

<b>STR :</b>	<b>Grantor:</b>	<b>Doc No.:</b>
<b>County:</b>	<b>Address/Intersection:</b>	<b>ROW Agent:</b>
<b>Division-City/Town:</b>	<b>Dist./Tran.:</b>	<b>Surveyor:</b>
<b>LAT &amp; LONG GPS:</b>		<b>Reception Number:</b>

**ELECTRIC UTILITY LAND USE AGREEMENT  
PUBLIC SERVICE COMPANY OF COLORADO**

1. This Electric Utility Land Use Agreement (this “**Agreement**”) is entered, as the date set forth on the City and County of Denver’s signature page below (the “**Effective Date**”). The CITY AND COUNTY OF DENVER, a Colorado home rule city (“**Grantor**”) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (“**Company**”), 1800 Larimer Street, Attn: Right-of-Way and Permits Dept., Denver, Colorado, 80202, in consideration of which Grantor hereby grants unto said Company, its successors and assigns, a non-exclusive right to use, operate, and maintain electric utility lines and related Facilities (defined below) through, over, under, across, and along a portion of the Grantor’s Property as depicted on **Exhibit A** attached hereto and incorporated herein by this reference (“**Use Area**”). The “**Grantor’s Property**” is defined in Exhibit A to the Special Warranty Deed recorded on August 11, 2023, in the Office of the Clerk and Recorder of the City and County of Denver, Colorado at Reception Number 2023077299, and also known as 12033 East 38<sup>th</sup> Avenue, Denver, Colorado. This Agreement is being entered into by the Grantor and the Company in response to the Grantor’s local disaster emergency pertaining unsheltered residents and the Grantor’s micro-community sheltering (the “**Project**”).

2. The Company’s permitted uses under the Agreement include the right (i) to enter upon the Use Area, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use electric lines and related communication facilities, including transformers, towers, poles, and other supports, together with braces, guys, anchors, cross-arms, manholes, cables, conduits, wires, conductors, manholes, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use the adjoining premises of Grantor, as described in **Exhibit B**, during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. Ingress to and egress during initial construction from and to the Use Area across Grantor’s Property will be via the curb-cuts on East 38<sup>th</sup> Avenue for across existing paved driveways for the Company’s permitted uses under this Agreement.

3. The Grantor reserves the right to use and occupy the Use Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company’s Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the Use Area granted or to locate any mobile home or trailer units thereon. No other objects shall be erected, placed, or permitted to remain on, under, or over the Use Area, which will or may interfere with the Facilities installed on the Use Area or interfere with the exercise of any of the rights herein granted. After the Effective Date, Grantor shall notify the Company of its intention to build, create, construct, any additional utilities, streets, curb and gutters, parking surfaces, trees, landscaping,

fences, or similar improvements, permanent or temporary, impound water on, alter the existing ground elevations or change the compaction of the soil on the Use Area. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Use Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

4. The Grantor may request the relocation of the Facilities and the costs for relocation or removal of the Facilities are as described in a separate Cost Sharing Agreement. This Agreement shall automatically terminate upon permanent abandonment of the Facilities by Company or upon sixty (60) days advanced written notice from Grantor. Company shall complete removal of the Facilities within a reasonable time, not to exceed one (1) year, after termination and provide a recorded instrument evidencing the termination of this Agreement.

5. Grantor and the Company agree to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction or excavation of the Use Area to arrange for field locating of underground utilities and the Facilities.

6. The work of installing and maintaining the Facilities shall be done with care to prevent disruption to Grantor's use and to avoid any damage to the Grantor's Property, including the Use Area. Following completion of construction or maintenance of its Facilities on the Use Area, the Company shall promptly repair, replace or restore the surface or any damaged, destroyed or harmed improvements located on the Use Area or any adjoining Grantor Property disturbed by Company to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Agreement (the "**Restoration**").

7. No Company equipment, vehicles, temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris and waste brought on site or generated by the Company on site ("**Personal Property**") shall be stored on the Grantor's Property. All Personal Property shall be removed from the Use Area upon completion of construction. The Company shall take reasonable measures to secure its Personal Property from public access or tampering and for the protection of public health and environment. Grantor assumes no liability for public misconduct, theft or vandalism of the Personal Property. Upon the completion of any work, the Company shall promptly remove from the Use Area all Personal Property and shall do so in compliance with federal, state and local laws or applicable regulatory requirements.

8. The provisions of this Agreement shall run with, be binding on and burden the Use Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. The term "Grantor" includes the singular, plural, feminine, masculine and neuter.

9. Company shall obtain, maintain and comply with all permits or licenses (federal, state, or local) required for the work to be performed under this Agreement. Company shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to this

Agreement and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to this Agreement. The Company hereby indemnifies and saves harmless the Grantor for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from the Company's failure to comply with this paragraph. This indemnification obligation shall survive the expiration or revocation of the Agreement.

10. Company shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon the Use Area due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Company, either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the work. Company shall promptly pay when due all bills, debts and obligations incurred in connection with the work performed under this Agreement and shall not permit the same to become delinquent. Company shall not permit any lien, judgment, execution or adjudication of bankruptcy, arising out of this Agreement, which will in any way impair the rights of the Grantor's Property. Company hereby indemnifies and saves harmless the Grantor for the extent of any and all liability for payments, expenses, interests, and penalties resulting from the Company's failure to comply with this paragraph. This indemnification obligation shall survive the expiration or revocation of the Agreement.

11. Insurance:

- A. General Conditions: The Company shall secure, on or before the commencement of any construction and installation of the Facilities or any access on the Use Area, the following insurance covering all work and related activities under this Agreement. The Company shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer permitted or authorized to do business in Colorado and rated by A.M. Best Company as "A- VIII" or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, the Company shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the Grantor must be notified by the Company. The Company shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Company. The Company shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- B. Proof of Insurance: The Company shall provide a copy of this Agreement to its insurance agent or broker. Except as authorized by a permit previously issued to

the Company, the Company may not commence work under this Agreement prior to placement of coverage. The Company has delivered a certificate of insurance, in the form as set forth in **Exhibit C**, to this Agreement (an ACORD certificate), and hereby certifies that said certificate complies with all insurance requirements of this Agreement. The Grantor's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of any of the Grantor's rights under this Agreement. The Grantor's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- C. Additional Insureds: For Commercial General Liability, Business Auto Liability, and Contractors Pollution Liability, the Company's insurer(s), and any insurer of any subcontractors performing work under the authority of, or at the direction of the Company, shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- D. Waiver of Subrogation: For all coverages, the Company's insurer shall waive subrogation rights against the Grantor.
- E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities performing work under this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Company. The Company shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Company shall provide proof of insurance for all such subcontractors and subconsultants upon request by the Grantor.
- F. Workers' Compensation/Employer's Liability Insurance: The Company shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Company expressly represents to the Grantor, as a material representation upon which the Grantor is relying upon in issuing this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Company signs this Agreement.
- G. Commercial General Liability: The Company shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

- H. Business Automobile Liability: The Company shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the work under this Agreement. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
- I. Contractors Pollution Liability Including Errors and Omissions: If the transportation of hazardous material or regulated substances is not covered under the Business Automobile Liability above, the Company shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage, defense costs, cleanup costs, and completed operations.
- J. Excess Liability: The Company shall maintain Excess Liability coverage as specified in the Certificate of Insurance attached as **Exhibit C**.
- K. Additional Provisions:
1. For Commercial General Liability and Contractors Pollution Liability, the policies must provide the following:
    - a. That this Agreement is an Insured Contract under the policy;
    - b. Defense costs are outside the limits of liability;
    - c. A severability of interests or separation of insureds provision (no insured v. insured exclusion); and
    - d. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Grantor.
  2. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services required under this Agreement were provided to the Grantor, whichever is earlier.
  3. The Company shall advise the Grantor in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Company's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Company shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. **Defense & Indemnification.**

- A. Indemnification: The Company shall defend, indemnify, and hold harmless the

Grantor, their appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the exercise of this Agreement, any work performed or activities undertaken, or financial liability incurred by the Company in relation to this Agreement, and the occupancy or use of any portion of the Use Area, the Grantor's Property or any other Grantor-owned property ("**Claims**"), unless and until such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the Grantor. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the Grantor for any acts or omissions of the Company, either passive or active, irrespective of fault, including the Grantor's or the Grantor's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Grantor.

- B. Duty to Defend. The Company's duty to defend and indemnify the Grantor shall arise (i) at the time written notice of the Claim is first provided to the Grantor regardless of whether Claimant has filed suit on the Claim; and (ii) even if the Grantor is the only party sued by claimant and/or claimant alleges that Grantor's negligence or willful misconduct was the sole cause of claimant's damages.
- C. Payment of Costs and Expenses. The Company will defend any and all Claims which may be brought or threatened against the Grantor and will pay on behalf of the Grantor any reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Grantor shall be in addition to any other legal remedies available to the Grantor and shall not be considered Grantor's exclusive remedy.
- D. Not Limited by Insurance Coverage. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Company under the terms of this indemnification obligation. The Company shall obtain, at its own expense, any additional insurance that it deems necessary for the Grantor's protection.
- E. Survival. This defense and indemnification obligation shall survive the expiration or revocation of this Agreement.

13. Any authorized agent of the Grantor, including the Grantor Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at Grantor's election in paper or electronic form, any pertinent books, documents, papers and records related to the Company's performance pursuant to this Agreement, provision of any goods or services to the Grantor, and any other transactions related to this Agreement. The Company shall cooperate with Grantor representatives and Grantor representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Grantor Auditor shall be subject to government

auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Company to make disclosures in violation of state or federal privacy laws. The Company shall at all times comply with D.R.M.C. 20-276.

14. In connection with the performance duties under the Agreement, the Company agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

15. Nothing in any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Grantor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the Grantor against third parties by law.

16. All obligations of the Grantor under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the Grantor's City Council for the purposes of this Agreement and paid into the Treasury of the Grantor.

17. This Agreement incorporates all agreements between the parties as to the subject matter of this Agreement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document entitled "Electric Utility Land Use Agreement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

18. This Agreement shall be recorded in the real property records of the City and County of Denver, Colorado.

19. Unless otherwise set forth herein, costs to the Grantor, if any, under this Agreement are covered in the Cost Sharing Agreement, 12033 East 38<sup>th</sup> Avenue – Environmental Process letter, and the Company's customer packet for new electric distribution service to 12033 East 38<sup>th</sup> Avenue, Denver, Colorado. If a conflict exists, the noted agreements shall control over this Agreement.

**[Remainder of Page Intentionally Left Blank]**

**Contract Control Number:**  
**Contractor Name:**

FINAN-202371111-00  
PUBLIC SERVICE COMPANY OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

FINAN-202371111-00  
PUBLIC SERVICE COMPANY OF COLORADO

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

IN WITNESS WHEREOF, the Company has executed this Electric Utility Land Use Agreement as of the date below, effective as of the Effective Date.

**PUBLIC SERVICE COMPANY OF COLORADO**

By: 

Name: Adam R. Pena

Title: Manager, Siting and Land Rights

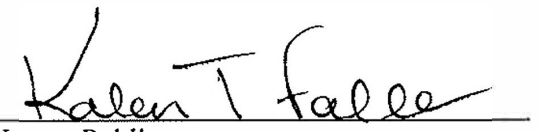
Date: November 2, 2023

STATE OF COLORADO,                    )  
  )ss.  
COUNTY OF Denver                    )

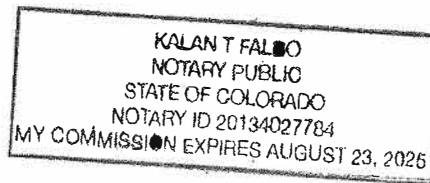
The foregoing instrument was acknowledged before me this 2nd day of October, 2023, by Adam Pena, Manager, Siting and Land Rights, Public Service Company of Colorado.

Witness my hand and official seal.

My commission 8/23/2025

  
Notary Public

SEAL



**EXHIBIT A  
(USE AREA DEPICTION)**



Sheet 1 of 2

**EXHIBIT A  
LICENCE AGREEMENT  
CITY & COUNTY OF DENVER PARCEL**

A parcel of land lying in the Southeast Quarter of Section 23, Township 3 South, Range 67 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, said parcel also being a part of Lot 2, Block 3 as shown on Upland West, Filing No. Two, said parcel being more particularly described as follows:

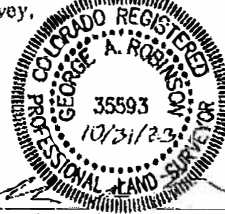
Beginning at the northeast corner of said Lot 2;

Thence S00°12'55"R, along the east line of said Lot 2, 20.00 feet;  
Thence S89°35'19"W, 40.00 feet;  
Thence S68°09'37"W, 27.37 feet;  
Thence N00°24'41"W, 30.00 feet to a point on the north line of said lot 2;  
Thence N89°35'19"E, 65.55 feet to the Point of Beginning.

Containing 1,438 square feet (0.033 acres), more or less.

For the purpose of this description, the basis of bearings is the north line of said Lot 2, being N89°35'19"E.

The author of this description is George A. Robinson, PLS 35593, prepared on behalf of Public Service Company of Colorado, 1123 West 3<sup>rd</sup> Avenue, Denver, CO 80223, on October 31, 2023, and is not to be construed as representing a monumented land survey.



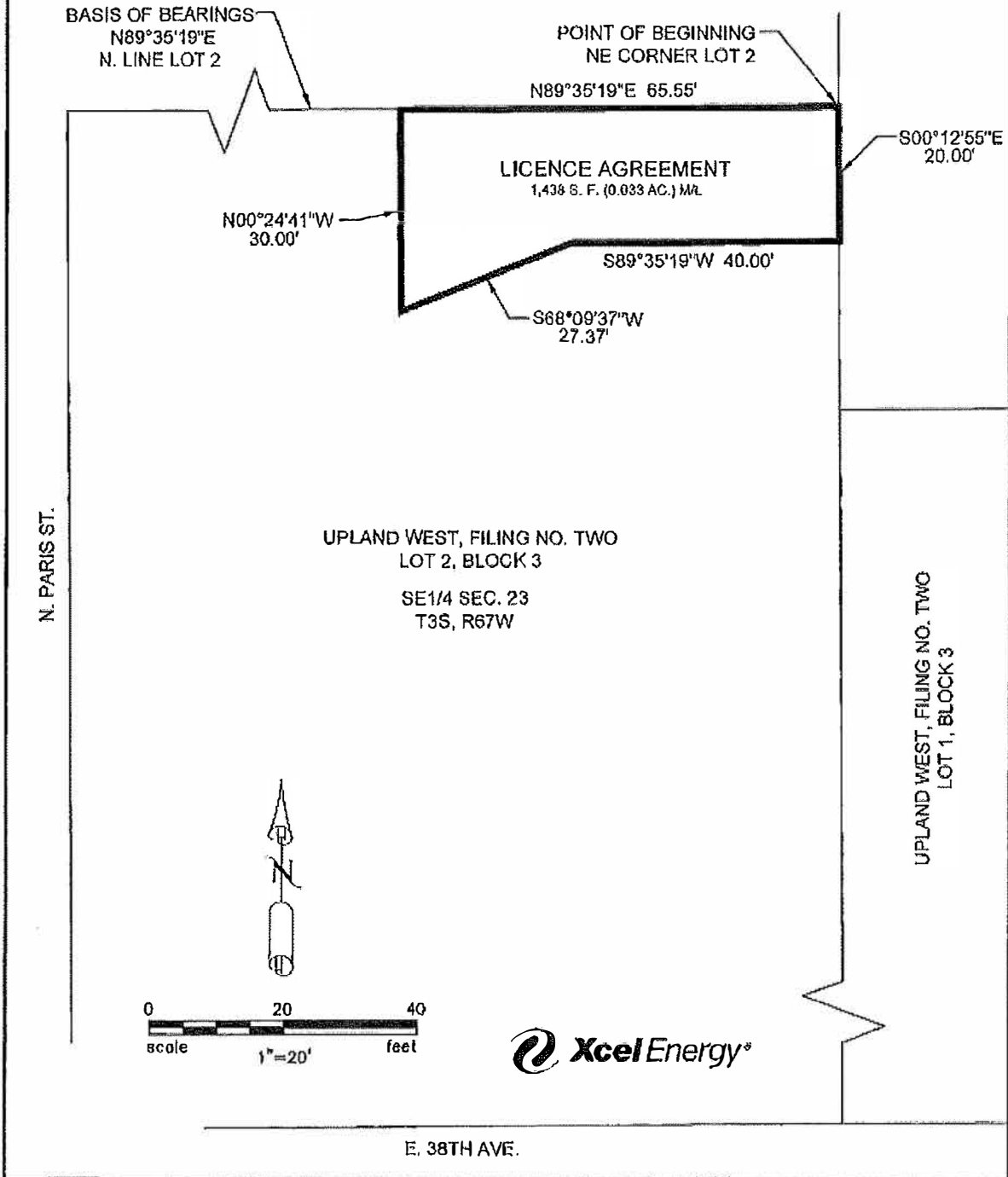
George A. Robinson, PLS 35593

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1123 West 3<sup>rd</sup> Ave., Denver, CO 80223

EXHIBIT A  
LICENSE AGREEMENT, CITY AND COUNTY OF DENVER PARCEL

SHEET 2 OF 2



**EXHIBIT B  
(CONSTRUCTION AREA)**



Sheet 1 of 3

**CITY & COUNTY OF DENVER TCE PARCEL**

A parcel of land lying in the Southeast Quarter of Section 23, Township 3 South, Range 67 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, said parcel also being a part of Lots 1 and 2, Block 3, as shown on Upland West, Filing No. Two, and also a part of that parcel of land described under reception Number 2013020766, all being found in the City and County of Denver Records, said parcel being more particularly described as follows:

Beginning at the northeast corner of said Lot 2, said corner also being on the west line of said parcel of land described under reception Number 2013020766;

Thence  $N00^{\circ}30'09''W$ , along said west line 79.74 feet to the northwest corner of said parcel of land described under reception Number 2013020766;

Thence  $N89^{\circ}37'53''E$ , along the north line of said parcel of land described under reception Number 2013020766, 70.66 feet;

Thence  $S00^{\circ}23'21''E$ , 124.86 feet to a point on the north line of said Lot 1;

Thence  $N89^{\circ}37'04''E$ , along said north line, 43.29 feet to a point on the west right-of-way line of Peoria Street;

Thence along the said west line the following two (2) courses:

1.  $S14^{\circ}26'12''W$ , 70.27 feet;
2.  $S13^{\circ}39'11''W$ , 5.16 feet;

Thence  $S89^{\circ}36'39''W$ , 160.06 feet;

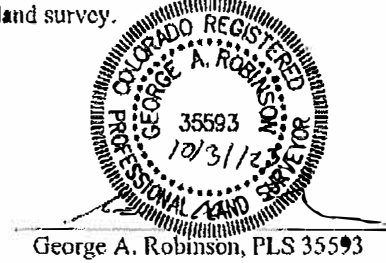
Thence  $N00^{\circ}24'41''W$ , 118.06 to a point on the north line of said Lot 2;

Thence  $N89^{\circ}35'19''E$ , along said north line, 65.55 feet to the Point of Beginning.

Containing 24,142 square feet (0.554 acres), more or less.

For the purpose of this description, the basis of bearings is the north line of said Lot 2, being  $N89^{\circ}35'19''E$ .

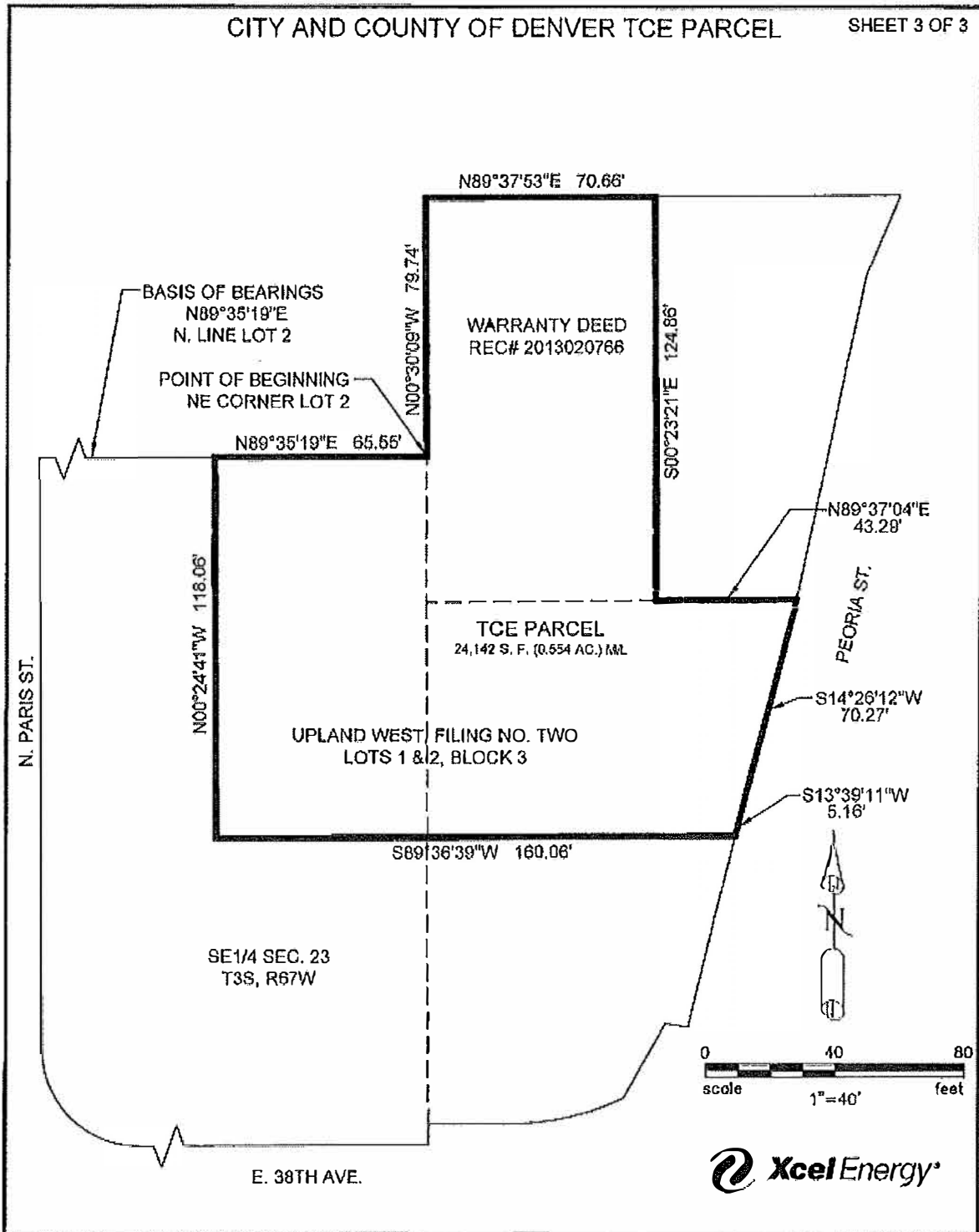
The author of this description is George A. Robinson, PLS 35593, prepared on behalf of Public Service Company of Colorado, 1123 West 3<sup>rd</sup> Avenue, Denver, CO 80223, on October 31, 2023, and is not to be construed as representing a monumented land survey.



George A. Robinson, PLS 35593

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1123 West 3<sup>rd</sup> Ave., Denver, CO 80223



**EXHIBIT C  
(INSURANCE CERTIFICATE)**

See attached.





# EXHIBIT C

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Company Inc., a Brown & Brown Company  80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323  <b>CONTACT NAME:</b> Dawn Heinemann or Tom Newhouse <b>PHONE (A/C No. Ext):</b> 612-333-3323 <b>E-MAIL ADDRESS:</b> dawn.heinemann@bbrown.com <b>FAX (A/C, No):</b> 612-373-7270
<b>INSURED</b> Xcel Energy Inc. Northern State Power Company; Public Service Company of CO and Southwestern Public Service Co. 414 Nicollet Mall, 401-4 Minneapolis, MN 55401	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> OLD REPUBLIC INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 24147

**COVERAGES**

CERTIFICATE NUMBER: 70066270

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to 2MM SIR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY5934723	11/01/23	11/01/24	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB2140623	11/01/23	11/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC11718823	11/01/23	11/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and County of Denver, its elected and appointed officials, employees and volunteers are additional insureds as respects the general liability policy where required by written contract, subject to the policy terms and conditions.

**CERTIFICATE HOLDER**

City and County of Denver  
Contractor Licensing  
  
201 W Colfax Ave.  
  
Denver, CO 80202  
  
USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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KBeatty  
70066270



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT NAME:</b> Tricia Brazil <b>PHONE (A/C No. Ext):</b> 800-852-5053 <b>FAX (A/C, No):</b> 501-210-4683 <b>E-MAIL ADDRESS:</b> tricia.brazil@stephens.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Associated Electric &amp; Gas Insurance Ser., Ltd</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Associated Electric & Gas Insurance Ser., Ltd		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Xcel Energy Inc., Northern States Power Company; Public Service Company of CO and Southwestern Public Service Co. 414 Nicollet Mall 4th Floor Minneapolis MN 55401														

**COVERAGES**

CERTIFICATE NUMBER: 76742995

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> RETENTION \$Per Policy		<input checked="" type="checkbox"/>	XL5147612P Excess Liab, Employers, Auto & Pollution Liab	10/18/2023	10/18/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$As Per Policy \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**CERTIFICATE HOLDER**
 City and County of Denver  
 Contractor Licensing  
 201 W Colfax Ave.  
 Denver CO 80202
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Fortner

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