



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager */mec*

Date: August 21, 2014

Initiated By: Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Kenneth B. Richardson, P.E., P.S., Engineering Manager – Design

Re: Resolution No. 76-14 - Authorizing the City Manager to enter into a Letter of Agreement with Ohio Power Company for the Design and Construction of an AEP Underground Duct Bank and Vault System in Conjunction with the Emerald Parkway – Phase 8 Project.

Summary

The City of Dublin's adopted 2014-2018 Capital Improvements Program includes the Emerald Parkway – Phase 8 project, which is identified as Project # ET 0104. Staff has worked closely with Ohio Power Company, an Ohio Corporation ("AEP Ohio") on design and construction of an AEP underground duct and vault system along the alignment of Emerald Parkway – Phase 8 from Riverside Drive to Bright Road. This AEP underground duct and vault system will serve future development adjacent to Emerald Parkway – Phase 8.

AEP Ohio has agreed to reimburse the City of Dublin for the full cost of the design and construction of the underground duct and vault system incurred with the Emerald Parkway – Phase 8 project. Reimbursement is for actual expenses/costs incurred by the City associated with the AEP work. We will know actual expenses/costs of the AEP work in November this year and will invoice AEP Ohio at that time. The estimated cost of the AEP Ohio work is currently \$632,751.00, of which \$27,033.00 is for design fees.

The underground duct banks and vaults are located in the west bound traffic lane closest to the tree lawn and in the center of the lane. Six, six-inch diameter ducts comprise the majority of the duct system.

Recommendation

Staff recommends approval of Resolution 76-14, authorizing the City Manager to enter into a Letter of Agreement with Ohio Power Company for the design and construction of an AEP underground duct and vault system along the alignment of Emerald Parkway – Phase 8 project.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30076-14

Resolution No. _____ Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH OHIO POWER COMPANY, AN OHIO CORPORATION ("AEP OHIO") FOR THE DESIGN AND CONSTRUCTION OF AN AEP UNDERGROUND DUCT BANK AND VAULT SYSTEM AS PART OF THE EMERALD PARKWAY – PHASE 8 PROJECT AND LOCATED WITHIN THE CITY OF DUBLIN

WHEREAS, the City of Dublin's adopted 2014-2018 Capital Improvements Program includes the Emerald Parkway – Phase 8 project; and

WHEREAS, the City of Dublin has worked closely with AEP Ohio to design and construct an AEP underground duct bank and vault system located along the Emerald Parkway – Phase 8 project from Riverside Drive to Bright Road which will serve future development adjacent to Emerald Parkway – Phase 8; and

WHEREAS, AEP Ohio has agreed to assume one hundred percent (100%) of the cost to design and construct an AEP underground duct bank and vault system in conjunction with the Emerald Parkway – Phase 8 project.

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

Section 1. The City Manager is hereby authorized to enter into a Letter of Agreement with AEP Ohio for the reimbursement of one hundred percent (100%) of the cost to design and construct an AEP underground duct bank and vault system located along the Emerald Parkway – Phase 8 project, which is located within the City of Dublin, in substantially the same form as attached, with changes not inconsistent with the Resolution and not substantially adverse to the 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 Letter of Agreement, which amendments are not inconsistent with the 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

Letter of Agreement

This Letter of Agreement is entered into as of April __, 2014 (the "Effective Date"), between Ohio Power Company, an Ohio corporation ("AEP Ohio") and the City of Dublin, Ohio, a political subdivision of the State of Ohio (the "City").

Background Information

- A. The City has awarded contracts to Burgess & Niple and George J. Igel Construction Company (the "Contractors") to design and construct Phase 8 of the Emerald Parkway Project (the "Project").
- B. AEP Ohio requested the City to include within the scope of the Project construction of duct bank as further described on the attached Exhibit A (the "AEP Work").
- C. The estimated cost of the AEP Work is \$632,751 (the "AEP Work Cost").
- D. AEP Ohio acknowledges that it shall be responsible for the AEP Work Cost.
- E. The parties hereto desire to set forth the terms upon which AEP Ohio will reimburse the City the AEP Work Cost.

Statement of Agreement

The parties hereto acknowledge the accuracy of the above background information and agree as follows:

1. The Project. The City shall proceed with the Project, including the AEP Work, pursuant to the plans and specifications attached hereto as Exhibit A. The City shall pay the Contractors all expenses associated with the AEP Work and shall present to AEP Ohio all invoices and proof of payment of such invoices that are associated with the AEP Work. AEP Ohio shall reimburse the City for all payments made by the City that are associated with the AEP Work within thirty (30) days of receipt of such invoices.
2. Supervision of Contractors. The City shall supervise the Contractors pursuant to the Project contracts with such Contractors. AEP Ohio shall regularly inspect the progress of the AEP Work and shall immediately notify the City if AEP Ohio determines that the design specifications for the AEP Work are not being met.

3. Contractor Warranties. The City shall either assign any warranties provided by the Contractors for the AEP Work to AEP Ohio or shall pursue recovery on AEP Ohio's behalf for any breach of warranty associated with the AEP Ohio Work. AEP Ohio shall reimburse the City for any attorney fees and expenses associated with the City's efforts to seek recovery for any such warranty breaches.

4. Title to the AEP Work Facilities. Upon completion of the Project and AEP Ohio's reimbursement to the City of the AEP Work Cost, AEP Ohio shall become the owner of the AEP Work facilities. The City shall ensure that the Contractors release any and all liens associated with the AEP Ohio Work.

5. Cost Overruns. AEP Ohio shall not be responsible for any expenses related to the AEP Ohio Work that exceed \$700,000, unless AEP Ohio approves such cost increase in writing.

6. Jurisdiction. This Letter of Agreement shall be governed by the laws of Ohio. Any disputes arising herein shall be adjudicated at the Court of Common Pleas of Franklin County, Ohio.

This Letter of Agreement is accepted by the parties hereto and executed as of the date set forth above.

OHIO POWER COMPANY

By: _____

CITY OF DUBLIN, OHIO

By: _____

Exhibit A

UTILITY BURIAL (GENERAL)

THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR TO CONSTRUCT ALL CONCRETE ENCASED DUCT, NON-ENCASED DUCT AND MANHOLES, INCLUDING...

ALL OPEN CUT WORK PERFORMED BY THE CONTRACTOR, INCLUDING DUCT AND MANHOLES, THAT BECOMES THE PROPERTY OF THE UTILITY COMPANY...

CONCRETE SHALL BE INSTALLED BY THE CONTRACTOR USING OPEN CUT METHODS AND METHODS OF CONSTRUCTION AS SPECIFIED IN THE CONTRACT...

ITEM SPECIAL - TRENCH TYPE 1, 2 OR 3, TRENCH BACKFILL AND SURFACE RESTORATION SHALL BE AS SPECIFIED IN THE CONTRACT...

REPAIRS TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES...

ALL UNDERGROUND CONDUIT SYSTEMS SHALL BE DONE ACCORDING TO THE MOST RECENT REVISION OF THE FOLLOWING AEP SPECIFICATIONS:

- AMERICAN ELECTRIC POWER - AMERICAN ELECTRIC POWER SPECIFICATION NO. 9-0-000-000
AMERICAN ELECTRIC POWER - AMERICAN ELECTRIC POWER SPECIFICATION NO. 9-0-000-000
AMERICAN ELECTRIC POWER - AMERICAN ELECTRIC POWER SPECIFICATION NO. 9-0-000-000

AN AEP INSPECTOR MUST APPROVE ALL DUCT AND MANHOLE INSTALLATION PRIOR TO CONCRETE PLACEMENT ON BURIAL OF CONDUIT.

1. MATERIALS

A. CONDUIT - NONMETALLIC CONDUIT SHALL BE TYPE EB-20 OR YHM, CHLORIDE (PVC). IT SHALL BE DESIGNED TO FORM A SOUND, STRONG DUCT FREE FROM DEFECTS...

Table with columns: NO., DESCRIPTION, QTY., UNIT, PRICE. Includes items for CONDUIT, MANHOLES, and SPACERS.



CITY OF CLEVELAND, OHIO
EMERALD PARKWAY - PHASE B
RIVERSIDE DRIVE TO BILLINGSLEY CREEK
07-008-CIP

Table with columns: NO., DESCRIPTION, QTY., UNIT, PRICE. Includes items for CONDUIT, MANHOLES, and SPACERS.

AEP DUCT SYSTEM
NOTES

Table with columns: NO., DESCRIPTION, QTY., UNIT, PRICE. Includes items for CONDUIT, MANHOLES, and SPACERS.

ITEM SPECIAL PRECAST CONCRETE ELECTRIC MANHOLE

1. ELECTRIC MANHOLE MATERIALS
THE PRECAST CONCRETE ELECTRIC MANHOLES SHALL BE FURNISHED BY THE CONTRACTOR AND MEET THE FOLLOWING SPECIFICATIONS:

THE MANHOLES SHALL BE MANUFACTURED IN ACCORDANCE WITH THE DETAILS SHOWN ON SHEETS 173 AND 174. OPENINGS FOR CONDUIT PENETRATION SHALL BE FIELD CORED IN A NEAT, WORKMANLIKE MANNER BY THE CONTRACTOR.

THE MANHOLES SHALL HAVE OVERALL NOMINAL DIMENSIONS OF 8'-2" x 13'-2" DEPTH SHALL BE 7'-10" FEET NOMINAL INSIDE DIMENSION.

THE TOP OPENING SHALL BE 38 INCHES IN DIAMETER AT THE GEOMETRIC CENTER OF THE TOP EDGE.

THE MANHOLE FRAMES WITH HEAVY DUTY SOLID LIDS SHALL BE MEANH FRAME CO. R-175A SHALL BE INSTALLED AT EACH TOP OPENING. CASTING TO BE FURNISHED BY AEP.

CALLING EYES SHALL BE PROVIDED ON THE OPPOSITE SIDE OF EACH DUCT OPENING. CALLING EYES SHALL BE AS SHALL MANUFACTURED BY TIME MATERIALS COMPANY. CALLING EYES SHALL BE PLACED UNDER THE MANHOLES AT A DEPTH BEHIND THE WIT TO PREVENT PULL-THROUGH.

ALL CONCRETE USED IN CONSTRUCTION OF THE MANHOLES SHALL BE CLASS "C" CONCRETE.

THE CONTRACTOR SHALL PROVIDE ALL EXCAVATION AND BACKFILL NECESSARY FOR MANHOLES AND UNDERGROUND CONDUIT DUCT INSTALLATIONS.

EXCAVATION FOR MANHOLES SHALL EXTEND A MINIMUM OF 6 INCHES BELOW THE BOTTOM OF THEIR BASES OR AS NECESSARY FOR PROPER INSTALLATION OR DRAINAGE METHOD SHALL BE PLACED UNDER THE MANHOLES.

THE TOP OF THE PRECAST STRUCTURE SHALL BE AT LEAST 2'-4" BELOW FINISHED GRADE. THE MINIMUM DEPTH SHALL BE MEASURED FROM THE LOWEST GROUND POINT WITHIN THE PRECAST STRUCTURE.

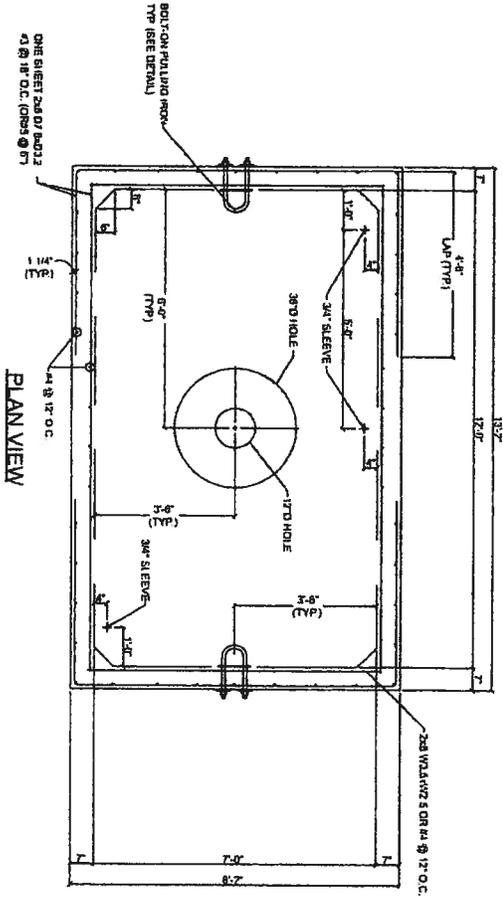
AFTER THE MANHOLES ARE SET AND CONDUITS ARE INSTALLED, BACKFILL SHALL BE PLACED TO THE FINISHED GRADE. THE CONSTRUCTION AND MATERIAL SPECIFICATIONS, BACKFILL SHALL BE BROUGHT TO THE BOTTOM OF THE PROPOSED PAVING BASE IN PAVED AREAS. RESTORATION OF THE SURFACE SHALL BE DONE ON THE PLANS AND SHALL BE IN HAND WITH THE SURROUNDING MATERIALS.

WORK SHALL BE PLANNED SO THAT EXCAVATIONS ARE OPEN FOR A MINIMUM OF 24 HOURS. ALL OPEN TRENCHES SHALL BE BARREADED AND PROPERLY PROTECTED TO PREVENT DAMAGE TO THE NEW CONCRETE ON EXISTING WITH EXISTING.

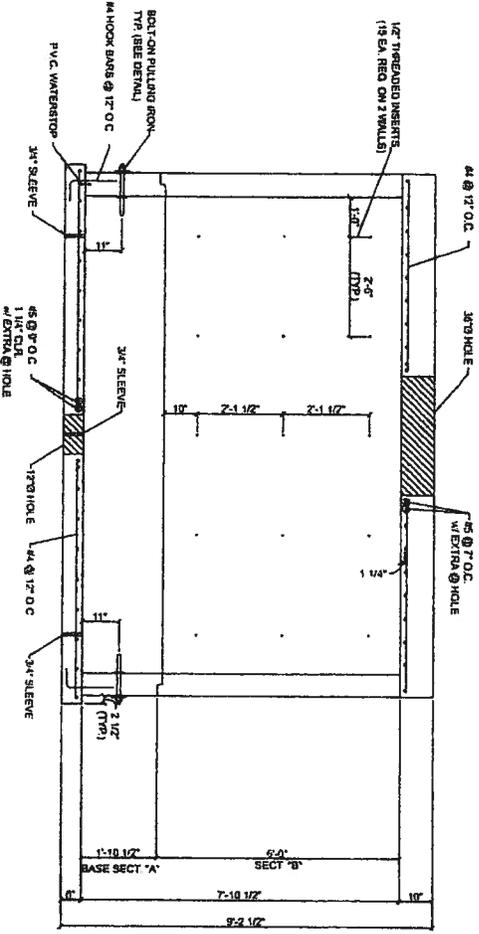
ALL OPEN TRENCHES SHALL BE BARREADED AND PROPERLY PROTECTED TO PREVENT DAMAGE TO THE NEW CONCRETE ON EXISTING WITH EXISTING.

AFTER MANHOLES ARE PLACED, THE MANHOLE COVER FRAMES SHALL BE PLACED AND THE TOP ADJUSTED TO GROUND OR PAVING LEVEL. FINAL ADJUSTMENTS WILL BE REQUIRED FOR FINAL RESURFACING. A 6-INCH THICK CONCRETE OR BRICK ADJUSTING RING SHALL BE PROVIDED TO ENSURE CLOSURE BETWEEN THE TOP SLAB OF THE MANHOLE AND THE FRAME.

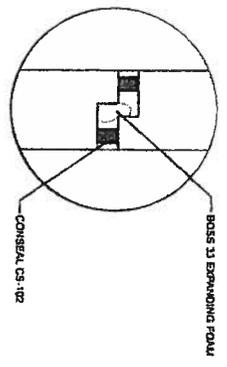
THE WORK INCLUDED IN THESE ITEMS, INCLUDING EXCAVATION, BACKFILL, AND ALL EQUIPMENT AND MATERIALS NECESSARY SHALL BE PAID FOR IN THE CONTRACT PRICE, COMPLETED IN PLACE.



PLAN VIEW

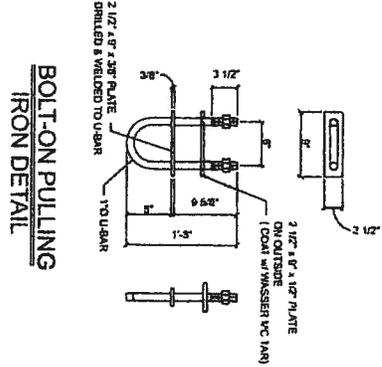


ELEVATION VIEW



JOINT DETAIL

WEIGHTS:
 BASE SECTION "A": 15,600#
 SECTION "B": 21,700#
 TOP SLAB: 13,300#



BOLT-ON PULLING IRON DETAIL

NO.	DATE	BY	CHK.
1	10/27/13	MM	MM



BURGESS & NIPLE
 CITY OF DUBLIN, OHIO
 EMERALD PARKWAY - PHASE B
 REVERSID DRIVE TO BILLINGSLEY CREEK
 07-006-CIP

NO.	DATE	BY	CHK.
1	10/27/13	MM	MM

PRECAST ELECTRIC MANHOLE DETAILS
 AEP DUCT SYSTEM

NO.	DATE	BY	CHK.
1	10/27/13	MM	MM

NO.	REVISION	DATE	BY	CHK.

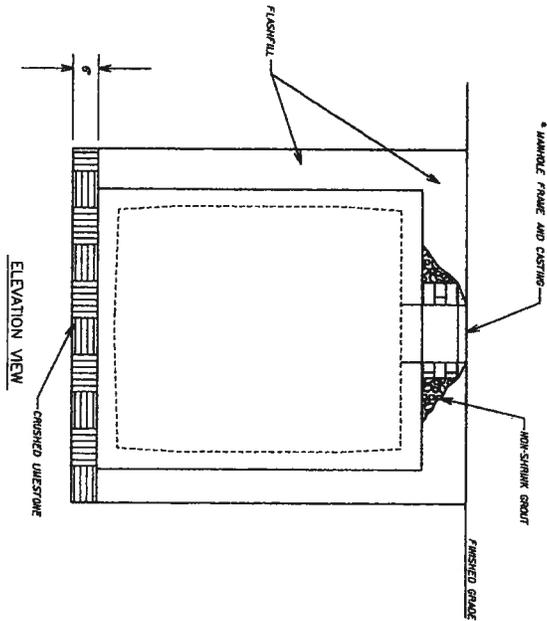
BURGESS & NIPPLE

CITY OF DUBLIN, OHIO
 EMERALD PARKWAY - PHASE B
 RIVERSIDE DRIVE TO BILLINGSLEY CREEK
 07--008--CIP

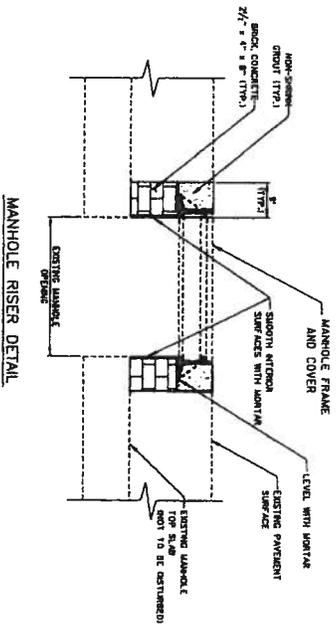
DESIGNED BY	JED
CHECKED BY	JED
DATE	OCTOBER 2013

PRECAST AEP DUCT SYSTEM
 MANHOLE DETAILS

SCALE	NONE
SHEET NO.	174
TOTAL SHEETS	275



* SEE PLAN AND PROFILE SHEETS FOR TOP OF CASTING ELEVATION.



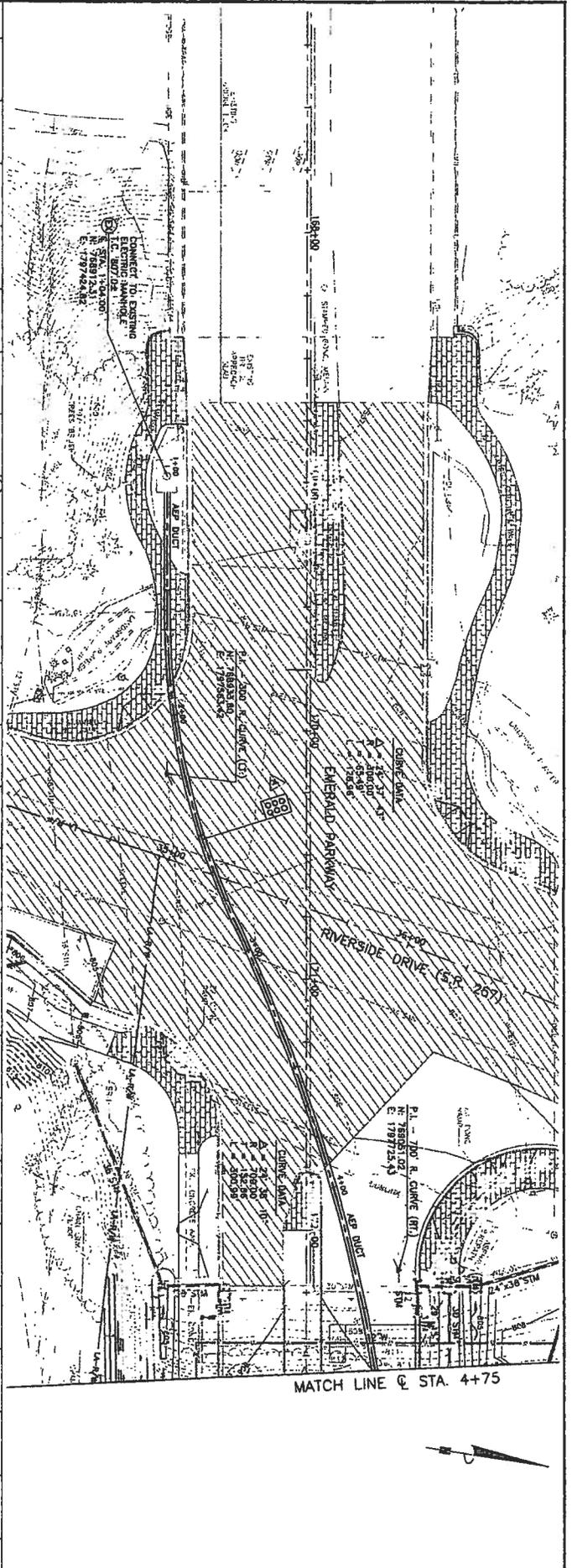
- GENERAL NOTES**
1. GROUT SHALL BE NON-SHRINK GROUT WITH A COMPRESSIVE SURFACE STRENGTH OF 5,000 PSI AT 7 DAYS. CONCRETE RECEIVING GROUT SHALL BE CLEAN AND FREE OF DEBRIS AND OTHER FOREIGN SUBSTANCES.
 2. TOP ELEVATION, TRANSVERSE AND LONGITUDINAL SLOPE SHALL MATCH EXISTING.
 3. TRAFFIC SHALL NOT BE ALLOWED ON THE STRUCTURE FOR A MINIMUM OF 7 DAYS FROM THE COMPLETION OF THE CONSTRUCTION.
 4. ANY PAVEMENT DAMAGE BEYOND THE WORK LIMITS THAT OCCURRED DUE TO CONSTRUCTION, SHALL BE REPAIRED.

STATION	VERTICAL	DATE	BY	CHK
780				
785				
790				
795				
800				
805				
810				
815				

STATION	VERTICAL	DATE	BY	CHK
780				
785				
790				
795				
800				
805				
810				
815				

STATION	VERTICAL	DATE	BY	CHK
780				
785				
790				
795				
800				
805				
810				
815				

STATION	VERTICAL	DATE	BY	CHK
780				
785				
790				
795				
800				
805				
810				
815				



BURGESS & NIPPLE

CITY OF DUBLIN, OHIO
 EMERALD PARKWAY - PHASE 8
 RIVERSIDE DRIVE TO BILLINGSLEY CREEK
 07-008-CIP

JOB NO. 4433
 DESIGNED BY: JED
 CHECKED BY: JED
 APPROVED BY: JED
 DATE: OCTOBER 2013

AEP DUCT SYSTEM
 PLAN AND PROFILE
 @ STA. 1+04 TO @ STA. 4+75

SCALE:
 1" = 20' HORIZ.
 1" = 5' VERT.
 SHEET NO. 175 OF 275

Burgess & Nipple, Inc. CONSULTANT

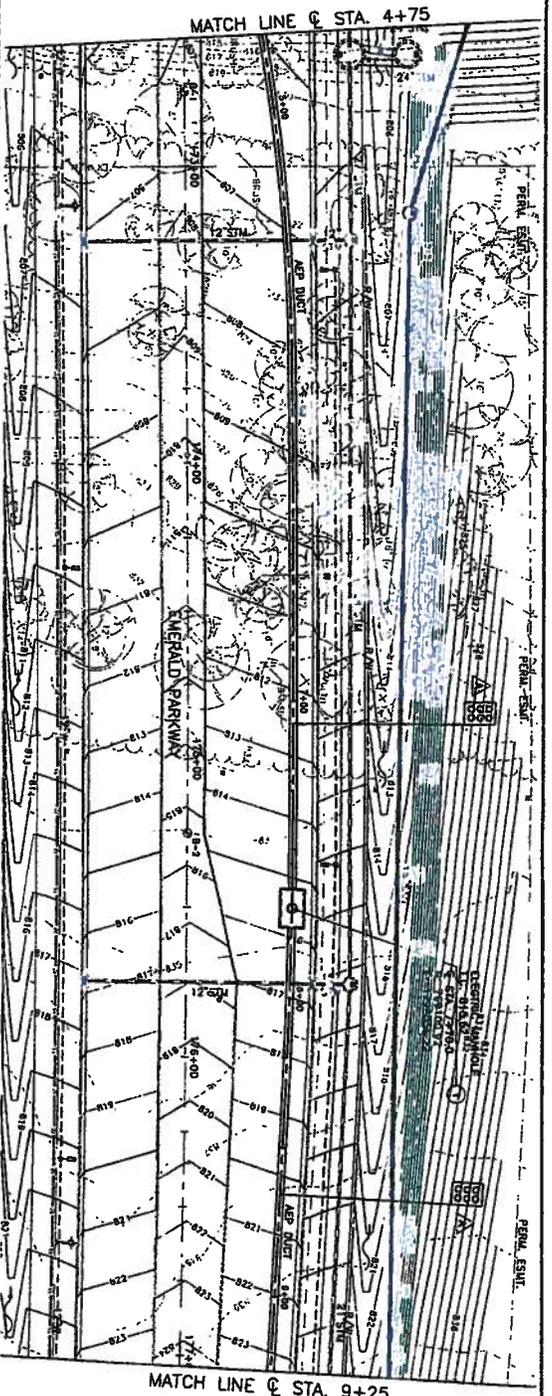
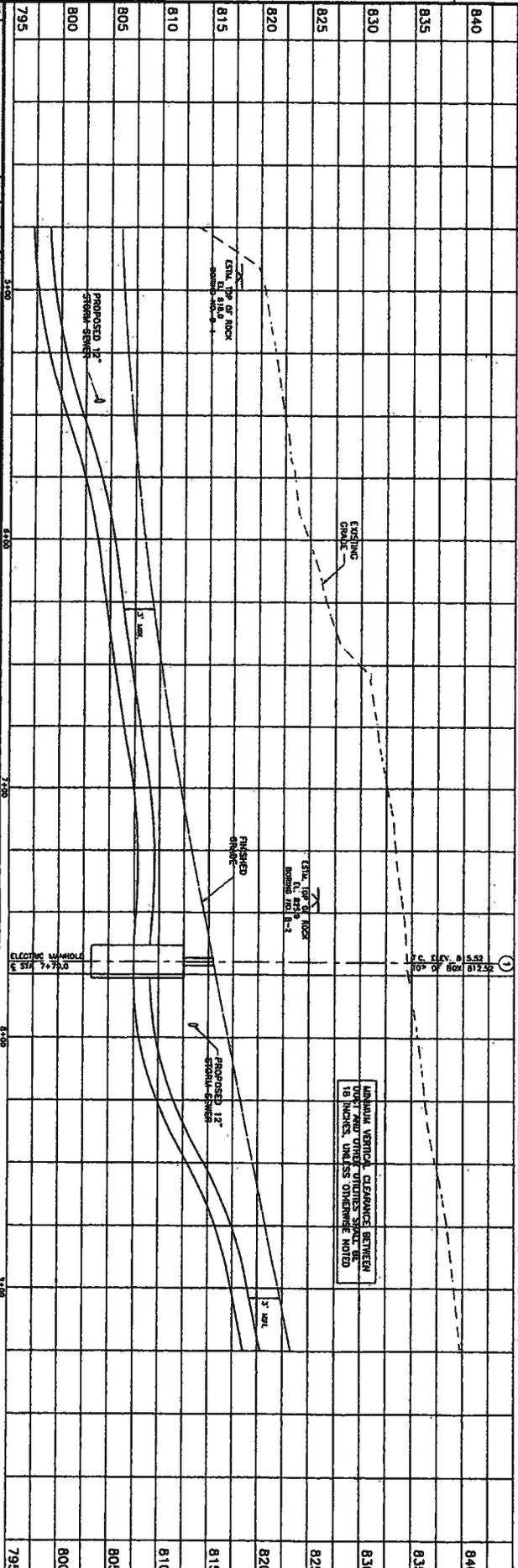


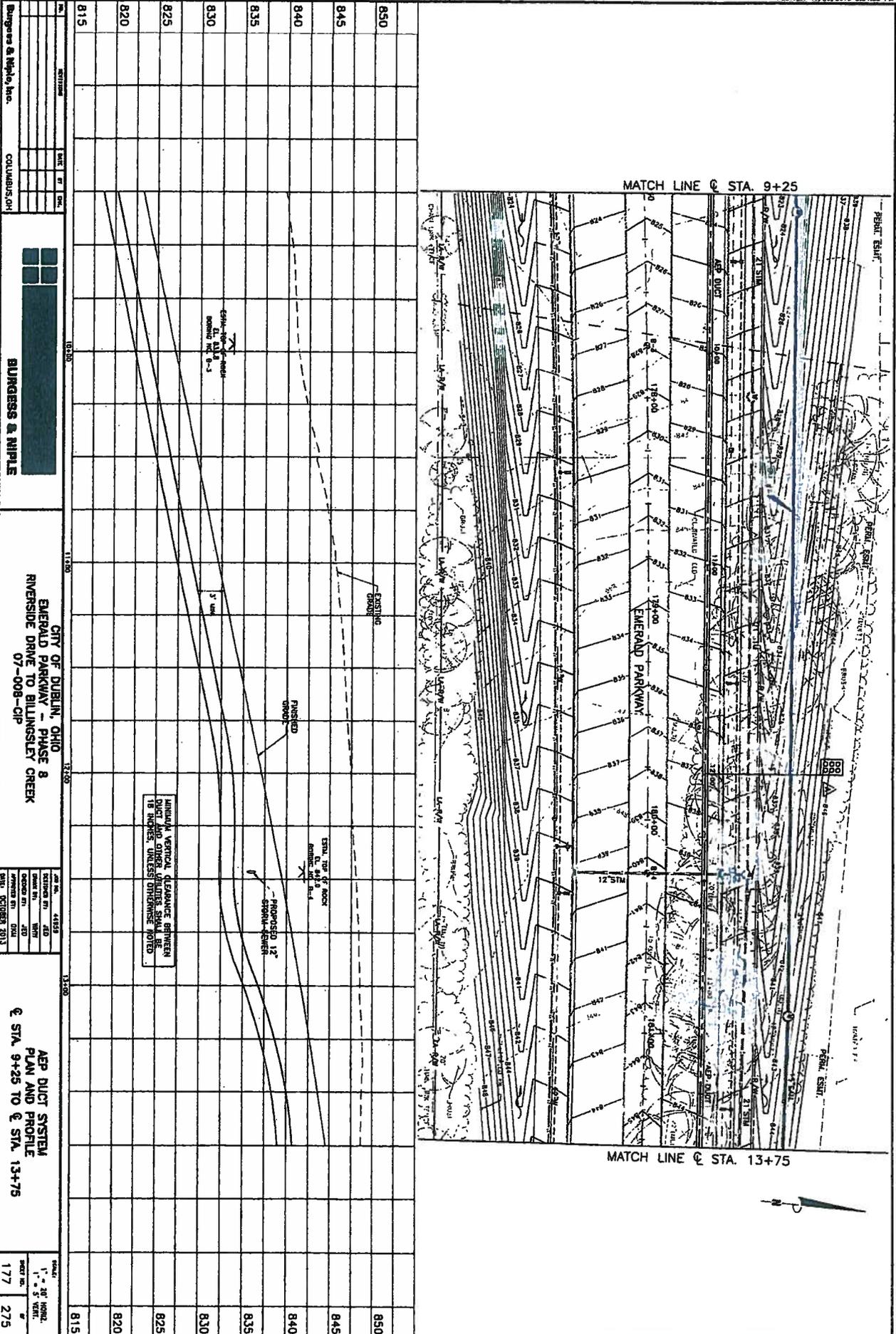
CITY OF DUBLIN, OHIO
 EMERALD PARKWAY, PHASE B
 RIVERSIDE DRIVE TO BILLINGSLEY CREEK
 07-008-CIP

DESIGNED BY: JED
 CHECKED BY: JED
 APPROVED BY: JED
 DATE: OCTOBER 2013

APP DUCT SYSTEM
 PLAN AND PROFILE
 @ STA 4+75 TO @ STA 9+25

TOTAL
 176 275





DATE	DESCRIPTION	BY	CHKD

COLUMBUS, OH

BURGESS & NIPPLE

CITY OF DUBLIN, OHIO
 EMERALD PARKWAY - PHASE 8
 RIVERSIDE DRIVE TO BILLINGSLEY CREEK
 07-008-CIP

DATE	DESCRIPTION
10/23/13	ISSUED FOR PERMIT
10/23/13	ISSUED FOR PERMIT
10/23/13	ISSUED FOR PERMIT

AEP DUCT SYSTEM
 PLAN AND PROFILE
 @ STA. 9+25 TO @ STA. 13+75

SCALE:
 1" = 30' HORIZ.
 1" = 5' VERT.

SHEET NO. 177 OF 275

MINIMUM VERTICAL CLEARANCE BETWEEN
 DUCT AND OTHER UTILITIES SHALL BE
 18 INCHES, UNLESS OTHERWISE NOTED

ESTABL. TOP OF FOOT
 ANTI-DL. 84.2
 ANTI-DL. 84.1

PROPOSED 12"
 STORM SEWER

EXISTING
 ANTI-DL. 84.2
 ANTI-DL. 84.1

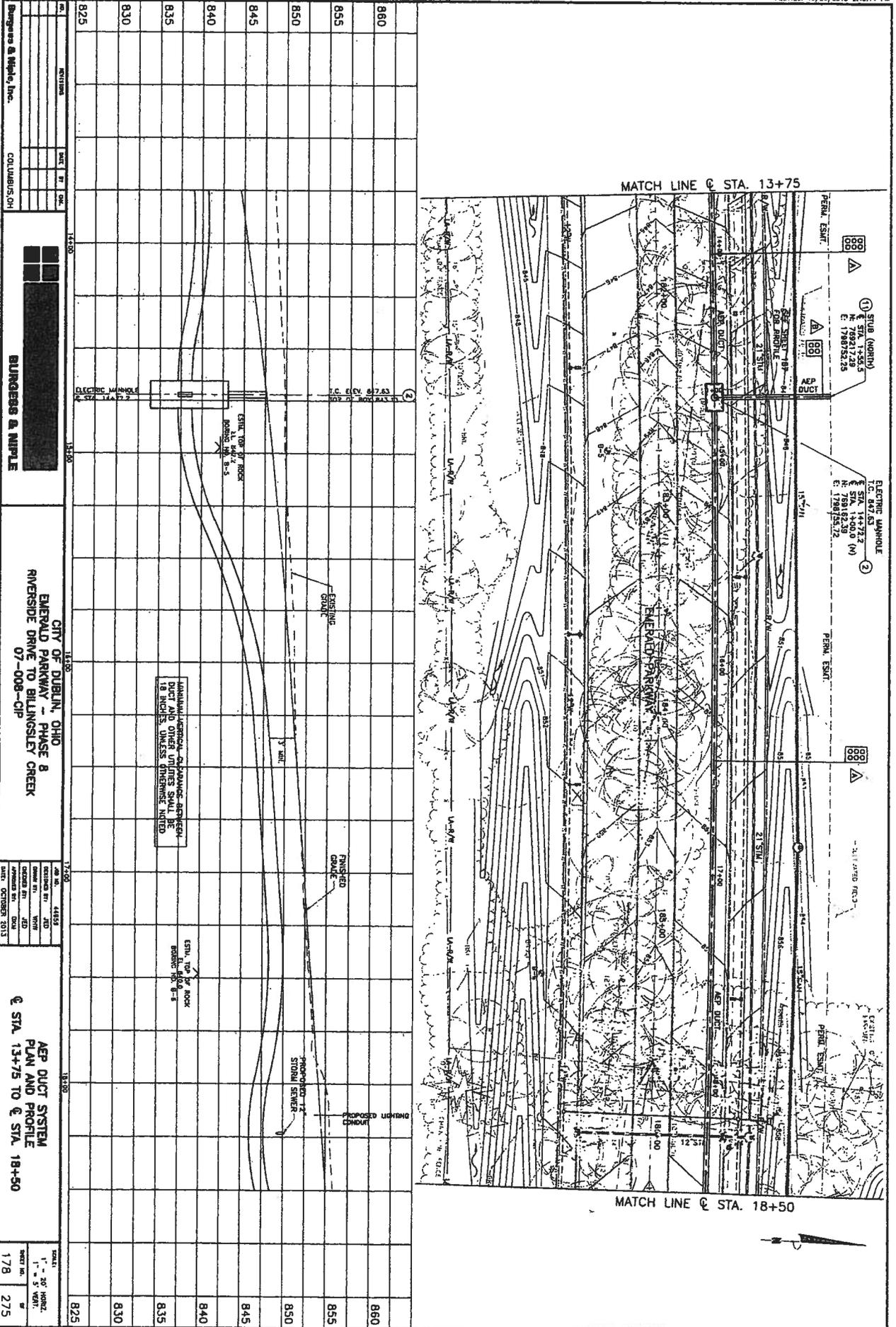
EXISTING
 DRAIN

PUSHED
 DRAIN

MATCH LINE @ STA. 9+25

MATCH LINE @ STA. 13+75





NO.	REVISIONS	DATE	BY	CHK.

Burgess & Nipple, Inc.
COLUMBUS, OH

BURGESS & NIPPLE

CITY OF DUBLIN, OHIO
EMERALD PARKWAY - PHASE B
RIVERSIDE DRIVE TO BILLINGSLEY CREEK
07-008-CIP

DATE	DESCRIPTION
10/28/13	ISSUED FOR CONSTRUCTION
10/28/13	ISSUED FOR CONSTRUCTION
10/28/13	ISSUED FOR CONSTRUCTION

AEP DUCT SYSTEM
PLAN AND PROFILE
@ STA. 13+75 TO @ STA. 18+50

SCALE:
1" = 5' VERT.
1" = 10' HORZ.

SHEET NO. 178 OF 275

MINIMUM APPROVED BALANCE ARCHITECTURAL DUCT AND OTHER UNITS SHALL BE 18 INCHES UNLESS OTHERWISE NOTED

ESTIM. TOP OF ROCK
PROBABLE 18'-5"

ESTIM. TOP OF ROCK
PROBABLE 18'-5"

PROPOSED LIGHTING
CONDUIT

EXISTING
GRADE

FINISHED
GRADE

PROPOSED 18"
STODOL SKENAR

MATCH LINE @ STA. 13+75

MATCH LINE @ STA. 18+50

