

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager 
Date: August 7, 2014
Initiated By: Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Jean-Ellen M. Willis, PE, Engineering Manager – Transportation
Re: Resolution 72-14 - Authorizing the City Manager to enter into Two Construction Agreements with Columbia Gas to Relocate Two Gas Lines for the Sawmill Road/Hard Road Intersection Improvement Project

Summary

The adopted Dublin 2014 – 2018 Capital Improvements Program includes the Sawmill Road/Hard Road intersection improvement project (Project #ET0605), which provides for the addition of right- and left-turn lanes and modifies the traffic signal. Dublin staff has been working on the improvements to the Sawmill Road and Hard Road intersection for the past several years as development adjacent to the intersection has occurred. The project will be funded by service payments from the Lifetime Fitness Tax Increment Financing District.

As part of this project, Columbia Gas must relocate two gas lines, a six-inch plastic medium pressure pipe and a ten-inch steel high pressure pipe, that are located within an existing private easement. Figure 1 below shows the approximate location of the relocated gas lines. Because both are located in a private easement, the City of Dublin must pay to have those lines relocated as part of the project. The City of Dublin is responsible to pay forty-six percent (46%) of the relocation cost for the six-inch plastic medium pressure pipe and one hundred percent (100 %) of the relocation cost for the ten-inch steel high pressure pipe. The cost to relocate the six-inch medium pressure line is shared with the City of Columbus, because it must be relocated in the Hard Road Widening project as well. If the lines were located within public right-of-way, then the cost of the relocation would be the responsibility of Columbia Gas.



Figure 1: Proposed Gas Line Approximate Locations

Each gas line that must be relocated has a separate construction agreement. The cost included in the first agreement to relocate the six-inch plastic medium pressure pipe is \$60,000, or forty-six percent of \$130,450, which is the total cost to relocate this line. As mentioned above, the cost to relocate this gas line is shared with the City of Columbus, due to the Hard Road Widening project. The cost included in the second agreement to relocate the ten-inch steel high pressure pipe is \$450,650. These payments will be made to Columbia Gas in advance of the construction activity.

Once the relocations are complete, Columbia Gas will verify the actual construction cost for each, and the final billing will be provided to Dublin. If the actual cost of the relocation is more than the amount deposited, Dublin will be billed for the excess. If the actual cost of the relocation is less than the amount deposited, Columbia Gas will refund the excess to Dublin.

Recommendation

Staff recommends approval of Resolution 72-14 authorizing the City Manager to enter into a Construction Agreement with Columbia Gas for the relocation of two gas lines for the Sawmill Road/Hard Road Intersection Improvement Project.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

72-14

Resolution No. _____

Passed _____

20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TWO CONSTRUCTION AGREEMENTS WITH COLUMBIA GAS FOR THE RELOCATION OF TWO GAS LINES WITHIN THE CITY OF DUBLIN FOR THE SAWMILL ROAD/HARD ROAD INTERSECTION IMPROVEMENT PROJECT (ET0605)

WHEREAS, the City of Dublin has identified the need to construct improvements at the intersection of Sawmill Road and Hard Road; and

WHEREAS, the Sawmill Road/Hard Road Intersection Improvement Project includes the addition of right and left-turn lanes and modifies the traffic signal; and

WHEREAS, the City of Dublin's adopted 2014-2018 Capital Improvements Program includes this project, which is identified as Project #ET0605; and

WHEREAS, the City of Dublin has worked closely with Columbia Gas to develop relocation plans for a six-inch plastic medium pressure pipe and a ten-inch steel high pressure pipe; and

WHEREAS, the City of Dublin will assume forty-six percent (46%) of the cost of relocation of the six-inch plastic medium pressure pipe, and

WHEREAS, the City of Dublin will assume one hundred percent (100 %) of the cost of relocation of the ten-inch steel high pressure pipe.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into two Construction Agreements with Columbia Gas for the relocation of two gas lines adjacent to Sawmill Road, a six-inch plastic medium pressure pipe and a ten-inch steel high pressure pipe, which are located within the City of Dublin, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Construction Agreements, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 3. This Resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

Attest:

Clerk of Council

July 14, 2014

Attn: Ms. Jeannie Willis
City of Dublin
5800 Shier Rings Road
Dublin, OH 43016

RE: Sawmill/Hard Road Gas Relocation

Ms. Willis,

Columbia Gas of Ohio, Inc. has been asked to relocate a section of its facilities to avoid conflicts with the Sawmill Road and Hard Road intersection project. Approximately 1,700 feet of 6-inch plastic, medium pressure main and 1,080 feet of 10-inch steel, high pressure main will need to be relocated to avoid any conflicts with the proposed roadwork.

Included are two reimbursable agreements: one agreement for the medium pressure gas relocation and one agreement for the high pressure gas relocation, which will allow the actual costs of the two separate gas main relocations to be tracked appropriately.

The estimated total cost of relocation of the medium pressure gas main is \$130,450, which is considered to be **46% reimbursable**. As such, the City of Dublin will be responsible for **\$60,000** of these costs. The estimated total cost of relocation of the high pressure gas main is **\$450,350**, which is considered to be **100% reimbursable**.

As mentioned above, I have included reimbursable agreements for both relocations. Please have two copies of these agreements signed, dated, witnessed, and returned to my attention at 1600 Dublin Road, Columbus, Ohio, 43215. I will then do the same and return a copy to you.

If you have any questions or concerns about this matter, please feel free to contact me at (614) 481-1057.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Caldwell", written in a cursive style.

Rob Caldwell
Field Engineer
Columbia Gas of Ohio, Inc.

Enclosures

AGREEMENT

THIS AGREEMENT, made this _____ day of August, 2014 by and between Columbia Gas of Ohio, Inc. having an office and place of business at 200 Civic Center Drive, Columbus, Ohio 43215, hereinafter referred to as "COLUMBIA".

AND

The City of Dublin
(Company Name)

5800 Shier Rings Road
Dublin, OH 43016
(Address)

hereinafter referred to as "REQUESTOR."

WITNESSETH:

WHEREAS, Columbia owns and operates 10-inch steel high pressure main in easement along Sawmill Road near the intersection with Hard Road, in the City of Dublin, State of Ohio, Franklin County; and

WHEREAS, Requestor wishes to have approximately 1,080 feet of this pipeline relocated in order to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

1. Requestor agrees to pay 100% of the actual cost of the relocation.
2. Requester agrees to deposit the sum of \$450,350 to Columbia. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Columbia shall return the deposited sum to Requestor less all costs expended or obligated at the time of cancellation or indefinite postponement, including costs, which may have to be expended to restore the premises to their original condition.
3. Upon written execution of this agreement and receipt of said sum of \$450,350 from Requester, Columbia agrees to begin plans to relocate said pipeline. Columbia will physically relocate said pipeline as mutually agreed to when all material is available, all necessary permits are received, and a construction crew is available.
4. Upon completion of said relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If 100% of the actual cost of said relocation is more than the amount of deposit, Requestor shall promptly pay the excess over the amount deposited to Columbia. If 100% of the actual cost is less than the amount of the deposit, Columbia shall promptly return to the Requestor the excess of the deposit.
5. It is understood and agreed between the Parties hereto that this project will not be commenced until such time as such relocation will not impair the operations of Columbia in its service of gas to its customers.
6. The Requestor hereby agrees to defend, indemnify and hold harmless Columbia, its contractors, employees and agents from and against all liability, loss, damage, and injury claimed to have arisen or that result from the relocation of Columbia's facilities contemplated hereunder to the extent allowable by law. Requestor's indemnification and hold harmless obligation shall not, however, apply to such liability, loss, damage, and injury proximately caused by Columbia's, its contractors', employees' or agents' gross negligence or willful misconduct in relocating Columbia's facilities as contemplated hereunder.

WITNESS the due execution of this Agreement the day and year aforesaid.

WITNESS:

REQUESTOR:
THE CITY OF DUBLIN

Print Name:

Print Name:

WITNESS:

COLUMBIA GAS OF OHIO, INC.

Robert Caldwell

Michael Sucharski

AGREEMENT

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AND

The City of Dublin
(Company Name)

5800 Shier Rings Road
Dublin, OH 43016
(Address)

hereinafter referred to as "REQUESTOR."

WITNESSETH:

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6. The Requestor hereby agrees to defend, indemnify and hold harmless Columbia, its contractors, employees and agents from and against all liability, loss, damage, and injury claimed to have arisen or that result from the relocation of Columbia's facilities contemplated hereunder to the extent allowable by law. Requestor's indemnification and hold harmless obligation shall not, however, apply to such liability, loss, damage, and injury proximately caused by Columbia's, its contractors', employees' or agents' gross negligence or willful misconduct in relocating Columbia's facilities as contemplated hereunder.

WITNESS the due execution of this Agreement the day and year aforesaid.

WITNESS:

REQUESTOR:
THE CITY OF DUBLIN

Print Name:

Print Name:

WITNESS:

COLUMBIA GAS OF OHIO, INC.

Robert Caldwell

Michael Sucharski