



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: Dana L. McDaniel, City Manager 

Date: February 18, 2016

Initiated By: Barbara Cox, P.E., Acting Director of Engineering/City Engineer
Michael S. Sweder, P.E., Civil Engineer II

Re: Resolution No. 10-16
Authorizing the City Manager to execute a pipeline relocation agreement with Columbia Gas of Ohio, Inc. for the relocation of a three inch pipeline located along Rings Road and Churchman Road in connection with the construction of a roundabout at the intersection of Rings Road and Churchman Road.

Summary

The proposed construction of a modern roundabout at the new intersection of Rings Road and Churchman Road has necessitated the need to relocate a portion of an existing three-inch gas main along Rings Road. A portion of the existing gas main is currently located in a private utility easement outside of the existing right-of-way along the north side of Rings Road.

Twelve percent (12%) of the existing main to be relocated is within a private utility easement. Therefore, Columbia Gas of Ohio, Inc. is requesting reimbursement for twelve percent (12%) of the actual costs to relocate the entire gas main. Columbia Gas of Ohio, Inc. estimates the total cost of relocation to be \$68,413.11. Twelve percent (12%) of the total costs equates to \$8,210.00.

The City expects to begin construction of the roundabout in the spring of 2016. Columbia Gas of Ohio, Inc. will not schedule the relocation work until after the reimbursement agreement is authorized and the necessary right-of-way and utility easements are secured.

The funds for this reimbursement are budgeted in the Capital Improvement Program Fund ET1119. A copy of the proposed Reimbursement Agreement, as reviewed by the Legal Department and agreed to by Columbia Gas of Ohio, Inc., is attached for your review.

Recommendation

Staff recommends approval of Resolution No. 10-16, authorizing the City Manager to enter into a Reimbursement Agreement with Columbia Gas of Ohio, Inc. for a gas main relocation along Rings Road.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 10-16

Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PIPELINE RELOCATION AGREEMENT WITH COLUMBIA GAS OF OHIO, INC. FOR THE RELOCATION OF A THREE-INCH PIPELINE LOCATED ALONG RINGS ROAD AND CHURCHMAN ROAD IN CONNECTION WITH THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF RINGS ROAD AND CHURCHMAN ROAD.

WHEREAS, Columbus Gas of Ohio, Inc. ("Columbia") owns and operates a three- inch pipeline, located along Rings Road and Churchman Road; and

WHEREAS, the City is preparing to construct a modern roundabout at the new intersection of Churchman Road and Rings Road (the "Project"); and

WHEREAS, as part of the construction of the Project, a portion of the pipeline and related pipeline facilities must be relocated; and

WHEREAS, Columbia is willing to relocate a portion of the pipeline pursuant to the Pipeline Relocation Agreement, which is attached hereto.

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 execute the attached Pipeline Relocation Agreement with Columbia Gas of Ohio, Inc. for the Churchman Road Phase 2 project, 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. 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. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Resolution.

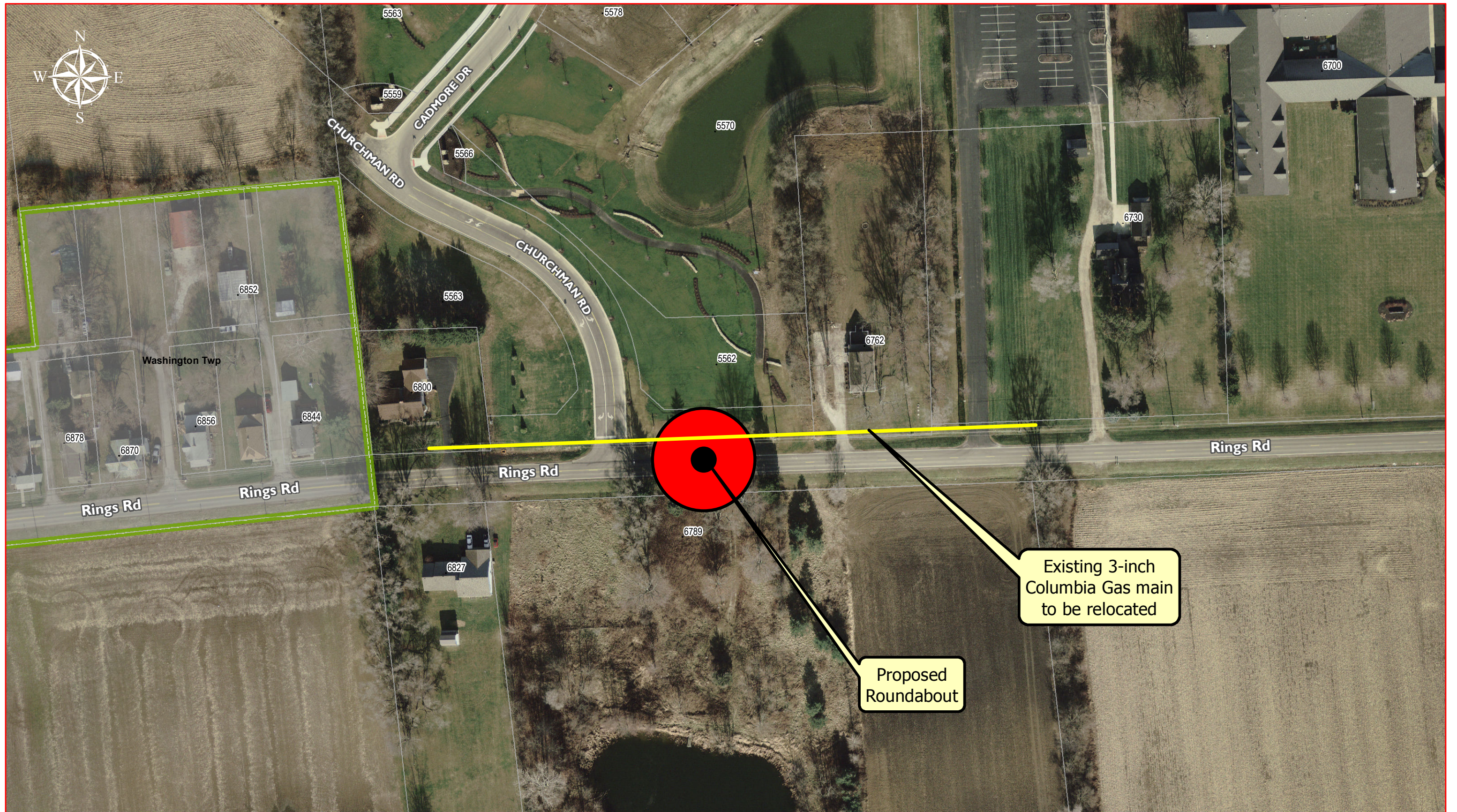
Section 3. This resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2016.

Mayor - Presiding Officer

ATTEST:

Clerk of Council



Pipeline Relocation Agreement

This Pipeline Relocation Agreement ("Agreement") is made as of the _____ of _____, 2016, by and between Columbia Gas of Ohio, Inc., a Ohio corporation with offices at 3550 Johnny Appleseed Ct, Columbus Ohio, 43231, hereinafter referred to as ("Columbia"), and The City of Dublin, whose address is 5200 Emerald Parkway, Dublin, OH 43017, hereinafter referred to as ("Requestor"). Columbia and Requestor are each a "Party" and collectively referred to as "the Parties."

Witnesseth

WHEREAS, Columbia owns and operates a three (3) inch pipeline, located along Rings Rd and Churchman Rd, in Dublin, Franklin County, OH, as shown on Exhibit A attached hereto and made part hereof.

WHEREAS, Requestor wishes to have a portion of the pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below.

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

1. Requestor requests relocation of Columbia's pipeline and any related pipeline facilities, and Columbia agrees to perform such relocation as follows: Relocate existing three (3) inch pipeline, as shown on Exhibit A attached hereto and made part hereof, in easement along Rings Rd for the installation of a modern roundabout at the Rings Rd and Churchman Rd intersection. Requestor shall pay twelve percent (12%) of actual costs associated with the pipeline relocation.

2. Requestor shall pay 12% of the actual cost upon relocation of the pipeline, as 12% of the pipeline to be relocated is in easement. The total estimated cost of relocation is Sixty-Eight Thousand Four Hundred Thirteen Dollars (\$68,413.00), and 12% of that amount is Eight Thousand Two Hundred Dollars (\$8,210.00) ("Deposit"). Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Deposit is based upon both the information available and circumstances known to Columbia as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Deposit may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse Columbia for actual costs expended or obligated at the time of written notice of cancellation or postponement, including costs which may have to be expended to restore the Requestor's, Columbia's, or any third party's premises to their original condition, all such amounts to be deducted from the Deposit. Any such costs which exceed the Deposit shall be

paid by Requestor within thirty (30) days upon written notice and invoice from Columbia. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within six (6) months of the execution of this Agreement, Columbia reserves the right to increase the Deposit, if and only if delay is proximately caused by the Requestor. Upon written notice from Columbia, Requestor shall pay such additional sum to Columbia within thirty (30) days. Columbia may retain the Deposit until the completion of the work contemplated under this Agreement. Unless otherwise required by law or order of any governmental body having jurisdiction over Columbia, Columbia shall not be required to pay interest, carrying charges, or any other amounts related to the Deposit.

3. Upon execution of this Agreement by both Parties and the receipt of the Deposit from Requestor, Columbia agrees to begin plans for said pipeline relocation. Columbia will physically relocate said pipeline and any related pipeline facilities as mutually agreed only when all necessary rights-of-way have been secured and all material is available. Columbia will not commence the relocation project until such time as such pipeline relocation work will not impair the operation of Columbia's gas distribution system or its service to its customers. Columbia is not responsible for any Requestor losses resulting from delay or refusal by a governmental entity to issue any necessary permit. This Agreement may be suspended, the Deposit amount may be increased by Columbia, or the terms of this Agreement renegotiated by Columbia, due to adverse digging or soil (e.g. ledge, hazardous materials, etc.) conditions, or delay or denial of necessary permits.

4. Upon Columbia's request, Requestor agrees to enter into a Right of Way Agreement with Columbia in which Requestor shall grant to Columbia all necessary easements or rights of way on property owned by Requestor at no cost to Columbia. Requestor agrees to hold Columbia harmless from any and all claims, liens or encumbrances upon the easements or rights of way granted pursuant to such Right of Way Agreement. Requestor shall also cooperate with and compensate Columbia for acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or way. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement may be terminated at the sole discretion of Columbia if: (i) Requestor fails to timely enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain necessary third party easements or rights of way upon terms and conditions (including cost) agreeable to Columbia. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor within thirty (30) days upon written notice from Columbia.

5. To the extent any portion of the pipeline relocation occurs on Requestor's property or property it or an affiliate controls, the Requestor at its own expense, shall (i) respond to reasonable requests of Columbia, its representatives and any governmental authorities or administrative agencies to provide all necessary information describing the physical characteristics of the property, including surveys, site elevations, legal and other required investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Requestor and/or

others at or about the property; (iii) notify Columbia of any condition on or about the property which could affect the work contemplated hereunder; and (iv) cooperate with Columbia to obtain all necessary approvals, site plan reviews, permits, required for Columbia to carry out its work and obligations hereunder. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement may be terminated at the discretion of Columbia if Requestor fails to satisfy its obligations as set forth in this Section 5. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor within thirty (30) days upon written notice from Columbia.

6. Upon completion of said pipeline relocation and receipt of all invoices and calculation of actual costs, Columbia shall, within thirty (30) days, submit to Requestor a statement showing the actual cost thereof. If the actual cost of said pipeline relocation is more than the amount of the Deposit, Requestor shall pay the difference between the actual costs and the Deposit, to Columbia. Requestor will make such reimbursement payment to Columbia within thirty (30) days of receipt of the invoice. Late payments will bear interest at a rate of 1.0% a month, which equals an annual percentage rate of 12%. If the actual cost is less than the amount of the Deposit, Columbia shall return to Requestor the difference between the Deposit and the actual costs within thirty (30) days.

7. To the extent allowed by law, and except and to the extent of Columbia's gross negligence or willful misconduct, Requestor shall indemnify and hold harmless Columbia, its parent, subsidiary, affiliate corporations, its owner, agents, officers, directors and employees, contractors and subcontractors and each of them, from and against any and all losses, damages, and/or liability for claims, demands, suits or causes of action in law or in equity for damages and injury, including death, attorneys' fees, costs, expenses of every kind and nature whether to persons or property, arising out of or in any manner related to the relocation and/or replacements of the pipeline and any related pipeline facilities hereunder.

8. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or in any way related to or arising from this Agreement shall be brought and heard only in a court of competent jurisdiction located in Franklin County of Ohio. This Agreement contains the entire agreement between the Parties concerning the relocation work, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Columbia. Such consent may not be unreasonably withheld by Columbia. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and PDF signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS:

REQUESTOR

Signature

Authorized Signature

Print Name

Title

WITNESS

COLUMBIA GAS OF OHIO, INC.

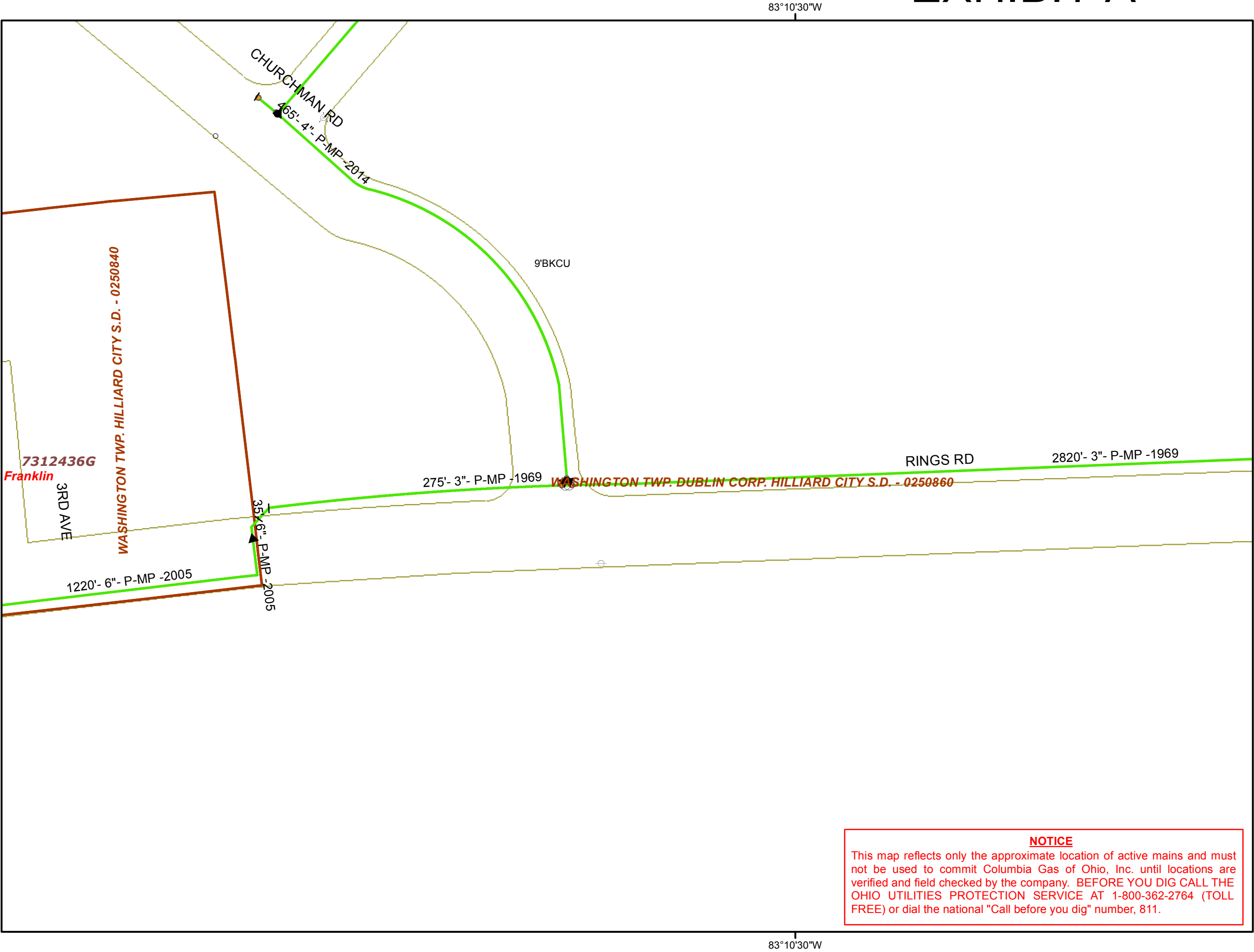
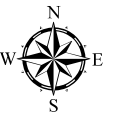
Signature

Authorized Signature

Print Name

Title

EXHIBIT A



Legend:

Gas Valve

- Closed - Critical
- Closed - Not Critical
- Open - Critical
- Open - Not Critical
- Unknown value

Gas Main by Pressure

- HP (> 60 psig)
- MP (< 10 - 60 psig)
- IP (1 - 10 psig)
- LP (< 1 psig)
- All other values
- Unknown Pressure

Gas Service

- Steel
- Plastic
- Cast Iron
- Wrought Iron
- Fittings
- Other
- All other values

Historic Map

NOTICE

This map reflects only the approximate location of active mains and must not be used to commit Columbia Gas of Ohio, Inc. until locations are verified and field checked by the company. BEFORE YOU DIG CALL THE OHIO UTILITIES PROTECTION SERVICE AT 1-800-362-2764 (TOLL FREE) or dial the national "Call before you dig" number, 811.

Prepared by:	
Date:	
Coordinates: GCS (Lat/Long) in DMS. Datum: WGS84	