



MEMORANDUM

October 4, 2010

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
David Parker, P.E., City Engineer
Eric J. Gardner, P.E., Director of Engineering
Paul P. Holzen, P.E., Engineering Supervisor

SUBJECT: Hillsboro Road/Sharpe's Branch Sewer

Purpose

The purpose of this memorandum is to present information to the Board of Mayor and Aldermen (BOMA) to consider the Final Change Order for the Hillsboro Road/Sharpe's Branch Sewer Project and to close out this contract.

Background

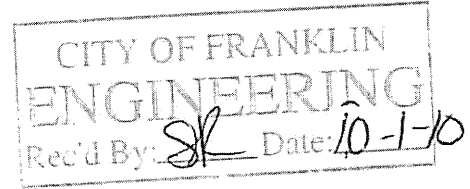
The Hillsboro Road/Sharpe's Branch Sewer Project rehabilitated the Sharpe's Branch Interceptor sewer through trenchless technology and included approximately 5,600 LF of 18", 24" and 36" sanitary sewer pipe and 23 manholes. Rehabilitation of a sanitary sewer system to reduce inflow and infiltration (I/I) is a necessary process in older and aging systems. Many older systems have sewer pipes that have small cracks and leaks that can be rehabilitated through trenchless technology where the pipes can be "lined" and do not have to be excavated and replaced. BOMA approved the construction contract with Insituform Technologies, Inc. for \$747,955.00 on 4/28/2009. At this time, Insituform Technologies, Inc has fulfilled all obligations as part of the construction contract and has submitted their final pay request.

Financial Impact

A DEDUCT of \$56,341.00 from the construction contract with Insituform Technologies, Inc. The final construction contract amount will be \$691,614.00.

Recommendation

Staff recommends approval of the Final Change Order to close this project with Insituform Technologies, Inc with a DEDUCT of \$56,341.00.



September 28, 2010

Mr. Paul Holzen, PE
City of Franklin Engineering Department
City Hall Mall
P. O. Box 305
Franklin, TN 37065

Nashville

Houston

Fort Lauderdale

RE: Hillsboro Road / Sharpe's Branch Sewer
Applications for Payment No. 5 - Final
SSR Project No. 05-41-042.0

Sarasota

Memphis

Dear Mr. Holzen:

We are enclosing five (5) copies of Application for Payment No. 5 as submitted by Insituform Technologies Inc., for the above referenced project. We have reviewed the application, and recommend final payment in the amount of 3,000.00 as requested. This Pay Request releases the retainage amount which has been held while the repairs to the Chestnut Bend HOA property were pending. We understand this property has been restored to its original condition. Included with the payment request is the final waiver of lien document and notice of release and settlement of all claims as related to the Chestnut Bend HOA.

Phoenix

New Orleans

Dallas

Also attached are five (5) copies of the final change order for the project for the City's execution. The project will close \$56,341.00 below the original contract price.

Please forward one copy of each Pay Request and executed final change order to the Contractor along with payment. We have retained two copies for our files. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "A. T. Johnson".

Andrew T. Johnson, P.E.

Attachment

cc: Mark Hilty – FWMD
Krissy McNeely - City of Franklin Engineering
05-41-042.0 file (1)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Franklin, TN
Franklin Water Management
Franklin, TN

PROJECT: Hillsboro Rd/ Sharpes Branch Sewer Rehab
SSR#05-41-042.0

APPLICATION NO.: 5-Final
PERIOD TO: 9/9/2010
PROJECT NOS.:
Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Insituform Technologies, Inc.
1410 Gould Blvd.
LaVergne, TN 37086

VIA ARCHITECT:
Smith Sekman Reid, Inc.
2995 Sideco Drive
Nashville, TN 37204

CONTRACT DATE: 6/11/2009
250197

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 747,955.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 747,955.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 691,614.00

5. RETAINAGE:

- a. 5% of Completed Work (Columns D + E on G703) \$
 - b. % of Stored Material (Column F on G703) \$
- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE

- (Line 4 less Line 5 Total) \$ 691,614.00
- ### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
- (Line 6 from prior Certificate) \$ 688,614.00
- ### 8. CURRENT PAYMENT DUE
- (Line 6 less Line 7) \$ 3,000.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	0.00	
TOTALS		0.00
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: *P. E. Eubank* Date: 09/09/10

Final Application for Payment Retainage Release

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *[Signature]* Date: 9/28/10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights on the Owner or Contractor under this Contract.

INSITUFORM TECHNOLOGIES, INC.
P.O. BOX 502657
St. LOUIS, MO 63150-2657

Project No.: 250197

City of Franklin, TN Hillsboro Sharpes Branch Sewer Rehab

Est #5

Invoice No.

Date: 9/9/2010

Your Order No

Terms: Net 30

1 OF 1

ITEM	DESCRIPTION	RID QUANTITIES		QUANTITIES		UNIT PRICE	EARNED THIS PERIOD	EARNED TO DATE
		PREVIOUS	CURRENT	TO DATE	TO DATE			
1	CIPP 36"	95	44	0	44	\$ 150.00	\$ -	\$ 6,600.00
2	CIPP 30"	2,571	2618	0	2618	\$ 103.00	\$ -	\$ 269,654.00
3	CIPP 21" (Per Change in scope; price replacing	2,617	1589		1589	\$ 80.00	\$ -	\$ 127,120.00
4	CIPP 18"	355	1253		1253	\$ 75.00	\$ -	\$ 93,975.00
5	MH Rehab 4' Dia. 0-6'	1	2	0	2	\$ 700.00	\$ -	\$ 1,400.00
6	MH Rehab 4' Dia. 8.1'-10'	3	3	0	3	\$ 1,170.00	\$ -	\$ 3,510.00
7	MH Rehab 4' Dia. 10.1'-12'	2	1	0	1	\$ 1,400.00	\$ -	\$ 1,400.00
8	MH Rehab 4' Dia. 12.1'-14'	2	3	0	3	\$ 1,635.00	\$ -	\$ 4,905.00
9	MH Rehab 4' Dia. 14.1'-16'	1	0	0	0	\$ 1,870.00	\$ -	\$ -
10	MH Rehab 4' Dia. 16.1'-18'	1	3	0	3	\$ 2,100.00	\$ -	\$ 6,300.00
11	MH Rehab 4' Dia. 18.1'-20'	2	1	0	1	\$ 2,350.00	\$ -	\$ 2,350.00
12	MH Rehab 5' Dia. 6.1'- 8'	3	0	0	0	\$ 1,150.00	\$ -	\$ -
13	MH Rehab 5' Dia. 8.1'- 10'	5	5	0	5	\$ 1,450.00	\$ -	\$ 7,250.00
14	MH Rehab 5' Dia. 12.1'- 14'	1	2	0	2	\$ 2,000.00	\$ -	\$ 4,000.00
15	MH Rehab 5' Dia. 14.1'- 16'	1	0	0	0	\$ 2,295.00	\$ -	\$ -
16	MH Rehab 5' Dia. 16.1'- 18'	1	0	0	0	\$ 2,580.00	\$ -	\$ -
17	MH Rehab 5' Dia. 20.1'- 22'	1	1	0	1	\$ 3,150.00	\$ -	\$ 3,150.00
18	Temporary Construction Fence	1	0	0	0	\$ 530.00	\$ -	\$ -
19	By-pass Pumping	1	1	0	1	\$ 160,000.00	\$ -	\$ 160,000.00
20	Silt Fence	2000	0	0	0	\$ 1.00	\$ -	\$ -
21	Construction Allowance	1	0	0	0	\$ 15,000.00	\$ -	\$ -
							\$ -	\$ 691,614.00

FINAL WAIVER OF LIEN

State of Tennessee
County of Davidson

Date September 9, 2010

To All Whom It May Concern:

Whereas, we the undersigned Insituform Technologies, Inc., have been employed by City of Franklin, TN, to furnish Labor, Equipment and Materials for the Project known as Hillsboro Rd/Sharpes Branch Sewer Rehab.

Now, therefore know ye, That we the undersigned for and in consideration of \$691,614.00, and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby waive and release any and all lien, and claim or right to lien on said above project and premises under the Statutes of the State of Tennessee relating to Mechanic's Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said City of Franklin, TN for said project and premises.

Provided further, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

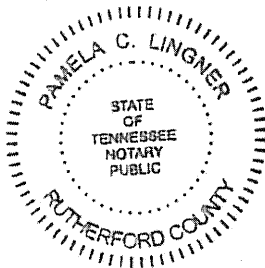
Given under our hands and seal this _____ day of _____, 2010.

Pamela C Lingner
Notary Public

D. Bartley
Signed by

My Commission expires 8-20-2013

Deborah Bartley, Field Engineer
Printed Name and Title

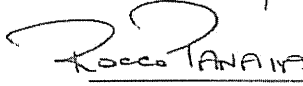


**NOTICE OF RELEASE AND
SETTLEMENT OF ALL CLAIMS**


For the sole consideration of \$ 3000.00 (Three Thousand Dollars And 00 /100 Cents), the undersigned Claimant, Chestnut Bend Homeowner's Association, hereby releases and forever discharges: City of Franklin, TN, Insituform Technologies, Inc. (ITI) and any and all of its subsidiaries, affiliated companies, sureties, officers, agents, employees, directors, successors and/or assigns and each of them, of and from any and all claims, demands, damages, causes of action, liabilities, or controversies, covenants, agreements, judgments and suits of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, which the Claimant has or had or may in the future have against ITI occurring or existing at any time arising out of, or in any way connected with Property Damage allegedly resulting from an occurrence which happened on, about, or prior to, October 2009 at or near the Chestnut Bend Homeowner's Association walking trail, specifically damage to asphalt pavement located in and around the area from MH # A-1 to MH# A-13 located in City of Franklin, State of Tennessee, and does hereby release ITI from and against all claims and demands it may have on account of or in any way growing out of said occurrence. This release expresses the full and complete SETTLEMENT of any liability claimed and denied, regardless of the adequacy of the above consideration, the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as estoppel, waiver or bar with respect to any claim the party or parties released may have against the undersigned. This SETTLEMENT is inclusive of all costs for the repair of any alleged damage to the above location. This instrument does not release ITI from any obligation it may have to the Chestnut Bend Homeowner's Association to smooth out ruts in the grass portion of the commons areas and straw and re-seed these areas and correct and drain the pool of foul smelling water pooling along the walking trail in the common areas of Chestnut Bend.

Dated 3/10/2010

**YOU ARE MAKING A FINAL SETTLEMENT.
READ BEFORE SIGNING RELEASE.**


Rocco TANANI I/WE
Print Witness' Signature

Print Claimant(s)/ Name(s)


Witness' Signature

Signature of Claimant

Signature of Claimant

INSITUFORM TECHNOLOGIES INC
 Phone : (636) 530-8000

Company	Date	Check No
00250	1/25/2010	60231673

Invoice Date	Invoice Number	Description	Gross Amount	Deductions	Amount Paid
1/21/2010	CK REQ 012110	REIMBURSE FOR DAMAGES	\$3,000.00		\$3,000.00
2110748	CHESTNUT BEND HOA 354 DOWNS BLVD SUITE #105	TOTALS	\$3,000.00		\$3,000.00

REMOVE DOCUMENT ALONG THIS PERFORATION

INSITUFORM TECHNOLOGIES INC
 17988 EDISON AVE
 CHESTERFIELD MO 63005
 (636) 530-8000

Bank of America
 Bank of America Customer Connection
 Bank of America, N.A. (South)
 Atlanta, Dekalb County, Georgia
 64-1278/611

MCHAMPION 1/25/2010 14:35:46 3,000.00

2110748
 00250

Date	Check	Amount
1/25/2010	60231673	\$*****3,000.00

VOID IF NOT CASHED IN 60 DAYS

PAY

THREE THOUSAND AND 00/100.....

TO THE ORDER OF CHESTNUT BEND HOA
 C/O WESTWOOD MANAGEMENT LLC
 354 DOWNS BLVD SUITE #105
 FRANKLINTON TN 37064

David A Martin

Amount Over \$10000.00 Require Second Signature

THIS DOCUMENT CONTAINS BURR PHOTOGRAPHY, MICROPRINTING, BACK HASHTAG, THERMOCHROMIC INK, AND WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

⑈60231673⑈ ⑆061112788⑆ 329 991 7163⑈