

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager 
Date: April 30, 2015

Initiated By: Megan O'Callaghan, PE, Director of Public Works
Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Jean-Ellen M. Willis, P.E., Engineering Manager - Transportation

Re: Resolution No. 44-15 - Authorizing the City Manager to enter into a Letter of Agreement with Time Warner Cable to Bury Existing Overhead Facilities for the I-270/US 33 Interchange Upgrade, Phase 1 Project.

Summary

The City of Dublin's adopted 2015-2019 Capital Improvements Program includes I-270/US 33 Interchange, Phase 1 project (ET# 1401). Staff has worked closely with Time Warner Cable, an Ohio Corporation ("TWC") and Dublink on design and construction drawings to relocate existing TWC overhead facilities into Dublink conduit along the south side of Post Road. See Figure 1 below to show location of project.

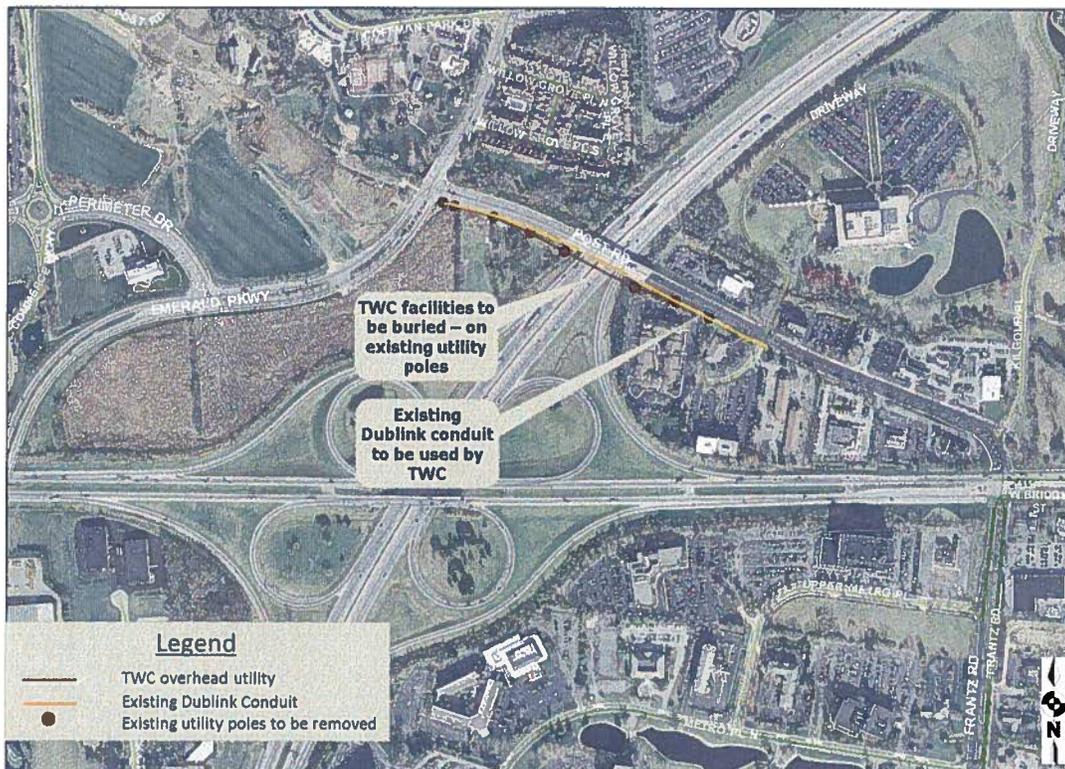


Figure 1: Time Warner Cable Project Location

Dublin has already entered into a Letter of Agreement with TWC to reimburse them \$110,000 for the cost of pulling and splicing fiber optic cable for the project. We will know actual expenses/costs of the project later this year, and will receive invoices from TWC once the work is complete.

In addition to the fiber optic cable costs, the work includes occupying approximately 1,814 feet of Dublin conduit. By using the Dublin conduit, the disruption to the right-of-way during construction activities is minimized. The cost of occupying the Dublin conduit is part of the overall utility burial project costs, and as such, it is Dublin's responsibility to fund the initial lease term on behalf of TWC. This is because Dublin has asked TWC to bury their facilities along this stretch of Post Road.

The Dublin lease cost for twenty-five (25) years is \$87,616.20. When the twenty-five (25) year term expires, TWC will be responsible for negotiating and renewing the lease.

Recommendation

Staff recommends approval of Resolution No. 44-15, Authorizing the City Manager to enter into a Letter of Agreement with Time Warner Cable to Bury Existing Overhead Facilities for the I-270/US 33 Interchange Upgrade, Phase 1 Project.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

44-15

Resolution No. _____ Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH TIME WARNER CABLE TO BURY EXISTING OVERHEAD FACILITIES FOR THE I-270/US 33 INTERCHANGE UPGRADE, PHASE 1 PROJECT.

WHEREAS, the City of Dublin's adopted 2015-2019 Capital Improvements Program includes the I-270/US 33 Interchange Upgrade, Phase 1 project; and

WHEREAS, the City of Dublin has worked closely with Time Warner Cable and Dublink to develop design and construction drawings to bury existing overhead facilities along the south side of Post Road, between OCLC and Emerald Parkway; and

WHEREAS, Dublin has agreed to reimburse Time Warner Cable for the cost of the initial lease term to occupy existing Dublink conduit to bury Time Warner Cable overhead facilities that cross I-270 in conjunction with the I-270/US33 Interchange Upgrade, Phase 1 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 Time Warner Cable to reimburse Time Warner Cable one hundred percent (100%) of the cost to occupy existing Dublink conduit to bury existing Time Warner Cable overhead facilities along the south side of Post Road, between OCLC and Emerald Parkway, 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 south side of Post Road, between OCLC and Emerald Parkway, into existing Dublin conduit ("The Project"). See attached Exhibit A for Project location map.
- B. The City has requested, and TWC has agreed, to bury their facilities along the south side of Post Road into the existing Dublin conduit (the "Dublin Work") to be consistent with current City policy to bury all utility lines as becomes practical in the course of larger construction projects.
- C. The I-270/US 33 Interchange Improvement Project, Phase 1, FRA-270-17.28 PID 88310, identified a utility conflict with the interchange design and requires the overhead utility poles to be relocated as a result of the improvement project.
- D. The City has requested that TWC relocate their facilities into existing Dublin conduit and has agreed to reimburse TWC \$87,616.20, which is the cost of occupying the Dublin conduit (the "TWC Work Cost").
- E. The City acknowledges that it is responsible for the Project to relocate the overhead facilities to existing Dublin conduit, identified herein as the Dublin Work. 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 south side of Post Road, as identified in Exhibits A and B.
- 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, including the Dublin Work, pursuant to the plans and specifications attached hereto as Exhibit B. 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 Contactors. TWC shall supervise the Contractors pursuant to the Project contracts with such Contractors. TWC shall regularly inspect the progress of the Dublin Work and shall immediately notify the City if TWC determines that the design specifications for the Dublin Work 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. Dublin will retain ownership of all TWC occupied conduit associated with this project. 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 \$87,616.20, 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: _____

Exhibit A

TWC Existing Overhead Facility Burial Project

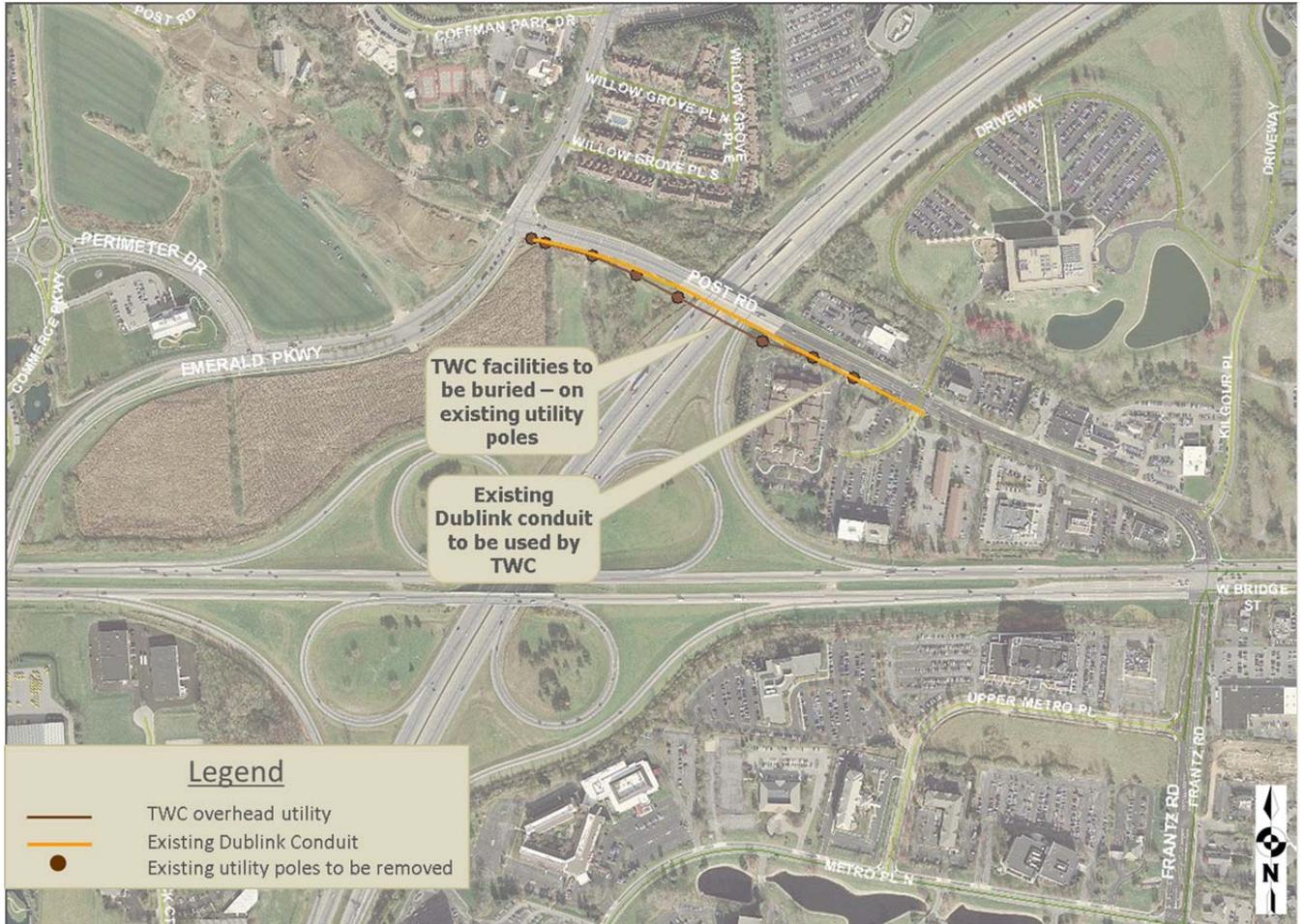
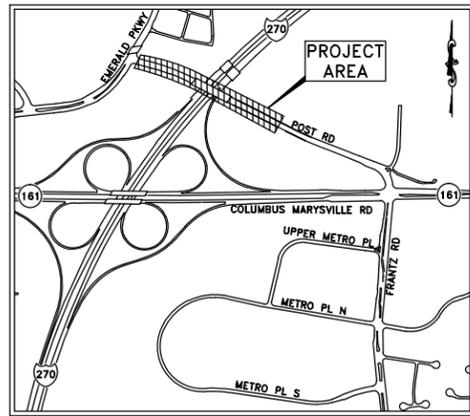
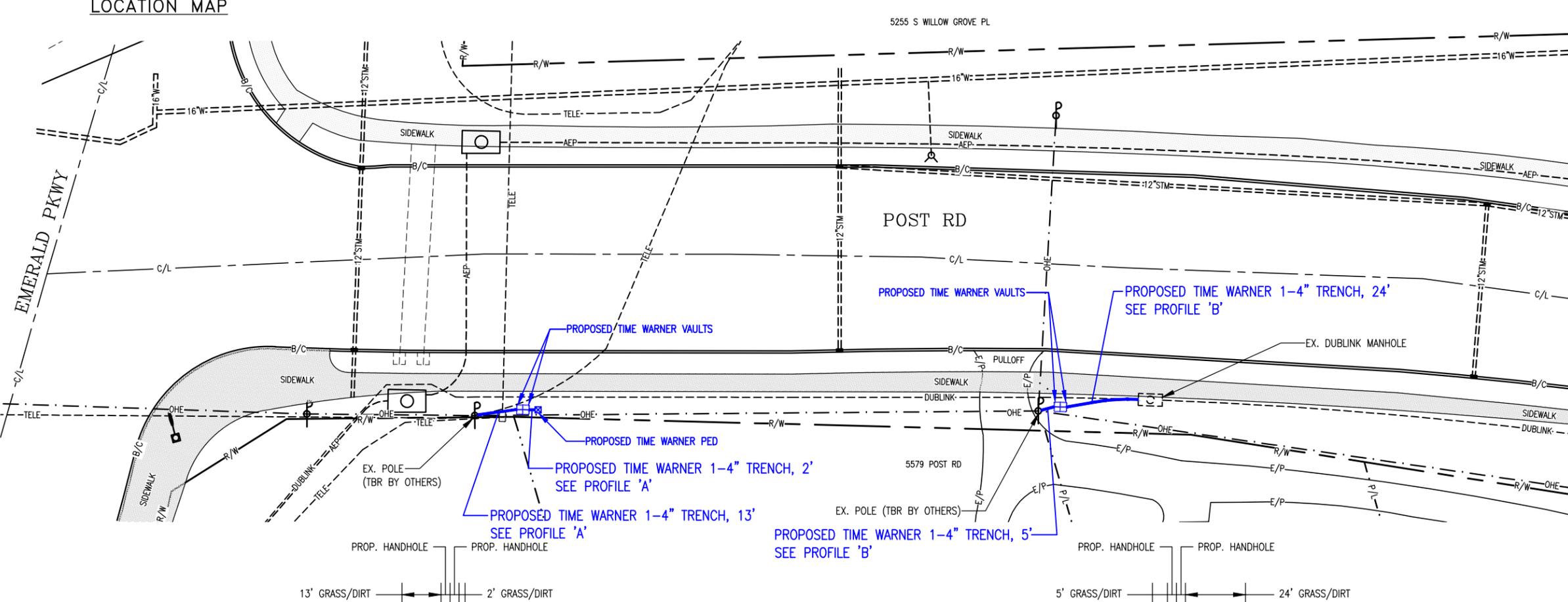


Figure 1: Project Location Map

EXHIBIT B



LOCATION MAP



MATCH LINE 'A'
SEE SHEET 2

- CONSTRUCTION NOTES:**
- EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO BEGINNING ANY EXCAVATION.
 - CONTRACTOR SHALL REPLACE ALL DRIVEWAYS, SIDEWALKS, OR OTHER DISTURBED SURFACES TO A CONDITION EQUAL TO OR BETTER THAN THE PRIOR EXISTING CONDITIONS.
 - EXISTING TIME WARNER FACILITIES ARE SHOWN PER RECORDS AVAILABLE AND ARE ONLY APPROXIMATE. CONTRACTOR SHALL HAVE TIME WARNER FACILITIES LOCATED TO DETERMINE EXACT LOCATIONS.
 - CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES DURING CONSTRUCTION OPERATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL WATER, SEWER, GAS, CABLE TV AND ELECTRIC SERVICES PRIOR TO BEGINNING ANY EXCAVATION.
 - CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3' HORIZ. AND 1' VERT. CLEARANCE FROM ALL WATER AND SEWER LINES.
 - CONTACT DUBLIN INSPECTOR ON 571-8438 48 HOURS BEFORE DIGGING.

OHIO UTILITIES PROTECTION SERVICE
1-800-362-2764
CALL 48 HOURS BEFORE YOU DIG

THAYER POWER & COMMUNICATION LINE CONSTRUCTION CO., INC.

PLAN PREPARED BY:
THAYER POWER AND COMMUNICATION LINE CONSTRUCTION CO. LLC.

950 FREEWAY DR. N.
COLUMBUS, OHIO 43229
PHONE: 614-431-9292
FAX: 614-431-9595

OHIO Utilities Protection SERVICE

800-362-2764

Call Before You Dig

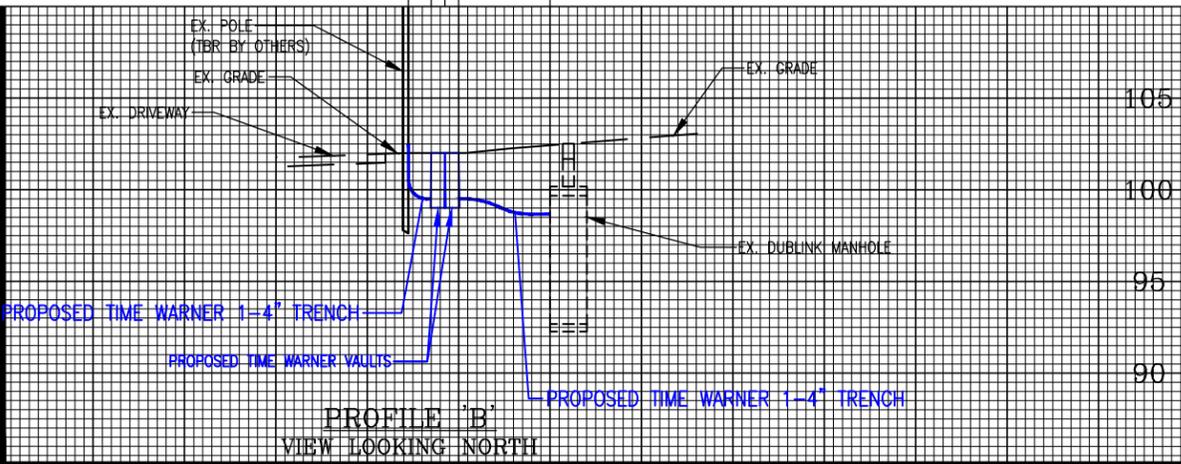
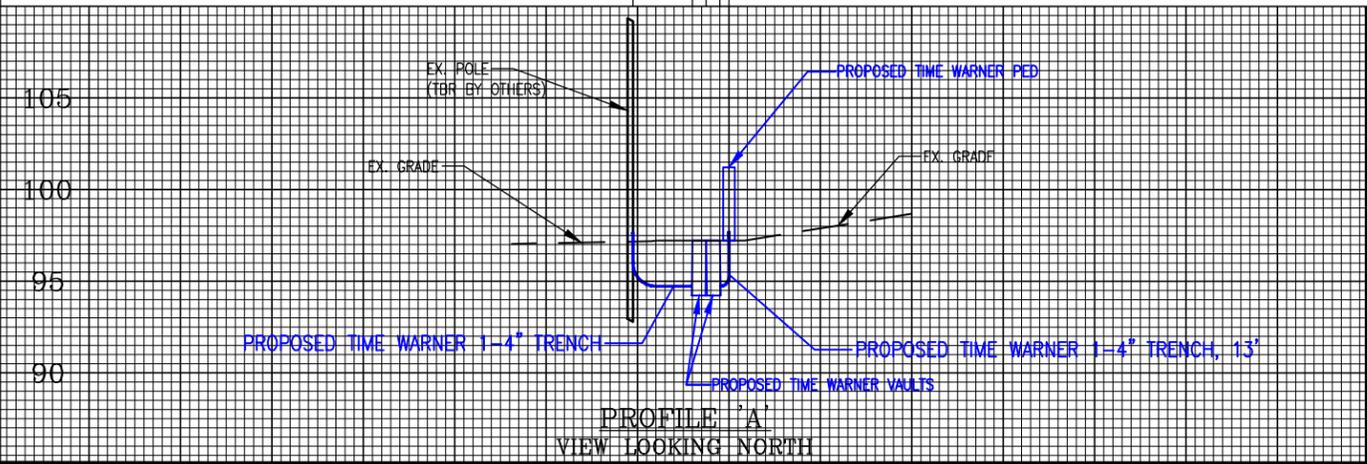
TIME WARNER CABLE MIDWEST, LLC

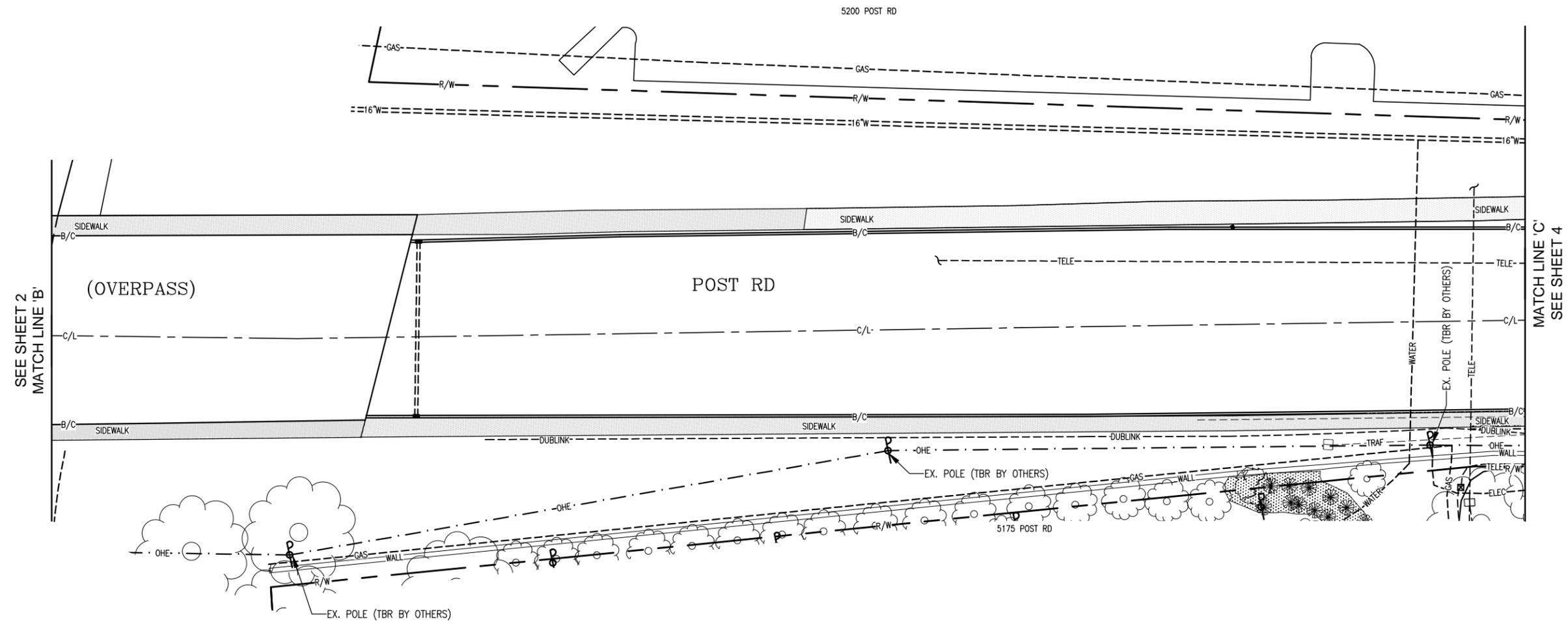
3760 Interchange Rd.
Columbus, OH 43204

SCALE: HORIZONTAL: 1"=40'
VERTICAL: 1"=10'

JOB INFORMATION:

TITLE: POST RD
PERMIT DESCRIPTION: TIME WARNER TO PLACE 60' OF BURIED CABLE/CONDUIT
COUNTY: FRANKLIN
TIME WARNER ENGINEER: RAY MAURER
DATE: 01-27-15
ECO NO.:
DRAWING NO.: 1 OF 4





SEE SHEET 2
MATCH LINE 'B'

MATCH LINE 'C'
SEE SHEET 4

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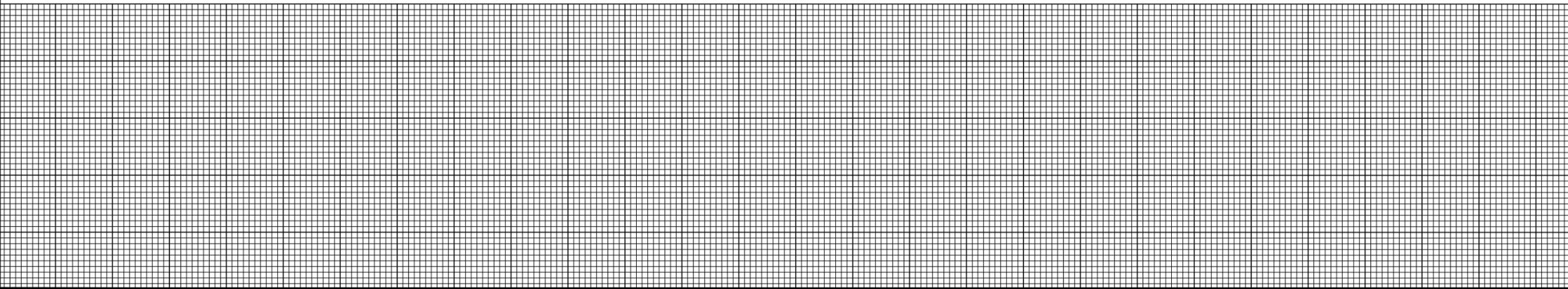
OHIO UTILITIES PROTECTION SERVICE

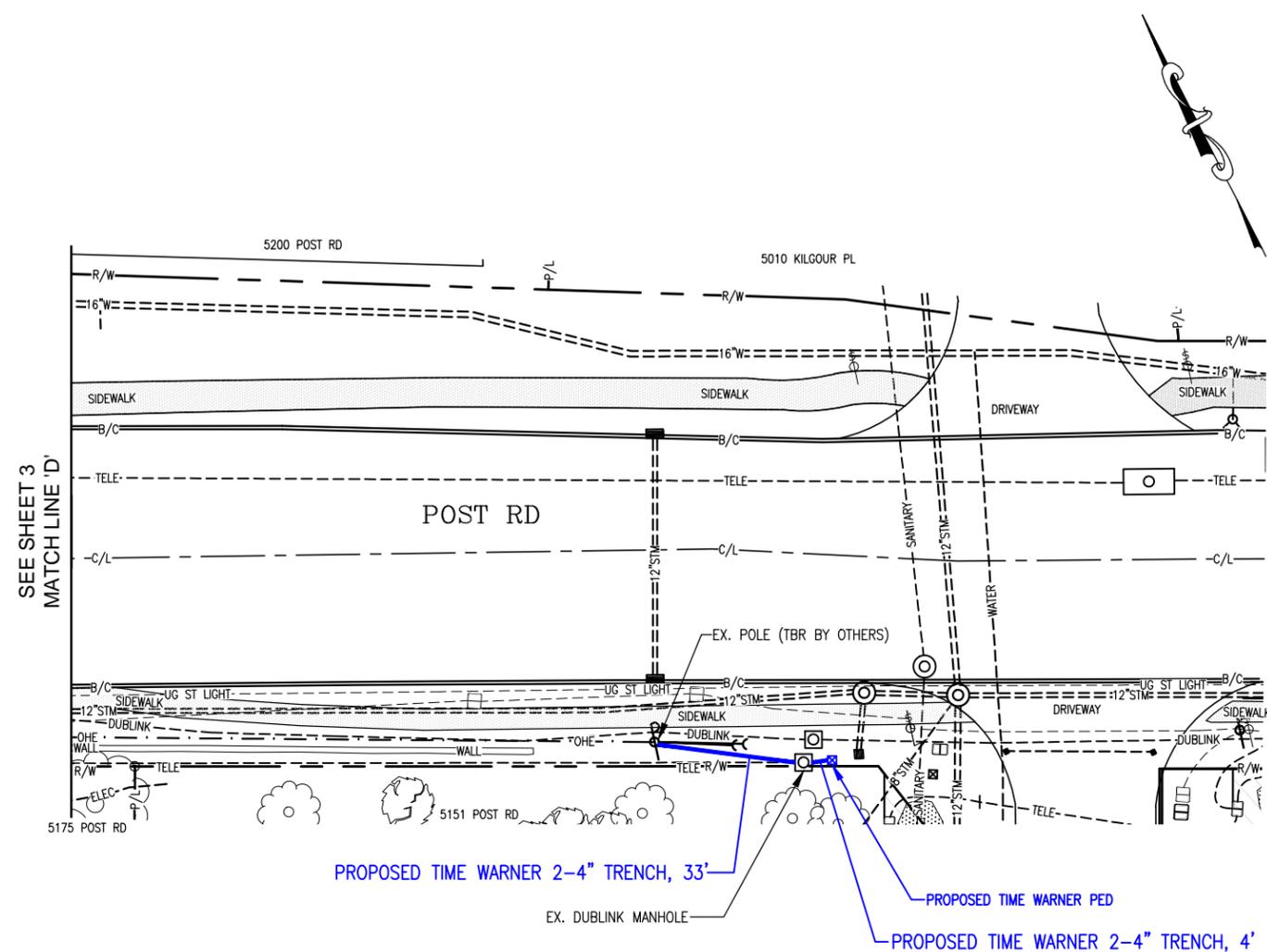
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