



Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager 
Date: April 30, 2015
Initiated By: Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Kenneth B. Richardson, P.E. P.S., Senior Civil Engineer
Re: **Resolution No. 43-15 - Authorizing the City Manager to enter into an Agreement with Time Warner Cable to bury existing overhead facilities along Frantz Road, from Rings Road to Metro Place North, in conjunction with the Frantz Road Utility Burial Project**

Summary

The City of Dublin's adopted 2015-2019 Capital Improvements Program includes the Frantz Road Utility Burial project (ET1202), a project that will result in the burial of all overhead utilities (approximately 3,700 feet) along the west side of Frantz Road between Rings Road and Metro Place North. Since the spring of 2012, staff has worked closely with Time Warner Cable (TWC), an Ohio Corporation, on the detailed design and preparation of construction drawings necessary to relocate existing TWC overhead facilities into an underground 4-inch conduit to be constructed by Dublin. This project will improve the aesthetics and enhance the telecommunication system reliability along Frantz Road and within Metro Place.

In addition to the cost to construct the underground duct (conduit) and vault system (\$1,549,635.00), Dublin is also responsible to reimburse TWC for their cost of relocating their existing overhead facilities into the new conduit. Beginning late last year (2014), Dublin Engineering staff requested that TWC provide the estimated cost to relocate their facilities. Recently, staff received the TWC estimated cost of \$70,364.00 for this work. The actual expenses/costs of the project will be known later this year and invoices received accordingly from TWC once the work is complete.

Recommendation

Staff recommends approval of Resolution No. 43-15, authorizing the City Manager to enter into an Agreement with Time Warner Cable to place their existing overhead facilities into a conduit constructed by the Frantz Road Utility Burial Project.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

43-15

Resolution No. _____ Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TIME WARNER CABLE TO BURY EXISTING TIME WARNER CABLE OVERHEAD FACILITIES ALONG FRANTZ ROAD, BETWEEN RINGS ROAD AND METRO PLACE NORTH, IN CONJUNCTION WITH THE FRANTZ ROAD UTILITY BURIAL PROJECT.

WHEREAS, the City of Dublin's adopted 2015-2019 Capital Improvements Program includes the Frantz Road Utility Burial Project; and

WHEREAS, the City of Dublin has worked closely with Time Warner Cable on design and construction drawings to bury existing overhead facilities along the west side of Frantz Road, between Rings Road and Metro Place North; and

WHEREAS, Dublin has agreed to reimburse Time Warner Cable to bury existing Time Warner Cable overhead facilities along the west side of Frantz Road, between Rings Road and Metro Place North.

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 Time Warner Cable for the reimbursement of one hundred percent (100%) of the cost to bury existing Time Warner Cable overhead facilities along the west side of Frantz Road, between Rings Road and Metro Place North, 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 _____, 2015.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

Letter of Agreement

This Letter of Agreement is entered into as of May ____, 2015 (the "Effective Date"), between Time Warner Cable, an Ohio corporation ("TWC") and the City of Dublin, Ohio, a political subdivision of the State of Ohio (the "City").

Background Information

- A. The City has worked with TWC to determine the scope of work and construction drawings to relocate their existing overhead facilities along the west side of Frantz Road, between Rings Road and Metro Place North, into newly constructed underground 4-inch conduit ("The Project"). The City acknowledges that it is responsible for the work necessary to relocate the overhead facilities into existing underground 4-inch conduit, identified herein as the Project.
- B. The City has requested, and TWC has agreed, to bury their overhead facilities along the west side of Frantz Road, between Rings Road and Metro Place North, into the existing underground 4-inch conduits (the "Dublin Work") to be consistent with current City policy to bury all utility lines as becomes practical in major commercial areas.
- C. The Frantz Road Utility Burial Project will enhance the existing overhead electrical facilities by placing them underground along Frantz Road and requires the overhead utility poles and TWC overhead facilities to be relocated underground as a result of the improvement project.
- D. TWC has estimated the cost of the utility burial project to be \$70,364.00 (the "TWC Work Cost").
- E. The City is not responsible for any costs associated with adding additional capacity, burying or relocating any other facilities than those required to remove the existing utility poles along the west side of Frantz Road, as identified in Exhibit A.
- F. The parties hereto desire to set forth the terms upon which the City will reimburse TWC for the TWC Work Cost.

Statement of Work

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

1. The Project. TWC shall proceed with the Project, pursuant to the plans and specifications attached hereto as Exhibit A. TWC shall pay the Contractors all expenses associated with the Dublin Work and shall present to the City all invoices and proof of payment of such invoices that are associated with the Dublin Work. The City shall reimburse TWC for all payments made by TWC that are associated with the Dublin Work within thirty (30) days of receipt of such invoices.

2. Supervision of Contractors. TWC shall supervise the Contractors pursuant to the Project contracts with such Contractors. TWC shall regularly inspect the progress of the Project and shall immediately notify the City if TWC determines that the design specifications for the Project are not being met.

3. Title to the TWC Work Facilities. Upon completion of the Project and the City's reimbursement to TWC for the Dublin Work, TWC shall remain the owner of the TWC Work facilities only. It will be TWC's responsibility to ensure that any and all Contractors release any and all liens associated with the Dublin Work. Once the City has made final payment, the City will seek a lien waiver from TWC releasing the City from further financial obligation. TWC shall issue the lien waiver within thirty (30) days of the City's request for such waiver.

4. Cost Overruns. The City shall not be responsible for any expenses relating to the Dublin Work that exceeds \$70,364.00, unless the City approves such cost increase in writing, executed by the parties hereto and makes reference to this Letter of Agreement.

5. 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.

TIME WARNER CABLE

By: _____

CITY OF DUBLIN, OHIO

By: _____