>		

SUBJECT: Resolution to authorize a contract with Sweeping Corporation of America for street sweeping

DATE: May 30, 2019

ATTENTION: Board of Mayor and Aldermen

STAFF: Missy Stahl, Senior Project Manager



STAFF MEMORANDUM

The city's existing contract for street sweeping has expired. A request for bids for a new contract was advertised and bids were opened on May 30, 2019. Four companies were contacted when the RFP was advertised. One bid was received with low bidder being Sweeping Corporation of America with an annual price of \$52,584.78. The terms of the RFP was for a term of one year with the option to renew for two one-year periods of both parties agree.

Street sweeping is done on a quarterly basis. Expense will be paid for from the Stormwater – Contract Services budget (416-42425-200).

Staff recommends awarding the bid to Sweeping Corporation of America and authorizing a contract with same to perform the street sweeping quarterly.

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and STREET SWEEPING CORPORATION OF AMERICA ("Vendor") (collectively as "Parties"), and is entered into on June 17, 2019, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for relocation services for mechanic lifts for the Public Works department that 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 June 17, 2019.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through June 17, 2020. Term is for one year but may be renewed for two additional terms of one year each if both parties agree to renew.
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. Sweep streets quarterly, except when there are climatic conditions present or forecast
- b. The area cleaned will be at least 7' wide from the curb, barrier or paved shoulder edge
- c. Provide the city with a schedule (route list)
- d. Must provide an on-call emergency contact and a non-emergency contact
- e. Provide all equipment and labor to perform the work proposed

5. **CITY'S RESPONSIBILITIES.**

- a. Dispose, and any fees associated with, of all collected debris and provide any needed temporary dump site or staging equipment
- b. Provide water for the sweepers' dust suppression system and for the daily wash out
- c. Provide the listing of streets to be swept quarterly

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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **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.
15. **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.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **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.

18. **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.

19. **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.

20. **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: Sweeping Corporation of America
713 Maple Park Drive Inc.
Nashville TN 37204

If to City: Mayor Rick Graham
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

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

21. **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.
22. **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.
23. **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: _____

RICK GRAHAM
Mayor of Spring Hill

Date of Execution: 6/17/19

By: _____

VENDOR REPRESENTATIVE

Date of Execution: 6-20-19