

**AGENDA ITEM SUMMARY**

**DATE:** 12/19/11      **DEPARTMENT:** PW - Streets      **DEPT. HEAD SIGNATURE:** 

**SUBJECT:** Utility agreement with CenturyLink for moving utility infrastructure as coordinated through the Woodside Boulevard TIGER II project.

**AUTHORITY:**  ID Code \_\_\_\_\_       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

With the revision of the Woodside Blvd project to a one year construction schedule revised agreements with utility companies are required.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**      Caselle

# \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_      YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_      Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_      Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Engineer	<input type="checkbox"/> Public Works, Parks	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2011-58 and authorize the mayor to sign the Utility Agreement with CenturyLink.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_      Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**CITY OF HAILEY  
RESOLUTION NO. 2011-58**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING UTILITY AGREEMENTS WITH CENTURY LINK**

WHEREAS, the City of Hailey is required to enter into Utility Agreements Century Link for moving utility infrastructure as coordinated through the Woodside Boulevard TIGER II project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves and authorizes the Mayor to sign the Utility Agreements with Century Link

Passed this 19th day of December, 2011.

City of Hailey

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Richard L. Davis, Mayor

ATTEST:

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Mary Cone, City Clerk

## UTILITY RELOCATION AGREEMENT

### WOODSIDE BOULEVARD RECONSTRUCTION PROJECT TIGER II GRANT PROGRAM PROJECT NO. TDGII-C-07 FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of DECEMBER, 2011, by and between the CITY OF HAILEY, hereinafter referred to as the "City", and CENTURYLINK, hereinafter referred to as the "Company".

#### GENERAL DEFINITIONS

Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

#### PURPOSE:

The City proposes to improve all of Woodside Blvd in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is to be completed over the course of 7-months between April 15<sup>th</sup> and November 15<sup>th</sup>, 2012. Utility relocations shall be relocated as specified in the Project documents between; April 15<sup>th</sup>, 2012 and June 1<sup>st</sup>, 2012. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

#### TERMS:

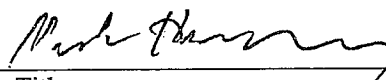
- 1) Relocation of Utilities. The Company shall, at its sole expense, relocate its existing **underground communication cables, individual services and other miscellaneous facilities** that are identified in the Project documents. The City shall, through its Contractor or at its sole expense, provide initial survey staking prior to beginning construction, at locations requiring utilities to move according to the Project documents.
- 2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, c) coordinate and schedule the relocation of the Company's facilities with the City's Contractor during the anticipated and unanticipated relocation of facilities throughout the course of the Project, d) provide pot holes as necessary to verify existing underground facilities, e) replace survey staking (as provide by City) disturbed during the relocation of facilities according to Project documents.
- 3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City's Contractor.
- 4) In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

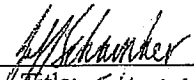
- 5) Each signatory agrees that he or she has full authority and consent to sign this Agreement.
- 6) This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.
- 7) This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for CENTURYLINK

CENTURYLINK

By:   
Title:

By:   
Title: ENGINEER II

Attest for City of Hailey

CITY OF HAILEY

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor



December 1, 2011

City of Hailey  
C/O Tom Hellen  
115 South Main Street  
Hailey, Id. 83333

Re: Woodside Boulevard Reconstruction

Dear Tom:

This letter is in regard to the above-referenced Woodside Boulevard Reconstruction and request that CenturyLink relocate its existing facilities.

Consistent with CenturyLink internal policies and procedures for all relocation requests, CenturyLink will be conducting a further investigation of the scope of the project and whether CenturyLink may be entitled to reimbursement of its relocation costs. To facilitate and expedite our investigation please provide any information you may have regarding the purpose of the project, funding sources for the project, the entity(ies) requesting the project or relocation of CenturyLink facilities, and parties benefiting from the project. Someone from our ROW office may contact you if we have additional questions. If our investigation indicates that CenturyLink is entitled to reimbursement of our relocation costs, we will provide an estimate of the same as soon as possible. To the extent CenturyLink is in fact entitled to reimbursement under any local, state or federal law, including but not limited to reimbursement funds that the State may be eligible for under the Federal Highway Administration program described in Title 23 of the United States Code and applicable regulations, CenturyLink will be submit invoices for such actual relocation costs.

To avoid any delay in processing your relocation request, please provide the above information as soon as possible. If you have any question, please feel free to call me.

Sincerely,

A handwritten signature in black ink that reads "Jeff Schamber".

Jeff Schamber  
Design Engineer  
CenturyLink Corporation  
208-733-0278

9300 Metcalf Avenue  
Overland Park, KS 66212  
Tel: 913.534.5699  
Fax: 913.397.3591  
[www.centurylink.com](http://www.centurylink.com)

