



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2011 – 03**

DATE: January 13, 2011
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager 
David H. Willett, Director of Public Works
Joliette M. Woodson, Transportation Engineer 
SUBJECT: CR – 9, W. 112th Avenue Widening, Agreement for Removal of United Power Facilities

BACKGROUND

Construction plans for the W. 112th Avenue Widening project were completed in 2006. This project was a joint effort between the City of Westminster and the City of Northglenn. In 2007, the plans were put on hold due to lack of funds. In 2009, the City of Westminster modified the plans and completed their half of the work. On September 9, 2010, Council approved a contract with JR Engineering, LLC to modify the plans to reflect the improvements by the City of Westminster in preparation for bidding of the construction project in 2011.

Along the eastbound side of W. 112th Avenue from Alcott Street to Pecos Street, United Power has power poles that are in conflict with the roadway widening. United Power has agreed to remove the poles and vacate their easement. The easement agreement between the City of Northglenn and United Power does not require United Power to relocate/remove these poles. Therefore, the City of Northglenn must pay for the work.

BUDGET/TIME IMPLICATIONS

The attached "Agreement for Removal of United Power Facilities" must be executed and the removal cost of \$36,839.00 paid prior to the work being completed. This cost will be paid from the 2011 Capital Improvement Fund for the W. 112th Avenue Widening Project.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and United Power, Inc. for removal of United Power facilities for the W. 112th Avenue Widening Project;
- 2) Authorize payment to United Power for the removal of their facilities in the amount of **\$36,839.00**.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Joliette M. Woodson, P.E., Transportation Engineer

dwillett@northglenn.org or 303.450.8783
jwoodson@northglenn.org or 303.450.8835

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-9
Series of 2011

Series of 2011

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND UNITED POWER, INC. FOR THE REMOVAL OF UNITED POWER FACILITIES FOR THE W. 112TH AVENUE WIDENING PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and United Power, Inc., attached hereto, in the amount of \$36,839.00 for the removal of United Power facilities for the W. 112th Avenue Widening Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____ 2011.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

Map Location: 6809

Work Order No.: 201011-003

**AGREEMENT
FOR
REMOVAL OF UNITED POWER FACILITIES**

Document Origin Date: November 22, 2010

THIS AGREEMENT, made by and between UNITED POWER, INC., a Colorado corporation (hereinafter called "United") and the City of Northglenn, a municipality (hereinafter called "Customer").

WITNESSETH:

WHEREAS, the Customer has requested United to remove certain electric distribution facilities located on the south side of 112th Avenue between Pecos Street and Alcott Street (hereinafter called the "Project").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Customer will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber , and gas) prior to the construction of any facilities by United. Any damages to unmarked underground utilities by United or United's contractors will be at the Customer's expense and responsibility to repair.
2. The estimated cost for this service removal is \$36,839. Customer will be required to pay this amount before materials will be procured and construction scheduled. If any additional construction costs are required due to unforeseen project changes, a "Change Order" will be submitted to Customer and there accepted as an Addendum to this contract.
3. This contribution is nonrefundable. The agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
4. The agreement price herein contained will be valid for a period of 90 days, commencing as of the origin date of this agreement. If not properly signed and returned to United within the said 90-day period, this cost may be redetermined and the revised agreement will be forthcoming. This agreement is neither assignable nor transferable. It shall be a binding agreement between United and the Customer named above.

5. Upon completion of the removal of said electric facilities, the cost estimate shall be compared to the actual cost of said facilities as entered into the books of United. If the actual cost is less than the estimated cost, United shall refund the difference to the Customer. If the actual cost to United proves to have been greater than the construction deposit, the Customer shall pay the difference to United within thirty (30) days following written notice of such excess amount.
6. In conjunction with this project, United Power will vacate its easements for electrical facilities on the south side of 112th Avenue between Pecos Street & Alcott Street. This vacation applies to only the area mentioned above, and no other location.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20_____.

UNITED POWER, INC.

X 
 (District Representative's Signature)

District Representative

 (Title)

City of Northglenn

 (Applicant)

X _____
 (Applicant's Signature)

 (Title*)

Address **PO Box 330061**

Northglenn, CO 80233-8061

*If other than president, vice-president, partner or owner, a power of attorney must accompany contract.



Your Touchstone Energy® Partner 

November 22, 2010

Ms. Joliette Woodson
City of Northglenn
PO Box 330061
Northglenn, CO 80233-8061

Dear Ms. Woodson:

Subject: WO # 201011-003 – Removal of United Power Overhead Line

United Power will retire and remove the overhead power line located on the south side of 112th Ave. between Pecos and Alcott. In conjunction with the City of Northglenn paying for this removal, United Power will vacate our easements for this power line on the south side of 112th Ave. between Pecos and Alcott.

The estimated cost for this job is \$36,839. This estimate is valid for three months. An invoice for that amount is enclosed for payment on Work Order #201011-0003. Payment in full is required prior to construction.

I also need you to complete the enclosed private utilities form indicating any private utilities in the area where we will be removing our facilities. Please return the signed form, signed agreement and your payment in the envelope provided.

Thank you for the opportunity to serve you. If you have any questions, please give me a call at 303-637-1211.

Sincerely,

A handwritten signature in black ink, appearing to read "J.S. Maxey".

Jason S. Maxey
District Representative

JSM:jdl

Enclosures