

City of Millington
Called Meeting of the Board of Mayor and Aldermen
7930 Nelson Road
Millington, TN 38053
Meeting Time 5:00 PM
Agenda

1. Prayer
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Consideration Of Resolution 45-2020 Approving Emergency Sewer Repairs

Documents:

[RESOLUTION 45-2020 APPROVING EMERGENCY SEWER REPAIRS.PDF](#)
[MILLINGTON TN - JUANA DR_HALLBROOK DR 8-IN CIPP 08_24_20RO.PDF](#)

6. Consideration Of Resolution 46-2020 Approving Award Of Bid 2021-1 Electronic Signs For Fire Stations

Documents:

[RESOLUTION 46-2020 AWARD OF SIGNS FOR FIRE STATIONS.PDF](#)

7. Consideration Of Resolution 47-2020 Amending Resolution 31-2020 To Approve Sale Of Surplus Property At 7743 Church Street At Appraised Value

Documents:

[RESOLUTION 47-2020 AMEND SALE OF SURPLUS PROPERTY.PDF](#)

8. Board Reports
9. Adjourn

The City of Millington is in compliance with the Americans with Disabilities Act. Should you need accommodation for the above meeting, please call City Hall at 901.873.5701 at least 48 hours in advance of the meeting.

RESOLUTION 45-2020

RESOLUTION APPROVING EMERGENCY SEWER REPAIRS

WHEREAS, City Staff in connection with our engineers at Fisher Arnold have identified approximately 600 linear feet of sewer lines on Juana and an intersecting a line on Hallbrook that need immediate repairs; and

WHEREAS, These lines are extremely deep and would require significant disruptions to our citizens, time to excavate and replace and have a higher cost as compared to lining the pipes by Insituform Technologies, LLC.; and

WHEREAS, Insituform Technologies, LLC. serves as a sole source for this type work locally and whereas the City has determined these repairs are an emergency and should not be delayed for the bid process; and

WHEREAS, Insituform Technologies, LLC. has submitted a proposal to perform the required work for \$117,950.00 and to begin the work soon.

WHEREAS, Our engineer at Fisher Arnold recommends Insituform Technologies, LLC. be approved to perform the work and that it begin as soon as possible.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Board concurs in the determination of the need for emergency sewer repairs and approves Insituform Technologies, LLC. as a sole source to perform the work for an amount not to exceed \$117,950.00.

BE IT FURTHER RESOLVED That the Mayor is hereby authorized to sign a contract and any related documents with Insituform Technologies, LLC. for the purposes contained herein.

This Resolution is adopted as of the 27th day of August, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk



1410 Gould Blvd.
LaVergne, TN 37086

Tel: 615-967-8462
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rmiller@insituform.com

Date 8/24/2020

Mr. Ed Haley - City Manager
City of Millington
7930 Nelson Street
Millington, TN 38053

Project: Juana Drive at Hallbrook Drive 8-inch CIPP Sewer Rehab – Millington, TN

Dear Ed,

Insituform Technologies, LLC (IT) is pleased to provide the following proposal to the City of Millington, hereinafter referred to as "Client", for the scope of work detailed below.

PROPOSAL PRICING

IT proposes the following pricing for the scope of services described herein:

Bid Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	EA	1	\$ 12,500.00	\$ 12,500.00
2	Clean and TV 8"	LF	600	\$ 8.00	\$ 4,800.00
3	Lateral Launch TV	EA	11	\$ 350.00	\$ 3,850.00
4	CIPP 8"	LF	600	\$ 48.50	\$ 29,100.00
5	Internal reconnects	EA	11	\$ 150.00	\$ 1,650.00
6	Install Cleanouts	EA	11	\$ 2,425.00	\$ 26,675.00
7	Lateral Lining up to 20 LF	EA	11	\$ 3,375.00	\$ 37,125.00
8	Lateral Lining - Additional length	LF	50	\$ 45.00	\$ 2,250.00
				Total	\$ 117,950.00

ASSUMPTIONS AND QUALIFICATIONS

IT's Proposal Pricing is based upon the following assumptions and clarifications:

1. IT assumes the work will be completed during dry weather conditions.
2. The above pricing is based on IT's entire scope of work being released in a single phase and being performed in a single mobilization. If the project is released in multiple phases and/or is not fully released to IT for the entire scope to be performed, Client may be billed for additional costs, including mobilization, etc.
3. Client shall provide IT and its Subcontractors access to all manholes and work areas associated with this project.
4. The above pricing is based on cleaning and closed-circuit television (CCTV), cleanout installation and cured-in-place pipe (CIPP) lining activities only. The above pricing assumes Client shall provide any and all

permitting, water, access, traffic control, additional excavation activities, surface restoration, railroad-related activities, etc.

5. The above pricing is based on the cleaning and CCTV and CIPP lining of up to 600 linear feet (LF) in length. In the event the total length is less than 600 LF, IT and Client may need to discuss an increase in the above unit price per linear foot. In the event the length of the piping is greater than 600 LF, Client shall be billed for the additional footage at the above unit rate.
6. The above pricing is based on the installation of standard polyester CIPP and a standard polyester resin.
7. IT shall be paid in full upon delivery of the post-CIPP lining video to Client.
8. IT is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, IT will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

IT SCOPE OF WORK / RESPONSIBILITIES

IT will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The above pricing is based on one instance of mobilization and demobilization. In the event additional instances are required, Client may be billed accordingly.
2. Pre-installation standard cleaning and CCTV activities for only the piping to be CIPP lined.
3. CIPP lining of the diameter and total length denoted above.
4. Cleanout installation and CIPP lateral lining as denoted above.
5. CCTV inspection of the piping denoted above, subsequent to CIPP main and lateral lining.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and IT shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work / Responsibilities of IT may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from IT's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Client, at Client's direction and at no cost to IT or its subcontractor may, upon mutual agreement in writing between IT and Client, be provided by IT at an additional cost:

1. Any permits, licenses, special insurance, construction easements, railroad-related items, etc.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Any and all additional excavation activities, including point repairs, etc.
5. Any and all access to manholes or any other areas required to perform the scope of this project.
6. Access to and use of fire hydrants and/or sufficient water supply to complete flushing and cleaning and CIPP installation.
7. Any and all external lateral rehabilitation, reconstruction, etc.
8. Bypassing of any mains, services, laterals, etc.
9. Burial and/or ramping of discharge or bypass hose/pipe.
10. Any and all traffic control, permits or traffic control plans.
11. Any external service reconnections.

12. Any heavy cleaning and/or obstruction removal (calcium, concrete, mineral deposits, roots, etc.)
13. Any and all surface restoration activities.
14. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
15. Location of and access (for IT and its Subcontractor's equipment and/or personnel) to all manholes and other areas associated with the Project, including the excavation and uncovering of any buried manholes, removal of manhole cones, frames, covers, etc.
16. Any and all restoration of areas disturbed and/or damaged during cleaning and CCTV or CIPP installation activities.
17. Greater than equivalent pipe diameter access from the invert to the ground surface.
18. Payment and Performance bonds. If payment or performance bonds are required, add 2.5% to the total Project cost.
19. Removal and disposal of any hazardous or toxic materials encountered during the Project.
20. Transportation of the pipe cleaning debris to the designated site and/or roll-off dumpster.
21. Holiday work, rush delivery or adverse weather work (as defined by IT).
22. Any and all testing activities.
23. Complete independent testing of liner samples from each installation.
24. Certified Professional Engineer stamped designs.
25. State and local sales and/or use taxes.
26. Additional premiums for special insurance coverage(s) specific to this project.

CLIENT TO PROVIDE THE FOLLOWING:

1. A water supply and water adequate for cleaning and CCTV and CIPP installation activities.
2. Location of and unimpeded access to all project areas associated with the project for IT and its subcontractors, along with their equipment and personnel, including although not limited to any buried and/or any inaccessible manholes, etc.
3. Vehicular and personnel access to all project areas for IT and its Subcontractors for cleaning and CCTV and CIPP installation prior to equipment and personnel mobilization.
4. Any and all permitting, plans, fees, railroad-related activities, etc.
5. Any and all additional excavation activities such as point repairs, etc.
6. Any and all traffic control, traffic control plans, permits, etc.
7. A copy of the City of Millington's Tax Exempt Certificate.
8. The seven preceding items (if applicable) shall be completed prior to IT or its Subcontractor's mobilization.
9. Any and all site access and/or restoration activities.

GENERAL TERMS AND CONDITIONS:

1. IT's Proposal is conditioned upon Client's acceptance of the terms and conditions set forth herein. Client's ordering of material or services by purchase order or otherwise, shall be treated as Client's acceptance of such terms and conditions. All terms and conditions in Client's purchase order or in any other communication to IT, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon IT and shall not be applicable to this Proposal, except to the extent accepted in writing by IT. Any change or amendment to this Proposal, to be binding upon IT, must be accepted in writing by IT.
2. Specific service connections will be reconnected only when written directions are received from the Client. The Client will indemnify and hold IT harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Client will externally reconnect the service at no cost to IT.
3. This Proposal is valid for 30 days, unless otherwise extended by IT.

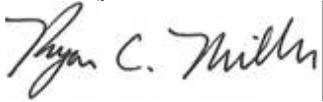
4. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should IT incur costs or expenses to collect monies claimed due hereunder from Contractor, Contractor shall pay to IT, in addition to all other sums due to IT, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
5. IT is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, IT will pay prevailing wages as identified by Contractor prior to submission of this Proposal.
6. IT shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Contractor, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond IT's reasonable control, whether similar or dissimilar to any of the foregoing.
7. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions.
8. LIMITED WARRANTY: IT WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY IT WHICH ARE BROUGHT TO THE ATTENTION OF IT IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF IT'S WORK, PROVIDED CUSTOMER AFFORDS IT SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
9. Except for the express warranty forming a part of this Proposal, IT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, AND SHALL IN NO EVENT EXCEED THE PRICE HEREUNDER. NOTWITHSTANDING ANYTHING SEEMINGLY TO THE CONTRARY, IT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
10. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
11. Contractor shall indemnify, defend and hold IT harmless from and against all claims, demands, liabilities, causes of action, losses, damages, costs and expenses, including without limitation attorneys' fees and claims for bodily injury (including death) or property damage, arising out of or relating to IT furnishing materials hereunder in accordance with any plans, specifications or other design documents furnished by Contractor to IT.
12. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from

Insituform Technologies, LLC, (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Sincerely,



Insituform Technologies, LLC
Ryan Miller
Business Development Manager

Accepted By: _____
(Signed)

(Print name)

Date: _____

Title: _____

RESOLUTION 46-2020

RESOLUTION APPROVING AWARD OF BID 2021-1,
ELECTRONIC SIGNS FOR FIRE STATIONS

WHEREAS, Bid # 2021-1 for Electronic Signs for Fire Stations, was issued, advertised in the paper and due on August 17, 2020 at 10:00 AM; and

WHEREAS, These signs are designed to be emergency message boards to provide information for citizens related to COVID-19, other community health issues, and emergency weather warnings, as well as displaying other information for citizens; and

WHEREAS, The Bid included matching signs for Fire Station #1 on Navy Road and the new fire Station #2 on Raleigh Millington; and

WHEREAS, Bids were received from five (5) companies:

United Signs, LLC, Norcross, GA	\$ 36,150.00
Frank Balton Sign, Memphis, TN	\$ 38,120.00
Williams Sign Co., Memphis, TN	\$ 42,100.00
Peck Signs, Memphis, TN	\$ 47,330.00
Golden Rule Signs, Louisville, KY	\$ 51,122.00

WHEREAS, United Signs, LLC, Norcross, GA was selected as the lowest and best bid meeting specifications; and

WHEREAS, United Signs, LLC also included a seven year parts and labor warranty, compared to only five years by the other vendors, and provided a multicolor sign instead of the red only lettering specified in the bid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that Bid # 2021-1 for Electronic Signs for Fire Stations is awarded to United Signs, LLC, Norcross, GA in an amount not to exceed \$36,150.00 as the lowest and best bid.

BE IT FURTHER RESOLVED That the Mayor is hereby authorized to sign a contract and any related documents with United Signs, LLC, Norcross, GA for the purposes contained herein.

This Resolution is adopted as of the 27th day of August, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 47-2020

RESOLUTION AMENDING RESOLUTION 31-2020 TO APPROVE SALE OF SURPLUS
PROPERTY AT 7743 CHURCH STREET AT APPRAISED VALUE

WHEREAS, The City owns the property located at 7743 Church Street, which includes a building and a storage building; and

WHEREAS, Resolution 31-2020 was adopted on June 8, 2020 approving the sale of this property for the bid amount of \$84,101.00; and

WHEREAS, The Purchaser and their lender obtained an appraisal, which placed the value at only \$80,360.00;

WHEREAS, The City agrees with the sale at the appraised value.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee that the action approved in Resolution 31-2020 is hereby amended and the sale to Ronnie and Sue Ann Cobb in the amount of \$80,360.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor may sign any and all documents necessary to complete the sale of the property.

This Resolution is adopted this 27th day of August 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk