

To: Members of Dublin City Council
From: Dana L. McDaniel 
Date: September 3, 2015

Initiated By: Megan O'Callaghan, PE, Director of Public Works
 Paul A. Hammersmith, PE, Director of Engineering/City Engineer
 Mandy K. Bishop, PE, SI Bridge Street District Program Management Consultant

Re: Resolution No. 67-15 - 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, as part of John Shields Parkway, Phases 1 and 2 Projects

Summary

The City of Dublin's adopted 2015- 2019 Capital Improvement Plan includes John Shields Parkway, Phase 1 (TIF) (ET1408) and John Shields Parkway, Phase 2 (TIF) (ET1409). 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 John Shields Parkway between future Mooney Street and Village Parkway as shown in Figure 1, below. This AEP underground duct and vault system will serve future development adjacent to John Shields Parkway.

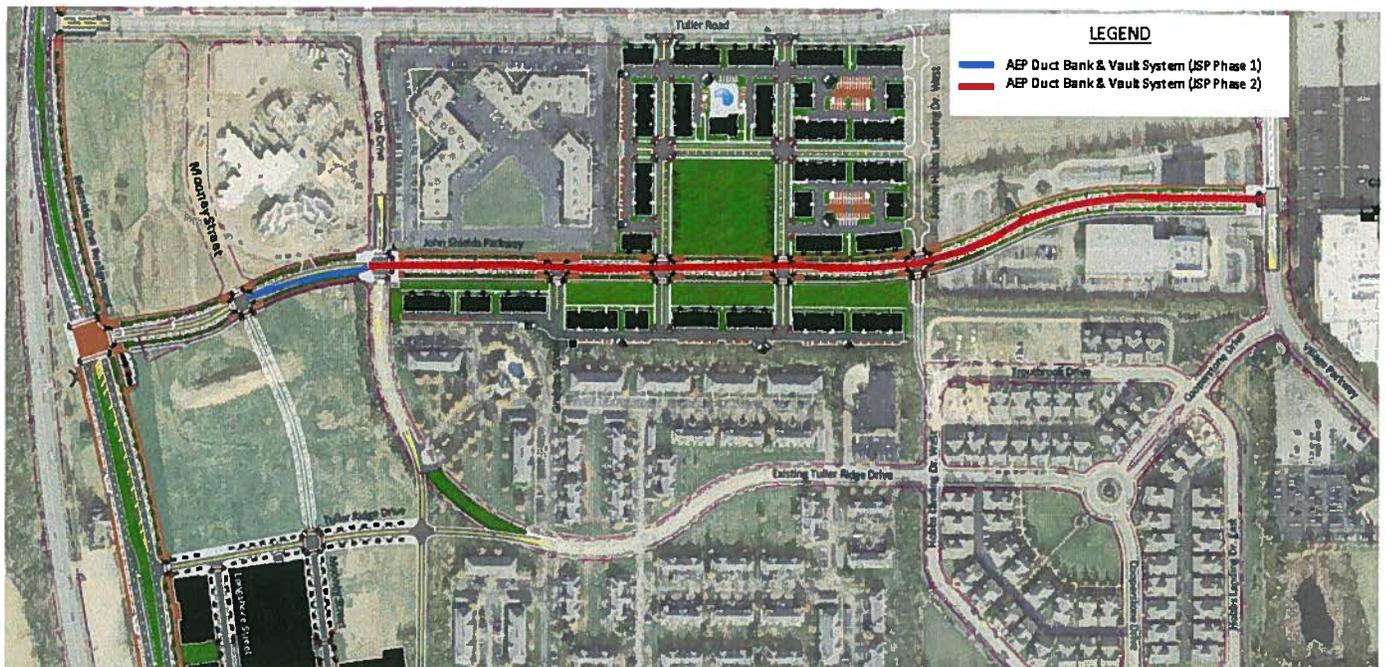


Figure 1 – Location of New AEP Duct Bank & Vault System

AEP Ohio will reimburse the City for 100 percent of the design and construction costs associated with the underground duct and vault system incurred as a part of the John Shields Parkway, Phases 1 and 2 projects. Reimbursement will be based on actual expenses/costs incurred by the City associated with the AEP Ohio work.

Actual costs for John Shields Parkway, Phase 1 are \$36,300 for both design and construction.

The estimated cost of the AEP Ohio work associated with John Shields Parkway, Phase 2 is \$615,000 for both design and construction. Actual costs will be determined no later than October 2016, and the City will invoice AEP Ohio at that time.

The total estimated reimbursable costs associated with both projects are estimated to be \$651,300.

Recommendation

Staff recommends approval of Resolution 67-15, 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 John Shields Parkway, Phases 1 and 2.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

67-15

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 JOHN SHIELDS PARKWAY, PHASES 1 AND 2 PROJECTS AND LOCATED WITHIN THE CITY OF DUBLIN

WHEREAS, the City of Dublin's adopted 2015-2019 Capital Improvements Program includes the John Shields Parkway, Phase 1 and John Shields Parkway, Phase 2 projects; 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 John Shields Parkway, Phase 1 and Phase 2 projects from future Mooney Street to Village Parkway which will serve future development adjacent to John Shields Parkway; 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 John Shields Parkway, Phases 1 and 2 projects.

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 John Shields Parkway, Phases 1 and 2 projects, 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 September ____, 2015 (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

- 1) The City has worked with AEP Ohio to determine new facility needs in both the John Shields Parkway, Phase 1 and John Shields Parkway, Phase 2 (the “Projects”);
- 2) The City has closely coordinated both utility relocation needs and future expansion needs with AEP Ohio and in the course of design and construction of all new roadway infrastructure in the Bridge Street District;
- 3) In the course of planning for John Shields Parkway, Phases 1 and 2 AEP Ohio determined it required a new duct and vault system to be located in John Shields Parkway to serve new development anticipated to develop along the road. See attached Exhibit “A” for AEP Work Location Map;
- 4) The City has coordinated the design and installation with (the “Projects”);
- 5) The City has incurred costs of \$36,300 including \$2,100 in design costs for John Shields Parkway, Phase 1 and the City estimates costs of \$615,000 including \$15,000 in design costs for John Shields Parkway, Phase 2. Total costs for both projects are estimated to be \$651,300;
- 6) AEP Ohio acknowledges that it is responsible for AEP Ohio Work costs associated with the Projects as shown in Exhibit “A”;
- 7) The parties hereto desire to set forth the terms upon which the AEP Ohio will reimburse the City of Dublin for the AEP Ohio Work Cost.

Statement of Agreement

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

1. The Projects: The City shall proceed with the Projects, including the AEP Work, pursuant to the plans and specifications included by referenced in John Shields Parkway, Phase 1 and John Shields Parkway, Phase 2 projects. 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 Contactors. The City shall supervise the Contractors pursuant to the Project contracts with such Contractors. AEP Ohio has regularly inspected the John Shields Parkway, Phase 1 AEP Work and shall regularly inspect the progress of the AEP Work in Phase

2 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 Ohio Work Facilities. Upon completion of the Project and AEP Ohio's reimbursement to the City for the AEP Work, AEP Ohio shall become the owner of the AEP Ohio Work facilities only. It will be AEP Ohio's responsibility to ensure that any and all Contractors release any and all liens associated with the Dublin Work. Once AEP Ohio has made final payment, the City will seek a lien waiver from AEP Ohio releasing 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 relating to the AEP Work that exceeds \$651,300, unless AEP Ohio approves such cost increase in writing, executed by the parties hereto and makes reference to this Letter of Agreement.

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"
AEP Work Location Map

