

## ORDINANCE/RESOLUTION REQUEST

Please email requests to Jason Gallardo, Public Works

at [jason.gallardo@denvergov.org](mailto:jason.gallardo@denvergov.org) by **12:00pm NOON on Monday**. Contact Jason with questions.

Date of Request: 07/11/2019

Please mark one: ☐ Bill Request or ☒ Resolution Request

### 1. Type of Request:

- ☐ Contract/Grant Agreement ☐ Intergovernmental Agreement (IGA) ☐ Rezoning/Text Amendment
- ☐ Dedication/Vacation ☐ Appropriation/Supplemental ☐ DRMC Change
- ☒ Other:

### 2. Title: (Start with *approves*, *amends*, *dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Approves a purchase order with Public Service Company of Colorado d/b/a Xcel Energy for the relocation of an electric distribution line residing in an Xcel easement in the general location of Steele St and E 39<sup>th</sup> Avenue for the 39<sup>th</sup> Avenue Greenway project.

### 3. Requesting Agency: Public Works

### 4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution	Contact person to present item at Mayor-Council and Council
Name: Terri Goodwin	Name: Jason Gallardo
Email: <a href="mailto:terri.goodwin@denvergov.org">terri.goodwin@denvergov.org</a>	Email: <a href="mailto:jason.gallardo@denvergov.org">jason.gallardo@denvergov.org</a>

### 5. General description or background of proposed request. Attach executive summary if more space needed:

The franchise agreement with Public Service of Colorado d/b/a Xcel Energy states that Xcel must relocate their facilities when requested by the Manager of Public Works. Manager of Public Works requested that Xcel relocate transmission line 3911 out of their easement to accommodate the 39<sup>th</sup> Avenue Greenway project. Article 5.7.E. Utility Easements states that where a Utility Easement is involved, the Company (Xcel) shall be paid for such relocation unless otherwise provided in the applicable terms of the Utility Easement. The relocation cost is \$1,003,925.49.

### 6. City Attorney assigned to this request (if applicable): N/A

### 7. City Council District: 9

### 8. **\*\*For all contracts, fill out and submit accompanying Key Contract Terms worksheet\*\***

*To be completed by Mayor's Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_

## Key Contract Terms

**Type of Contract:** (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

**Vendor/Contractor Name:** Public Service Company of Colorado d/b/a Xcel Energy

**Contract control number:** PO-00058542

**Location:** E. 39<sup>th</sup> Avenue and Steele Street.

**Is this a new contract?** ☒ Yes ☐ No **Is this an Amendment?** ☐ Yes ☐ No **If yes, how many?** \_\_\_\_\_

**Contract Term/Duration** (for amended contracts, include existing term dates and amended dates):

02/01/2019 to 02/01/2020

**Contract Amount** (indicate existing amount, amended amount and new contract total):

<i>Current Contract Amount</i>	<i>Additional Funds</i>	<i>Total Contract Amount</i>
(A)	(B)	(A+B)
\$1,003,925.49	0	\$1,003,925.49

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
02/01/2019		02/01/2020

### Scope of work:

Approves a purchase order with Public Service Company of Colorado d/b/a Xcel Energy for the relocation of an electric distribution line residing in an Xcel easement in the general location of Steele St and E 39<sup>th</sup> Avenue for the 39<sup>th</sup> Avenue Greenway project. This easement is in the Market Leed Utility Easement and is owned by Burlington North Santa Fe Railroad and granted to Xcel in perpetuity.

**Was this contractor selected by competitive process?** No, Public Service Company of Colorado d/b/a Xcel Energy is under contract with the City to provide Utility Services. A sole source justification has been submitted.

**Has this contractor provided these services to the City before?** ☒ Yes ☐ No

**Source of funds:** PRJ-10001261/PC702/72802/C5061000

**ELEVATE DENVER BOND:** ☐

**Is this contract subject to:** ☐ W/MBE ☐ DBE ☐ SBE ☐ XO101 ☐ ACDBE ☒ N/A

**WBE/MBE/DBE commitments (construction, design, Airport concession contracts):** N/A

**Who are the subcontractors to this contract?** N/A

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*To be completed by Mayor's Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_



**DENVER**  
THE MILE HIGH CITY

## EXECUTIVE SUMMARY

**Contractor:**Public Service Company of Colorado d/b/a Xcel Energy, Inc.

**Proposed Contract Amount:**\$1,003,925.47

**Project Title:**Approves a purchase order with Public Service Company of Colorado d/b/a Xcel Energy for the relocation of an electric distribution line residing in an Xcel easement in the general location of Steele St and E 39th Avenue for the 39th Avenue Greenway project.

**Contract Control Number:**PO-00069651

**Term of this proposed contract (start/end date):**02/01/2019 to 02/01/2020

**Selection process:**

- (a) Date of Bid process:N/A
- (b) How many proposals were received:N/A
- (c) Range:N/A    Low:                      High:

**DSBO Assigned Goals:**N/A

**DSBO Goals Commitment:**N/A

**Council District:**9

**Source of funds (CIP/BOND/GRANT/CDOT):**PRJ-10001261/PC702/72082/C5061000

**Background:**Approves a purchase order with Public Service Company of Colorado d/b/a Xcel Energy for the relocation of an electric distribution line residing in an Xcel easement in the general location of Steele St and E 39th Avenue for the 39th Avenue Greenway project. This easement in the general location of 39<sup>th</sup> Ave and Steele Street is the Market Leed Utility Easement and is owned by Burlington North Santa Fe Railroad and granted to Xcel in perpetuity.

## DO NOT INVOICE THIS ADDRESS

City and County of Denver  
Purchasing Division  
201 W. Colfax Ave Dept. 304  
Denver, CO 80202  
United States of America  
Ph: 720-913-8100 Fax: 720-913-8101



Purchase Order Number	PO-00069651
Purchase Order Date	Jul 1, 2019
Contract ID	
Payment Terms	Immediate
Payment Type	ACH
Buyer	Andrew Miskell Andrew.Miskell@denvergov.org

Supplier
XCEL ENERGY PO BOX 9477 MINNEAPOLIS, MN 55484-9477 United States of America Ph: (303) 5717564

Ship-To
Wastewater Management 2000 W 3rd Ave Denver, CO 80223 United States of America La Niece Gordon

Bill To
Wastewater Management 2000 W 3rd Ave Denver, CO 80223 United States of America La Niece Gordon

Currency	Total Lines Amount	Tax Exempt	Total PO Amount
USD	\$1,003,925.49	98-02890-0000	\$1,003,925.49
Shipping Terms	Shipping Method	Shipping Instructions	
FOB Destination	Common Carrier		

Service Lines				
Line Number	Item Name	Description	Due Date	Line Amount
1		Relocation of a distribution line in the Market Leed easement owned by BNSF for the 39th Avenue Greenway Project.	07/31/2019	\$1,003,925.49

Agency Contact: Terri Goodwin | Terri.Goodwin@denvergov.org

REFER TO SERVICE FOR RELOCATION OF A DISTRIBUTION LINE FOR SERVICE DESCRIPTION AND PRICING ONLY.

VENDOR: You must contact the agency contact listed above to confirm this order.

Purchase Order price listed herein includes all shipping and handling.

All invoicing must match the purchase order exactly and contain the purchase order number. All invoices must be sent directly to the bill to address listed on the purchase order, this address may be different than the ship to address. Changes to this purchase are not valid without prior approval from purchasing. The terms and conditions of this purchase order shall govern and supersede all Supplier terms and conditions.

For additional questions regarding this purchase order, please contact the Agency Contact listed above.

ALL INVOICING AND CORRESPONDENCE MUST CONTAIN THE PURCHASE ORDER NUMBER IN FULL (PO-#####)

This purchase is pursuant to DRMC 20-64(A)(1) - Sole Source

This purchase is pursuant to DRMC 3.26(e) - City Council - and is considered void without such action being taken.



Authorized By

By accepting this Purchase Order you agree to the Terms and Conditions of the General Services Purchasing Division.  
Follow the URL provided to the Purchase Order Terms and Conditions –  
<http://www.denvergov.org/content/denvergov/en/purchasing-main-page/POterms.html>



# SOLE SOURCE REQUEST– Bidding Exception Justification – DRMC Sec. 20-64 (a)(1)

Agency: Public Works Traffic Operations Workday RQ: RQ-00058963

**Supplies or services indispensable to the city which are obtainable, for practical purposes, from only one (1) single source (a sole source purchase)**

Requests for a "Sole Source" bidding exception must be provided on this form (with any necessary attachments) and attached to the Workday requisition. This "Sole Source" bidding exception must be signed by the Head of the Agency or their authorized designee.

Supplier: <b>Public Service Company of Colorado d/b/a/ Xcel Energy, Inc.</b>
Part Number: <b>Distribution line relocation in easement</b>
Description: <b>Public Service Company of Colorado d/b/a Xcel Energy, Inc. relocation of distribution line that resides in a Utility Easement to accommodate the 39<sup>th</sup> Avenue Greenway Project.</b>
<p>Why can't the good or service provider be substituted with another that may meet the same need or fulfill the same function?  <b>The City has an agreement with Xcel Energy whereas Section 5.7 Relocation of Company Facilities Subsection E. Utility Easements which states that the relocation obligation will not apply to any Company facilities located pursuant to a valid and enforceable Utility easement but will apply to any Company Facilities located under any other type of easement, utility right of way, license or permit. Where a utility easement is involved, the Company shall be paid for such relocation unless otherwise provided in the applicable terms of the Utility Easement.</b></p> <p>If there is an alternative source or an "approved, acceptable equal" to the good or service desired, why, for "practical purposes" can't the alternative or "equal" fulfill your needs?</p>
<p>What verifiable efforts have you made to investigate alternative or "equal" goods or services? (Include any source documents/ website links you've reviewed during this process.)</p> <p><b>Xcel Franchise agreement is attached.</b></p>
<p>Provide supporting documentation from the manufacturer that indicates the good or service is only provided from the supplier identified. <b>I have attached the Xcel Energy/PSCo Franchise agreement that states they are to be paid for any relocation of the Company Facilities that reside in a Utility Easement Section 5.7.E.</b></p>
<p>What additional information would you like to present in support of your "Sole Source" justification?</p> <p><b>N/A</b></p>

The Purchasing Division shall review this justification for compliance with applicable law and may require additional information from the agency, from the suggested vendor or alternative vendors or from trade associations, industry experts or other appropriate sources. In some instances, the Purchasing Division may request review of the "sole source" request and supporting documentation by the Office of the City Attorney.

Agency Head (Authorized Representative) 	Date <b>6/12/19</b>
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**General Services Purchasing Division Internal Memo:** Buyer to select corresponding additional data option button PO standard comment.





## CONSTRUCTION AGREEMENT FOR GOVERNMENTAL ENTITIES

CONTRACT NO. 10087260

This Construction Agreement for Governmental Entities, "Construction Agreement", is between Public Service Company of Colorado, a Colorado corporation, d.b.a. XCEL ENERGY, hereinafter referred to as "Company" and CCOD, a Municipality hereinafter referred to as "Applicant". This version of Construction Agreement is specifically designed for Applicants which are governmental entities. The Applicant has requested the Company construct and install the necessary Electric Distribution Line Extension, hereinafter referred to as "Extension", to provide Plan A – Permanent Service or, under limited conditions, Plan B – Indeterminate Service, to serve 3857 N STEELE ST in the City of DENVER in the County of DENVER in the State of Colorado. This Construction Agreement is subject to the Company's Distribution Extension Policy, as stated in the Company's tariffs, available for inspection at the Colorado Public Utilities Commission and on the Company's website, and such policy and tariffs are incorporated herein by this reference. Any capitalized term in this Construction Agreement that is not expressly defined herein shall have the meaning set forth in our policy and tariffs.

The Company has completed the engineering design and cost estimate to provide the Extension based upon the information Applicant has provided and the service requirements that you have requested. The estimated total Construction Cost to provide the requested Extension is \$1,055,945.87. Based upon the information provided, the Company's design for the Extension includes \_\_\_\_\_ and/or \_\_\_\_\_ service. Your potentially awardable Construction Allowance for such number of meters, and/or demand for Electric service, based on the rate schedule as applicable for the Electric service for which the Extension is being constructed, is \$0.00. Your estimated Construction Payment is \$1,003,925.49. If the Applicant elects to have the Company advance the Construction Payment for the duration of the construction period, Applicant will be billed by the Company in accordance with the Company's tariffs, within 30 days after the construction of the Extension is complete. The Applicant will have 90 days thereafter to pay such bill. If the Applicant does not elect to have the Company advance the required Construction Payment, the Applicant shall pay the Company the Construction Payment before approval of this Extension Agreement and commencement of construction.

The Company will not approve this Construction Agreement unless and until the following two requirements have been satisfied: 1) execution and return to Company of this Construction Agreement by Applicant, and of any other Enclosures that are applicable and 2) receipt of one-line diagrams, load information and any other necessary information requested by the Company in order to calculate the appropriate equipment needed to determine the Company's estimate of the Applicant's load. The Construction Payment quoted above shall be effective for sixty (60) days from the Contract Origination Date set forth below. Should this Construction Agreement not be returned to, and accepted by, the Company within those 60 days the Construction Costs may be re-estimated and this Construction Agreement may be terminated and replaced with a new Construction Agreement.

A Construction Allowance will be calculated and awarded to Applicant as provided by this Construction Agreement and the Company's aforementioned policy and tariffs. Construction Allowance will be awarded in a one-time payment if the Company estimates a Permanent Service will be physically connected (ie. a permanent meter will be set) within one year from the execution of this Construction Agreement or upon Company review and acceptance of a final plat of the development or subdivision that has been approved by the governmental entity having jurisdiction as applicable. If Construction Allowance is awarded in one payment under this Construction Agreement, Applicant shall not be entitled to any future Construction Allowance or Refunds with respect to this Extension. Unless and until a one-time Construction Allowance payment is awarded by the Company, Construction Allowances will be calculated and awarded on a per-meter and/or volumetric basis, when new

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permanent meters are set, in conformance with the aforementioned policies and tariffs. The one-time awardable Construction Allowance may differ from the sum stated above if the final plat submitted contains different facts or information from that which was originally provided by Applicant as the basis for this Construction Agreement.

Additional payments greater than this estimated Construction Payment may be required if customer associated delays, obstructions, permit fees, or design changes in the field are encountered which are not included in the original job or Construction Cost estimate. The Construction Cost stated above does not include special items such as but not limited to frost or rock conditions. In the event the Company encounters any special items during construction, the Company shall bill Applicant for such special items as a non-refundable contribution in aid of construction.

This Construction Agreement does not include any Construction Cost of Service Lateral Extensions. Any costs and payments with respect to Service Lateral Extensions will be calculated and contracted separately from this Construction Agreement.

Applicant may not assign this Construction Agreement without the prior written consent of the Company.

Applicant agrees to execute the Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over or under Applicant's property that may be required for Company to accomplish the objective of this Construction Agreement, to obtain such other rights-of-way, free of charge and on other terms satisfactory to Company, from other parties as may be required. Applicant recognizes the Company's ability to perform under this Construction Agreement is contingent upon the obtaining any other rights-of-way from other parties if required. The Company shall not be required to expend more than commercially reasonable efforts to assist in the acquisition of any third party right-of-way.

If there is a possibility that other utilities or facilities will be installed jointly with the Extension, Applicant must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities.

If there is a possibility that the Extension will be constructed during frost conditions, Applicant shall execute a Frost Agreement and return such with this Construction Agreement. Should Applicant not do so, Applicant's project may be delayed until frost conditions have ceased and there is no further chance of encountering frost. Please refer to the Frost Agreement for terms and conditions of that service.

Upon the acceptance of the terms and conditions of this Construction Agreement, Applicant must return all applicable documents and the Construction Payment (unless Applicant chooses to have the Company advance the Construction Payment in accordance with its tariffs), payable to Public Service Company of Colorado, at the address shown below. The Company is unable to accept checks with any sort of lien waiver because our tariffs do not allow it, and Applicant agrees that any attempt to create a lien waiver in such a manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void. After an executed original of this Construction Agreement, all applicable documentation and the Construction Payment (unless Applicant chooses to have the Company advance the Construction Payment in accordance with its tariffs) is received and accepted by the Company and all other prerequisites have been satisfied, a work order will be issued and released to construction so the Extension can be scheduled. The Company's current lead-time to begin construction after receiving the non-refundable payment (if applicable) and signed documents is approximately 6-8 weeks. You will be notified of which week the Applicant's construction is scheduled to begin. If you have any questions regarding this project, please call a Company representative at 720-438-5534.

The Company looks forward to being your energy provider.

Sincerely,

Jamey Starnes  
Xcel Energy Technician

Construction Agreement Origination Date: February 6, 2019

CONTRACT NO. 10087260



Mailing address:

Q3 Contracting Inc  
18000 E 22nd Ave., Unit 2  
Aurora, CO 80011

Applicant has reviewed and accepts the terms and conditions of this Construction Agreement. Applicant will return a signed Construction Agreement and will pay the applicable Construction Payment amount of \$1,003,925.49 within 90 days after construction is complete. Applicant will send an original signed copy of this Construction Agreement with the any applicable agreements/documents.

**Applicant:** CCOD\_a Municipality

\*Signature: \_\_\_\_\_

\*Date: \_\_\_\_\_

\*Print Name: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Phone: \_\_\_\_\_

**Company Representative**

Date: 2-14-2019

Name: Larry R. Crosby

Title: SVP Distribution

Signature: \_\_\_\_\_  
