

RESOLUTION 21-106

A RESOLUTION TO AWARD THE CONTRACT TO B.H. CRAIG CONSTRUCTION FOR INSTALLATION OF THE HEADWORKS SCREENS AT THE WASTERWATER TREATMENT PLANT

WHEREAS, the City of Spring Hill's Wastewater Treatment Plant desires to contract services to install the new screens at the headworks; and

WHEREAS, installation of the headworks screens will assist with preventing inorganics from entering into the system which is causing problems with clogging and pump failures; and

WHEREAS, the headworks screens have been purchased and are ready to be installed; and

WHEREAS, a Request for Proposals was advertised with three proposals received and B.H. Craig Construction was the lowest bidder for a total cost of \$89,000.00; and

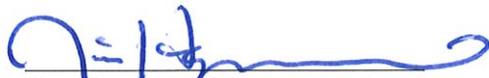
WHEREAS, the installation services will be funded from the Water and Sewer fund and are budgeted in the FY 2021-2022 budget; and

WHEREAS, City staff recommends awarding the contract to B.H. Construction for installation of the headworks screens at the Wastewater Treatment Plant in the amount of \$89,000.00.

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

1. Award the contract for installation of the headworks screens at the Wastewater Treatment Plant to B.H. Construction at a total bid cost of \$89,000.00.
2. Authorize the Mayor to sign the contract, attached herein.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of July, 2021.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 21-106*
SUBMITTED BY: Travis Massey, Wastewater Treatment Plant Superintendent
DATE: July 6, 2021
RE: To award the contract to B.H. Construction for installation of the headworks screens at the WWTP and to authorize the Mayor to execute the contract
ATTACHMENTS: Contract

PURPOSE:

The purpose of this resolution is to award the contract to B.H. Construction for installation of the headworks screens at the WWTP and to authorize the Mayor to execute the contract.

BACKGROUND:

The City of Spring Hill Wastewater Treatment Plant has purchased new screens to be installed at the headworks. The headworks screens will assist in preventing inorganics from entering into the plant system and generating problems for the efficient operations of the plant. The screens have been purchased in FY 21 but staff does not have the capability to install them in-house.

A Request for Proposals was advertised. Three bids were received with B.H. Construction being the lowest bidder for a total cost of \$89,000.00.

FINANCIAL IMPACT:

The project will be funded through the Water and Sewer Fund in the FY 2021-2022 budget (410-52210-943) with a balance of budgeted funds in the amount of \$300,000.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-106 to award the contract to B.H. Construction and to authorize the Mayor to sign the contract for installation of the headworks screens at a total cost of \$89,000.00.

**CITY OF SPRING HILL
 BID OPENING, RFP
 HEADWORKS SCREENS INSTALLATION WWTP
 THURSDAY, JUNE 24, 2021
 2:30 P.M.**

Attendees:			
NAME	COMPANY	EMAIL ADDRESS	BID AMOUNT
Travis Massey	City of Spring Hill	tmassey@springhilltn.org	
Steve Lewis	W & O Construction	bids@wooc.com	
Steve Lowe	Cumberland Valley Constructors	slowe@cvcbuilds.com	
April Goad	City of Spring Hill	agoad@springhilltn.org	
Responders:			
COMPANY	ADDRESS	BID AMOUNT	BID AMOUNT
W & O Construction	150 Construction Dr., Livingston, TN 38570	\$	118,000.00
Cumberland Valley Constructors	2518 Plum St., Nashville, TN 37207	\$	164,000.00
B H Craig Construction	835 Wall St., Florence, AL 35630	\$	89,000.00

State of Tennessee
 Maury County
 City of Spring Hill

I hereby certify that this is a true copy of the original documents.
 Description: Headworks Screens at Wastewater Treatment Plant
 This, the 24th Day of June, 2021.

April C. Goad
 April C. Goad, Notary Public
 City Recorder, City of Spring Hill, Tennessee

My Commission Expires: July 23, 2024





For:

Fort Payne WWTP
Fort Payne, AL

Equipment:

FSM Perforated Filter Screen, Model FRSIII αβ 700/6
FSM Screenings Wash Press, Model SPW200-700
FSM Perforated Filter Screen, Model FRSIII 1300x75/6
FSM Screenings Wash Press, Model SPW200-1200

Engineer:

LADD Environmental Consultants, Inc.
Fort Payne, AL
Contact: Caleb C. Lea
Phone: (256) 845-5315

Contractor:

Craig Construction Company
835 Wall St
Florence, AL, 35630
Contact: Brad Jones
Phone: (256) 766-3350
Email: bjones@bhccraigconst.com

Enviro-Care Agent:

Eco Tech, Inc.
4016 Columns Dr.
Marietta, GA 30067
Contact: Steven Bishop
Phone: (770) 598-3784
Email: sbishop@eco-tech.net

Manufacturer:

Enviro-Care
1570 St. Paul Ave
Gurnee IL 60031
Phone: (815) 636-8306
Fax: (847) 672-7968

Enviro-Care Contact:

Project Manager: Juan Martínez
Phone: (224) 302-0320
Email: jmartinez@enviro-care.com

Enviro-Care Project Number: WEC216428ABCD
January 2018

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and B.H. Craig Construction ("Vendor") (collectively as "Parties"), and is entered into on July 7th, 2021, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires screens to be installed at the headworks 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 July 7th, 2021.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through August 31st. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. Install the screens at the headworks

5. CITY'S RESPONSIBILITIES.

- a. To give the notice to proceed when screens are onsite

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: B.H. Craig Construction Co., Inc
835 Wall Street
Florence, Al 35630

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

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

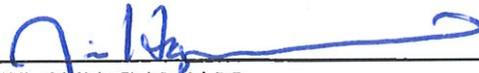
22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

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: 

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

By: 

VENDOR REPRESENTATIVE
Date of Execution: 7-7-2021
Drew H Christopher