

**CITY COUNCIL MEETING**

**AGENDA ITEM VI**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*June 2, 2014 City Council Meeting*

**From:** Richard Lewis, Director of Planning and Zoning

**Subject:** **Acceptance of NH DOT Proposal for a Force Account Agreement, and Grant of Authorization Grant to the City Manager, regarding the State Funded Improvements to Industrial Park Drive and South Main Street**

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**Proposed Motion:**

*"I move that the Franklin City Council accept the terms of the Forced Account Agreement which addresses obligations of the City of Franklin to participate in the engineering and construction costs associated with the necessary relocation of water mains that are in conflict with the State-funded construction work on Industrial Park Drive and South Main Street. The City Manager is authorized to sign all documents associated with this agreement"*

**Discussion:**

**[Please note the following:**

- 1. The original motion made during the May 5, 2014 remains on the table and is being replaced with the shorter and more concise motion above.**
- 2. The discussion below is consistent with the discussion points raised in the CAR for the 5/5/14 meeting]**

Brian Sullivan has been discussing with NH DOT the details regarding the State-funded improvements to Industrial Park Drive and South Main Street. As the construction plans have evolved and additional field investigation work has been completed, it has been determined that some existing City-owned water mains in these roadways are in conflict with the proposed improvements and must therefore be re-located out of the work zones.

A qualified firm [L. C. Engineering Company, LLC], recommended by the City's Water Consultant Janet Levy, has begun work on the engineering work associated with the re-location of the water mains. This work is estimated to cost \$16,400. The NH DOT improvements for Industrial Park Drive include changes in the grade of the road, therefore, the State will reimburse the City for approximately \$3,300 of the total engineering costs. The total engineering costs for the City are therefor approximately \$13,100; the final exact amount may change but the estimate has been reviewed by MSD and the State and should be a pretty reliable number.

The Agreement presented by NH DOT details on page 2 the locations of the water main which will need to be re-located out of the work zone. Approximately 1600 linear feet of mains will need to be moved. The construction costs associated with the re-location of the water mains on Industrial Park Drive will be covered by NH DOT due to the change in the roadway grade mentioned above. The

costs associated with the re-location of water mains on South Main Street will be approximately \$90,000. The City's costs associated with the engineering and construction work will be covered by available funds in the Water Enterprise Fund. The total estimate costs of \$103,100 will need to be appropriated in the FY 16 Budget; the work is going out to bid in May, 2015, with construction to begin later that summer.

Per the terms of this Agreement, the City will provide an escrow payment to the State for all cost prior to the awarding of the construction contract. The State will draw down from this escrow account, and any remaining amount will be returned to the City; any budget shortfalls will be billed to the City.

Since the work for the re-location of the water mains is being layered into the overall bidding and construction project, the City will benefit from more competitive and better pricing due to the larger size of the overall project. The interests of the City relative to the integrity of our water system will be protected through the inspections of the installation of the re-located water mains by City staff.

This overall process of the City's participation in the engineering and construction tasks for a larger state funded project was also used in the 2004 improvements to the intersection of Central and West Bow Streets.

It is the recommendation of the MSD that this Agreement be endorsed so that the overall roadway improvement project continues to move forward in a positive fashion.

**Alternatives:**

If the City Council does not vote to endorse this Forced Account Agreement, then the City will be obligated to solicit bids for the water main re-location construction work, award the contract, and then pay for, and oversee the construction work. As noted above, acting on our own will eliminate the cost savings that can be achieved by participating in a cooperative fashion with the NH DOT.

**Attachments:**

- 1. Force Account Agreement;**
- 2. Copy of correspondence to CLD Consulting Engineers, Inc. from Manager Doyan**



# CITY OF FRANKLIN, NEW HAMPSHIRE

"A Friendly City on the Move"

316 Central Street  
Franklin, NH 03235



Tel : (603) 934-3900  
FAX: (603) 934-7413  
cityhall@franklin.nh.us

September 21, 2004

Christopher R. Bean, P.E.  
Project Manager  
CLD Consulting Engineers, Inc.  
540 Commercial Street  
Manchester, NH 03101

SUBJECT: Franklin TCSP X-A000(117), 13928  
CLD Reference No. 03-0206

Dear Mr. Bean:

An Agreement was executed between the City of Franklin and CLD Consulting Engineers on September 8, 2003, to study and provide engineering design for improvements to the Route 3 and Industrial Park Drive Intersection in Franklin, NH. In accordance with our Agreement (Article II – Compensation of Consultant for Costs Plus Fixed Fee Agreements) the not to exceed cost of the Agreement is \$83,778.00.

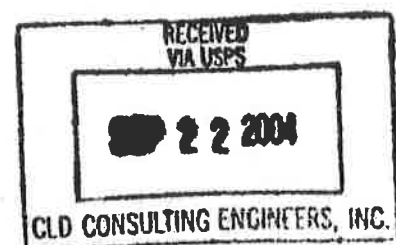
During the final design phase of the Agreement, the public involvement and coordination of the final design with abutters became more lengthy and involved than originally anticipated. This resulted in CLD expending more resources than normal to resolve the design and reach agreement with abutters. The City, therefore, will increase the not to exceed amount of the Agreement by \$1,222.00 to cover the additional time for public involvement and coordination.

The attached Modification Five to our Agreement (Article II – Compensation of Consultant for Costs Plus Fixed Fee Agreements), which is effective September 15, 2004, increases the not to exceed cost of the Agreement from \$83,778.00 to \$85,000.00, an increase of \$1,222.00. Please return one original copy for our files.

Sincerely,

  
Gregory T. Doyon  
City Manager

Cc: TCSP Project File (05-310)  
Larry Dreihaupt, LRPC



**MODIFICATION of AGREEMENT**

**Between**

**City of Franklin, NH  
and  
CLD Consulting Engineers, Inc.**

**Modification Number:** Five  
**Project:** Franklin Route 3 TCSP Project, X-A000(117), 13928  
**Scope of Modification:** Article II – Compensation of Consultant for Costs Plus Fixed Fee Agreements

During the final design phase of the Agreement, the public involvement and coordination of the final design with abutters became more lengthy and involved than originally anticipated. This resulted in CLD expending more resources than normal to resolve the design and reach agreement with abutters. The City, therefore, will increase the not to exceed amount of the Agreement by \$1,222.00 to cover the additional time for public involvement and coordination.

The original and amended not to exceed cost of the Franklin/CLD Agreement are:

Original not to exceed cost:	\$83,778.00
Amended (Modification Five) to:	\$85,000.00

**Effective Date:** September 15, 2004

CITY OF FRANKLIN

By: 

City Manager (Title)

Date: 9-21-04

CLD Consulting Engineers, Inc.

By: 

President (Title)

Date: 9/22/04

City Copy  
Return to MSD

FRANKLIN  
X-A000(737)  
13928A

(US 3; Upgrade at Intersection of Industrial Park Drive)  
(WATER LINE RELOCATION)

FORCE ACCOUNT AGREEMENT

This Agreement is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEW HAMPSHIRE, by its Department of Transportation, party of the first part, hereinafter called the "State", and City of Franklin Public Works Department (Vendor #177390), a municipality, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the State has the approval of the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), for a Federal-Aid Intersection Improvement (Organization Code 3025) Project, FRANKLIN 13928A, X-A000(737) for the construction of intersection improvements of US 3 and Industrial Park Drive, in the City of Franklin, County of Merrimack, New Hampshire (NH), which construction necessitates the relocation of water main facilities to the extent required to permit construction of the Project, and,

WHEREAS, the COMMISSIONER of the New Hampshire Department of Transportation (NHDOT), hereinafter called the "Commissioner", has prepared plans and specifications for such Project marked FRANKLIN 13928A, X-A000(737), which plans and specifications meet with the approval of the City and are on file in the permanent records of said Department of Transportation, Concord, New Hampshire, and,

WHEREAS, the State is obligated to reimburse the City for certain costs in accordance with RSA 228:22 (trench, backfill, and book value), for water relocations on US 3 and,

WHEREAS, a portion of said water facilities are located on Industrial Park Drive a municipally maintained roadway, the taking of which is compensable in eminent domain and therefore the costs of the relocations are the responsibility of the Project, and,

WHEREAS, the City desires the water main relocation work to be included as part of the Highway Contract, and,

WHEREAS, the City desires the assistance of the State in the relocation of the aforementioned facilities,

NOW THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. The State agrees to provide labor, equipment and materials in the Contract for the non-participating relocation of water main facilities at the following approximate locations:

**US Route 3**

<b><u>Station and Offset</u></b>	<b><u>Conflict Type</u></b>
100+25 Lt. to 101+25 Lt.	12" C.I. Water In Proximity to Roadway Structural Box
100+79 Lt.	12" C.I. Water with Catch Basin Excavation
101+00 to 102+75 Lt.	12" C.I. Water 1 Ft. Reduction in Cover
101+50 to 102+12 Lt.	12" C.I. Water with Proposed 12" Smooth Plastic Drainage Pipe (SPP)
102+12 Lt.	12" C.I. Water with Catch Basin
104+18 Lt.	12" C.I. Water with Catch Basin
104+18 to 105+74 Lt.	12" C.I. Water with Proposed 12" SPP
105+74 Lt.	12" C.I. Water with Catch Basin
108+70 Lt.	12" C.I. Water with Proposed 24" SPP
110+12 Lt.	12" C.I. Water with Catch Basin
110+12 to 111+50 Lt.	12" C.I. Water with Proposed 18" SPP
115+07 Lt.	12" C.I. Water within 2' Catch Basin
115+07 to 115+75 Lt.	12" C.I. Water with 15" SPP
115+50 Lt.	12" C.I. Water with Catch Basin
117+50 Lt.	12" C.I. Water 2.5' Above Proposed 15" SPP
118+62 Lt.	12" C.I. Water with Catch Basin
119+00 to 121+00	12" C.I. Water with Proposed 15" SPP
119+25 Lt.	12" C.I. Water with Catch Basin
119+29	12" C.I. Water and Hydrant with Catch Basin
119+50 to 122+50	12" C.I. Water with 1' to 2.5' Reduced Cover
121+00	12" C.I. Water with Catch Basin
126+10	12" C.I. Water with Proposed 24" SPP and Catch Basin
129+34 Lt.	12" C.I. Water with Catch Basin
132+31 Lt.	12" C.I. Water with Catch Basin

2. The State agrees to provide labor, equipment and materials in the Contract for the participating relocation of water main facilities at the following approximate locations:

**Industrial Park Drive**

<b><u>Station and Offset</u></b>	<b><u>Conflict Type</u></b>
20+44 Lt.	12" D.I. Water with Proposed 15" Corrugated Plastic Pipe (CPP) and Catch Basin
21+38 Lt.	12" D.I. Water with Catch Basin
21+80 Lt.	12" D.I. Water with Catch Basin
21+80 to 23+06 Lt.	12" D.I. Water with Proposed 12" CPP
23+06 Lt.	12" D.I. Water with Catch Basin

**Method of Payment for Described Work:**

Actual Cost estimated at \$ (To Be Determined in the Future) = \$ (To Be Determined in the Future) (Non-Participating Bid Item Estimate) + \$ (To Be Determined in the Future) (10% Construction Engineering) - \$ (To Be Determined in the Future) (RSA 228:22 Reimbursement) – \$3,300.00 (Participating Design Engineering) (Work Class Code 2260)

**Billing for Cost of Design Engineering submitted to:**

Leonard Russell, Financial Reporting Administrator  
 Bureau of Finance and Contracts  
 New Hampshire Department of Transportation  
 7 Hazen Drive, PO Box 483  
 Concord, NH 03302-0483

**Detailed billing shall be submitted showing:**

- State Project Name & Number.
  - Organization and Work Class codes.
  - Brief description of work covered.
  - Dates work was started & completed.
  - Breakdown of quantities and costs for labor, equipment, materials and overhead expenses.
  - Whether billing is partial or final.
  - City of Franklin bill or invoice number.
  - Date of billing.
3. The City agrees to assist the State in the inspection of the work described in Paragraphs 1 and 2 above and will bring to the attention of the State's Contract Administrator on the Project any deficiencies noted. The Contract Administrator shall require the Contractor to take corrective action as necessary to provide an acceptable installation.
  4. The work described in Paragraphs 1 and 2 above is shown in greater detail on the approved plans and in the attached plans and estimates being made a part of this Agreement.
  5. The work described in Paragraph 1 above will be accomplished under the Highway Contract, in accordance with the plans and specifications for same. The City agrees to reimburse the State for the actual costs (plus 10% construction engineering), and also agrees to accept the operation, use, and maintenance of the facilities, as constructed.
  6. The work described in Paragraph 2 above will be accomplished under the Highway Contract, in accordance with the Project plans and specifications for same, at no cost to the City. The State agrees to reimburse the City for the design engineering,



construction engineering and inspection services for this work. The City agrees to accept the operation, use, and maintenance of the facilities, as constructed.

7. In order to assure a proper installation, the City will inspect the Contractor's work of installing, relocating and/or adjusting the City's facilities as required by the Project. Any issue shall be brought to the attention of the State's Contract Administrator immediately and he/she shall resolve it.
8. Federal and State participation in the cost of the work done under this Agreement shall be computed on the basis of the provisions and regulations of 23 CFR, Part 645, Subpart A and/or Subpart B. The subject regulation, including all current amendments and/or revisions, is hereby made a part of this Agreement.
9. The City agrees to provide a payment to the Treasurer, State of New Hampshire, through:

Leonard Russell, Financial Reporting Administrator  
Bureau of Finance and Contracts  
New Hampshire Department of Transportation  
7 Hazen Drive, PO Box 483  
Concord, NH 03302-0483

in the amount of the bid costs, minus the reimbursement amount, for relocating the non-participating water main facilities described in Paragraph 1 prior to the award of the Contract. The actual payment total required will be determined at the time of receipt of bids for the Project. Should the funds (approximately \$ (To Be Determined in the Future)) not be provided, the water main work in excess of that length required to be relocated due to construction conflicts will be deleted from the Contract; and the City will be billed for the costs of the required relocated length, minus State reimbursement.

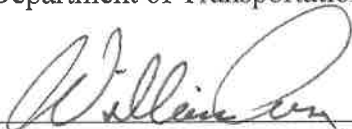
10. Upon completion of the work, the State will compute the quantities and costs of items related to water main relocations, along with any additional required water main relocations needed to resolve construction conflicts, plus 10% for construction engineering. If these costs exceed the escrow amount, the State will bill the City for the balance due. If they are less, the State will forward a check in the amount of the balance to the City.
11. Upon the receipt of satisfactory detailed invoices (with applicable credit shown for salvage or scrap, betterments, and accrued depreciation) without arbitrary percentage or lump sum addition for overhead expenses, the State agrees to reimburse the City for the costs of labor, equipment and materials to perform Design Engineering, Construction Engineering and Inspection of the work described in Paragraph 2 above, said costs being estimated at \$3,300.00. However, the State shall be under no obligation to make payment for the costs of any work performed prior to the date the City is authorized in writing by the Commissioner to proceed with such approved work, or whenever the City violates the conditions set forth in this Agreement.

- 12. The State agrees to reimburse the City in the amount of \$ (To Be Determined in the Future) for trench and backfill according to the future estimate. The State also agrees to reimburse the City for the book value (original cost less allowable depreciation) of the existing water main facilities which will be retired, the amount of this payment being \$ (To Be Determined in the Future), which will be computed per the future estimate. The City agrees that these amounts, included in the payments described above, fulfill the State's obligation of RSA 228:22 (trench, backfill, and book value).
- 13. All cost records of the City pertaining to the Project will be subject at any time to inspection by representatives of the State and the Federal Government for a period of not less than three (3) years from the date final payment is received by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

CITY OF FRANKLIN

By:   
 William J. Cass, P.E.  
 Director of Project Development

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

WJO WJO

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)