

CITY COUNCIL MEETING

AGENDA ITEM XI



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
May 5, 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**

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 estimated costs to the City are approximately \$13,100 for engineering and \$90,000 for construction. The City Council authorizes the City Manager to endorse this Agreement, as well as all other agreements and documents that relate to this project, as long as any costs detailed in future agreements or documents are no greater than 15% more than the above estimates."

Discussion:

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 therefore 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. Email exchanges between NH DOT and L. C. Engineering Company, LLC;
3. Copy of the Contract between the City and L. C. Engineering;
4. Plan Details



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

FRANKLIN
X-A000(737)
13928A
(US 3; Upgrade at Intersection of Industrial
Park Drive in Franklin)
[FORCE ACCOUNT COVER LETTER –WATER MAIN RELOCATION]

Bureau of Highway Design
Room 200
Tel. (603) 271-2171
Fax (603) 271-7025

April 15, 2014

Brian Sullivan
Director of Public Works
Franklin Public Works Department
43 West Bow Street
Franklin, NH 03235

Dear Mr. Sullivan:

The Department has received the final design scope of work and estimate dated March 21, 2014 from L. C. Engineering Company, LLC, for the relocation of water main facilities on the above noted State project in the City of Franklin, New Hampshire. The estimate has been reviewed by this office and it appears to be acceptable in the amount of \$16,400.00 for water design services. The reimburseable amount to the City is \$3,300.00.

It is anticipated that this Agreement will be amended to include the City's cost of construction less all reimbursable amounts upon completion of Final Design. The cost of construction is anticipated to be more than the reimbursable amounts therefore the State will require payment of the balance prior to award of the construction contract in accordance with Paragraph 9 of the Agreement.

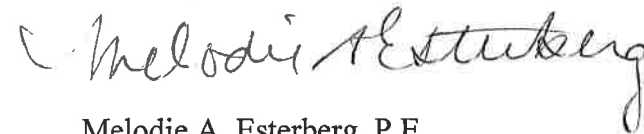
Enclosed is the original Force Account Agreement in duplicate, executed by the State. If this Agreement is satisfactory, please have both signed and dated for the City and return one (1) to Lennart D. Suther, P.E., Utilities Engineer, New Hampshire Department of Transportation, 7 Hazen Drive, PO Box 483, Concord, NH, 03302-0483.

The future Amendment to this Agreement will include a request to encumber an escrow payment (which includes construction engineering) for the City's share of the water facilities relocations. Request for payment to the Treasurer, State of New Hampshire through Mr. 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 will be sent upon receipt of the Bids and determination of the lowest responsible bidder.

Please note that it is important that the Department have sufficient backup information when invoices are submitted for credit towards the City's share of construction in addition to the Utility Reports as stated in the Force Account Agreement. Backup information must include quantities and costs of labor, material and equipment, subcontractor expenses, overhead and other costs associated with the project. These costs must be presented in a detailed manner so that the rational basis of the invoiced amount is clearly understood. Invoices that are presented with insufficient backup information will be returned to the company. Please forward a copy of this letter to the appropriate accounts payable individual(s) in order to assure this requirement is met.

Upon receipt of the executed Agreement by the Department, we will notify you in writing of authorization to proceed with the work covered by the Agreement. **If you have any questions, please contact Brett McCrea of this office at 271- 1988.**

Sincerely,



Melodie A. Esterberg, P.E.
Chief of Design Services

MAE/LDS/bsm

Enclosures

cc: Victoria Chase, Construction, Final Design, Finance & Contracts - Karyn Olson, Utilities

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

<u>Station and Offset</u>	<u>Conflict Type</u>
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

<u>Station and Offset</u>	<u>Conflict Type</u>
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.

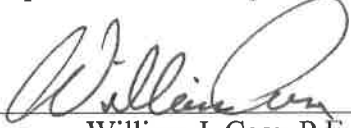
10. Upon completion of the work, the State will compute the quantities and costs of items related to water main relocations, along with any additional required water main relocations needed to resolve construction conflicts, plus 10% for construction engineering. If these costs exceed the escrow amount, 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

(Title)

(Date)

Brett McCrea

From: Lennart Suther
Sent: Monday, March 24, 2014 8:45 AM
To: Brett McCrea
Subject: FW: FW: Fraanklin, NH US Route 3 Water Main Relocation Project
Attachments: 3-19-14 project engr cost estimate.xls

From: Louis Caron [<mailto:lcengineeringco@gmail.com>]
Sent: Friday, March 21, 2014 4:08 PM
To: Lennart Suther
Subject: Re: FW: Fraanklin, NH US Route 3 Water Main Relocation Project

Attached is a spreadsheet that is the basis of my fee calculation. I propose that the \$3,300 fee be considered a Lump Sum as far as the NHDOT is concerned.

Regarding overhead, fixed fee, etc. since I am part time, I pay myself only when I have available cash and not on a regular schedule or regular salary basis. In fact, for 2013 I did not take any salary since I needed to purchase a new company vehicle which consumed my "free cash flow." It would be difficult to calculate a multiplier etc. for my business as it stands. That is why I propose a Lump Sum fee for your portion. My "normal billing rate" of \$130/hour is less than it was 10 years ago when I worked for SEA Consultants on NHDOT projects. Such a deal for you now.

On Fri, Mar 21, 2014 at 2:31 PM, Lennart Suther <LSuther@dot.state.nh.us> wrote:

Louis Caron –

The Department will need a breakdown of the estimated engineering hours for the Principal Engineer and CADD Technician and Direct Expenses to generate the total engineering fee. Also the base rate, overhead rate and fixed fee (percentage) used to determine the normal billing rates for the above job classifications.

The division of the fee based on the length of water main to be relocated is acceptable to the NHDOT. If the ratio of reimbursable length to total length changes the percentage of the reimbursable total engineering fee will be modified. Thus the Force Account Agreement will describe the reimbursable amount in the same manner.

If you have any questions, please contact me.

Lennart D. Suther, PE
Utilities Engineer

New Hampshire Department of Transportation
John O. Morton Building, Room 200
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483
Phone: (603) 271-1593
Fax: (603) 271-7025
lsuther@dot.state.nh.us

From: Brian Sullivan [mailto:bsullivan@franklinnh.org]
Sent: Friday, March 21, 2014 1:44 PM
To: Brett McCrea; Lennart Suther
Cc: 'Louis Caron'
Subject: FW: Fraanklin, NH US Route 3 Water Main Relocation Project

Lennart/Brett, Attached is Lou Caron's proposal to perform engineering /design services for work associated with relocation of approximately 1,200 feet of City Water Main within US Route 3 and 310 feet in Industrial Park Drive. It is our understanding that the NHDOT will absorb the full cost of engineering and construction in Industrial Park Drive and that the City is responsible for eliminating water main conflicts relating to the work within the NHDOT layout of Route 3. Should you need any further breakout of costs contact Lou and please copy me. Thanks, Brian Sullivan

From: Louis Caron [mailto:lcengineeringco@gmail.com]
Sent: Friday, March 21, 2014 8:18 AM
To: Brian Sullivan
Subject: US Route 3 Water Main Relocation Project

Attached is a DRAFT Letter Agreement for engineering services associated with this project. I have estimated that approximately 1,200 LF of water main at 8 locations will need to be constructed (relocated) along US Route 3 and an additional 310 LF on Industrial Park Drive. With a total engineering fee estimated at \$16,400 the NHDOT portion is 20.1% of the total (based on LF of water main to be constructed) which equals \$3,300.

Please review the Letter Agreement. If it is acceptable to you, I will sign two originals and send them to you to execute. You keep one and send the other back to me. The \$3,300 figure can be forwarded to Lennart Suther, NHDOT Utilities Engineer.

Note: There is one location at station 108+70 where there is a possible conflict with a new cross pipe. I will request the NHDOT to lower their cross pipe 1' to 1.5' so that the water main can remain in place. If they will not revise their drainage at this location, there will be an additional length of water main to be constructed.

Louis Caron, PE

L. C. Engineering Company, LLC

PO Box 903

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:

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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.

L. C. Engineering Company, LLC

PO Box 903
Concord, NH 03302

March 20, 2014

Franklin Municipal Services
Attn. Brian Sullivan, Director
43 West Bow Street
Franklin, NH 03235

Re. NHDOT Project X-A000(737) US Route 3 Improvement Project
Letter Agreement – water main relocation

Dear Mr. Sullivan,

L. C. Engineering Co. offers to provide professional engineering services to the City of Franklin Municipal Services with respect to water main replacement associated with the NHDOT Project No. X-A000(737), roadway improvements to US Route 3 and Industrial Park Drive. This letter agreement will serve as the contract between the City of Franklin (Client) and L. C. Engineering Co., LLC (Engineer) to perform the services outlined below.

Project Description

The NHDOT is planning to construct improvements to approximately 6,300 feet of US Route 3 and a portion of Industrial Park Drive. The project is scheduled to advertise at the end of May 2015. The roadway construction of the drainage pipes and catch basins will require the relocation of underground utilities, including water mains owned by the City. The NHDOT will include the utility relocation plans in their project plan set. The NHDOT contractor will construct (install) the required new water mains with construction observation services provided by the City. The NHDOT has asked the City to prepare water main relocation plans, construction details, Special Provision (Specifications), quantity calculations and opinion of probable construction cost for this work. These plans will then be incorporated into the NHDOT plan set for advertising. It is understood that the State will assume responsibility for all the costs associated with engineering and construction of the new water main on Industrial Park Drive from the main in US Route 3 to the end of the water main work on Industrial Park Drive.

Scope of Services

Professional services are expected to include, but not be limited to, the preparation of water main replacement, contract plans, construction details, specifications and estimate of item quantities (participating and non-participating). The preparation of plans and details for temporary water service is not included in this scope of services. Specifically the services shall include, but not limited to the following:

- Review available material for the project. This will be provided by the City and the NHDOT.
- Meet with NHDOT Utility Engineers to review the project scope and their requirements for material required to be provided by the City (done 3/18/14)
- Review the proposed roadway plans and determine the need for the water main relocation layout and prepare a preliminary water main relocation plan
- Prepare a CADD base plan sheets for water main relocations. This will be prepared from a CADD file provided by the NHDOT. We will electronically “clean-up” the file to produce base plan sheets that will focus on the water main replacement.
- The plan sheets shall fit on a 22” x 34” sheet size, within the NHDOT sheet border
- The proposed water main plans will show the layout of the new water main, the location of proposed gate valves, 45^o angular fittings, air insertion points, pipe size reducers (if necessary), fire hydrants, couplings and other material items as required
- Meet with yourself and your staff to confirm the existing utility information, especially the size and type of existing water mains and the location of gate valves
- Coordinate the water main details and specifications with Janet Levy, the City Water Supply Consulting Engineer
- Visit the site, take pictures and a video
- Prepare plans sheets showing the water main relocation for inclusion into the NHDOT plan set
- Prepare a plan sheet(s) with City Standard Water Main Construction Details
- Identify material items required together with associated quantities; all in the NHDOT item reference numbers
- Prepare specific modifications to the NHDOT Special Provision Section 611 – Water Main Installation. We will modify the Special Provision as required to accommodate City preferences for materials, as required.
- Submit plans for review to Client, Janet Levy, and the NHDOT
- Plan, specifications and estimate submission expected at 60%, 90% and 99% on dates scheduled by the NHDOT.
- Revise plans as recommended in review comments
- The final submission shall include plans to NHDOT in hard copy (Mylar) and electronic PDF file format. The Mylar plan sheets will have the Engineer’s PE stamp.

Material and information to be furnished by others

- The Client shall provide information on the existing water main in the project areas (done by the NHDOT). City to furnish existing water main information not provided by the NHDOT.
- The NHDOT shall provide information for the proposed road improvement plans, profile and cross sections
- The NHDOT shall provide a listing of their specific needs relative to the presentation of the water main relocation plans (done in a letter from the NHDOT to the City dated February 6, 2014)
- The NHDOT shall provide an electronic file of their base plan and their Special Provision Section 611 – Water Main Installation (available on-line at the NHDOT website)
- The Client Consulting Engineer (Janet Levy, PE) shall review the NHDOT Special Provision and make recommendations to Engineer as to modifications to the Special Provisions that may be required to meet Client specifications, if any.
- Client to provide a CADD file or hardcopy of their water main standard construction details
- The NHDOT shall provide an electronic CADD file of their plan sheet border and title block
- NHDOT and Client shall review plan submissions provided by the Engineer
- The NHDOT shall add the sheet numbers to the water main relocation plan sheets.

Schedule

The period for gathering data and meeting with the Client and the NHDOT utility engineers will include approximately two weeks and should be concluded by the end of March 2014. Initial plans for the Client and NHDOT to review (60% submission) shall be on a date determined by NHDOT. The 90% and 99% submission dates shall also be scheduled by the NHDOT.

Compensation

Compensation for professional services will be billed for time and materials on an hourly basis at a normal billing rate of \$130.00 per hour for the Principal Engineer and \$62.00 per hour for a CADD Technician. Our estimate for the total engineering fee for the project is Sixteen Thousand Four Hundred Dollars (\$16,400), which includes direct labor, payroll burden, overhead, profit and direct project expenses. We estimate that the contributing effort for the services associated with the portion of Industrial Park Drive is about 20.1% of the total engineering effort which represents a cost of Three Thousand Three Hundred Dollars (\$3,300). The remaining Thirteen Thousand One Hundred Dollars (\$13,100) is the City portion of the engineering fee. It is understood that the final total fee for engineering

may be more or less than that estimated herein, but for the sake of providing the NHDOT a figure for their portion, use the \$3,300 amount.

Payment

For services rendered, Engineer will invoice the Client, and the Client agrees to pay for these services. Payment is expected within thirty days of Client's receipt of the invoice. Invoices will normally be prepared each calendar month. Client agrees to pay Engineer within 30 calendar days of Client's receipt of the invoice.

General Conditions

The following general conditions shall apply to this Agreement.

- The laws of State of New Hampshire shall govern provisions of this Agreement.
- Either party may terminate this agreement with a thirty day written notice provided. In the event of termination by the Client, Engineer shall be paid for services performed up to the termination date.
- If the Engineer is requested to appear in litigation or other legal process on behalf of the Client, Engineer shall receive additional compensation as mutually agreed by both parties.
- The Client acknowledges that the Engineer is a corporation and agrees that any claim made by the Client arising out of any negligent act or omission of any director, officer or employee of the Engineer in the performance of this agreement, shall be made against the corporation and not against such director, officer or employee.
- Engineer's liability resulting from any negligent acts, errors or omissions resulting from the performance of the services for a specific project or assignment under this Agreement shall be no greater than the amount of compensation paid to Engineer for the specific project or assignment.
- Engineer will, at its expense obtain, insurance of sufficient (or statutory) amounts to protect itself from claims under worker's compensation acts, claims or damages because of bodily injury, including personal injury, sickness, or death of any of its employees or any other person other than its employees; and claims or damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- This Agreement may be amended, supplemented, or modified or canceled by either party in writing.

Agreement

L. C. Engineering Co., LLC agrees to provide and the City of Franklin agrees to pay L. C. Engineering Co., LLC for the professional services as described above.

L. C. Engineering Co., LLC

City of Franklin Municipal Services

By Louis P. Caron, President/Manager

By

Date March 20, 2014

Date

The City certifies that the individual signing this agreement has the legal authority to do so. Two "original" copies of the agreement are provided. Please sign both, keep one copy and return the other to L. C. Engineering Co., LLC.

Franklin US Route 3 Water Main Relocation Project

Project Budget \$130 \$62

Phase	LPC		CADD		TOTAL	
	Hours	\$\$	Hours	\$\$	Hours	\$\$
Project Startup, initial meetings (City/State)	7	\$910		\$0	7	\$910
Initial studies, alternatives	16	\$2,080			16	\$2,080
Preliminary Water Main Layout/incl. site visit & mtg w City	8	\$1,040			8	\$1,040
Develop Base Plans	4	\$520	40	\$2,480	44	\$3,000
Draft water main layout on plan sheets w notes	8	\$1,040	40	\$2,480	48	\$3,520
Prepare Standard Construction Detail Sheet	2	\$260	10	\$620	12	\$880
Item summary/Calculate quantities/cost estimate	8	\$1,040			8	\$1,040
Prepare specifications	7	\$910			7	\$910
REVISIONS following NHDOT/City reviews	6	\$780	12	\$744	18	\$1,524
Meetings/coordination	8	\$1,040			8	\$1,040
Totals	74	\$9,620	102	\$6,324	176	\$15,944

42.0% 58.0%

Expenses (plots, printing, mileage)

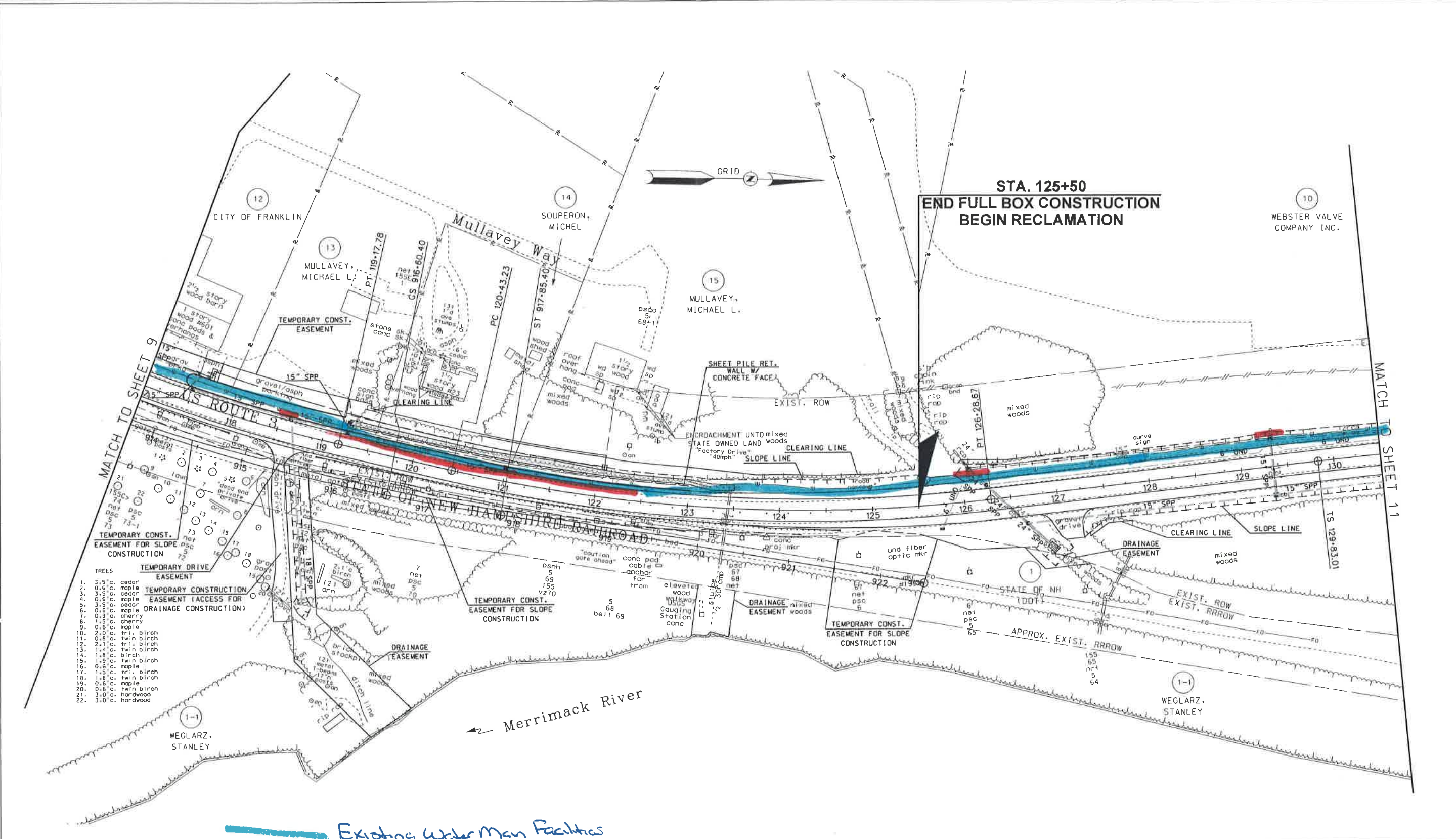
\$456

Project total \$16,400

	Pipe relay length	
US Route 3	1,200	79.5%
Industrial Park Drive	310	20.5%
Total	1,510	

	City	NHDOT
Project total	79.9%	20.1%
	\$13,100	\$3,300

SDR PROCESSED	PLAN PREP	DATE	DATE	DATE	DATE	DATE
NEW DESIGN	TEAM KIROUAC	09/2013	09/2013	09/2013	09/2013	09/2013
SHEET CHECKED	NAME3					
AS BUILT DETAILS						



- TREES
- 3.5' c. cedar
 - 0.6' c. maple
 - 0.6' c. cedar
 - 3.5' c. maple
 - 0.6' c. maple
 - 0.6' c. cherry
 - 1.0' c. cherry
 - 0.6' c. maple
 - 2.0' c. tr. birch
 - 0.6' c. tr. birch
 - 2.1' c. tr. birch
 - 1.4' c. tr. birch
 - 1.8' c. birch
 - 0.3' c. twin birch
 - 0.3' c. tr. birch
 - 1.5' c. tr. birch
 - 0.8' c. twin birch
 - 0.8' c. maple
 - 0.8' c. twin birch
 - 1.0' c. hardwood
 - 0.0' c. hardwood

Existing Water Man Facilities

Conflicts



PRELIMINARY PLANS
SUBJECT TO CHANGE
DATE 3/24/2014

STATE OF NEW HAMPSHIRE				
DEPARTMENT OF TRANSPORTATION • BUREAU OF HIGHWAY DESIGN				
GENERAL PLANS				
MODEL	DGN	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
GEN03	13928agenplans	13928A	3	6

