

## SECOND AMENDMENT TO STEAM SERVICE AGREEMENT

This Second Amendment to the Agreement for Steam Service (“Second Amendment”) is made by and between Public Service Company of Colorado, a Colorado corporation (“Supplier”), and the City and County of Denver, a municipal corporation of the State of Colorado (“Customer”). This Second Amendment shall be effective on the date set forth on the City and County of Denver’s signature page (“Effective Date”).

WHEREAS, Customer and Supplier are parties to a steam service agreement dated January 2, 2001 under which Supplier has agreed to provide, and Customer has agreed to purchase, steam service from Supplier’s district steam plant and steam distribution system in downtown Denver, Colorado;

WHEREAS, by amendment dated June 22, 2010, Customer and Supplier agreed to amend the January 2, 2010 steam service agreement to change the term and pricing provisions applicable under such steam service agreement. Collectively, the January 2, 2010 steam service agreement and the June 22, 2010 amendment are referred to as the “Agreement”;

WHEREAS, as part of Customer’s plans to construct an expansion of the roof-top of the Colorado Convention Center (“Roof-Top Expansion”), Customer desires to purchase and Supplier desires to supply steam service to the Roof-Top Expansion; and

WHEREAS, while Supplier can provide steam service to the Roof-Top Expansion pursuant to the rates terms and conditions of the Agreement, the Agreement must be amended in order for Supplier to design, construct and install an additional steam line and other equipment to connect the Supplier’s steam distribution system to the Roof-Top Expansion.

NOW WHEREFORE in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. Section 1.5 of Article I is deleted in its entirety and replaced with the following:

“1.5        “CCC Energy Transfer Station” means the equipment, including three or more steam to hot water heat exchangers and a domestic hot water heater to be provided by Supplier between Supplier’s steam distribution system and Customer’s Internal Heating System at the CCC. The CCC Energy Transfer Station shall include the energy transfer station for the Roof-Top Expansion which shall be located in a Customer-provided Mezzanine Level Mechanical Room.”

3. Section 1.10 of Article I is deleted in its entirety and replaced with the following:

“1.10       “Delivery Points” means the connection between Supplier’s steam distribution system and Customer’s Internal Heating System at the inside building wall at the CCOB, the outlet connections of the heating water heat exchangers and domestic hot water heater at the

CCC, for the CCC Roof-Top Expansion the outlet connections of the heating water heat exchanger and, if Customer elects to include the Art Museum Expansion under the terms of this Agreement pursuant to Section 2.1(b), the existing point of interconnection between Supplier's steam distribution system and Customer's steam distribution system at 251 West 14th Avenue for the Art Museum Expansion."

4. Section 1.13 of Article I is deleted in its entirety and replaced with the following:

"1.13 "In-Service Date" means, as to each of the Buildings, such date when Supplier's facilities required to serve that Building are complete and operational and steam service is first used for that Building. The In-Service Date for the Roof-Top Expansion shall be thirty-six (36) weeks after Customer completes construction of the Mezzanine Level Mechanical Room, currently scheduled for completion on or before August 4, 2022."

5. A new Section 1.141 is added to Article I of the Agreement as follows:

"1.141 "Mezzanine Level Mechanical Room" means the Customer-provided Mezzanine level mechanical room in the CCC located at gridlines M and 5 as shown on drawing M1-750 dated November 16, 2020 and attached as Schedule C."

6. A new Section 1.151 is added to Article I of the Agreement as follows:

"1.151 "Roof-Top Expansion" means Customer's expansion of the CCC anticipated to be completed in or before the month of December of 2023."

7. Section 3.1(a) of Article III is deleted in its entirety and replaced with the following:

"3.1 Supplier's Facilities. (a) Supplier will be responsible for: (i) installing, in the existing CCC boiler room, steam to hot water heat exchangers and domestic hot water heaters sufficient to serve the CCC and CCC Expansion, (ii) to serve the Roof-Top Expansion by installing an intermediate pressure steam line from the existing boiler room across the CCC roof to the provided Mezzanine Level Mechanical Room and two hot water heat exchangers each rated at 10,250 MBH, as more specifically described in Schedule B, (iii) installing a steam service line through the foundation wall of the CCOB to connect to the CCOB, and (iv) installing a bypass line at the existing point of delivery from Supplier's steam distribution system to Customer's system to allow for backup steam service to the Denver Public Library, the Art Museum and the Art Museum Expansion for use when the remainder of Customer's system is out of service for maintenance. Customer will provide all assistance reasonably requested by Supplier to allow Supplier to install the Interconnection Facilities and all other service and metering equipment in accordance with this Agreement. Some or all of the facilities required to serve the CCC may be installed by separate agreement between Supplier and Customer under the authority of the Tariff prior to execution of this Agreement in order to meet schedule requirements. All such facilities will be deemed to have been installed under this Agreement."

8. A new Section 3.5 is added to Article III of the Agreement as follows:

“3.5 Contribution in Aid of Construction for Facilities Necessary to Provide Steam Service to the Roof-Top Expansion. For the facilities necessary to provide steam service to the Roof-Top Expansion, which are more specifically described in Schedule B, Customer agrees to pay Supplier in two separate installments for the design and construction of such facilities. The first installment shall be for Supplier’s costs to design the facilities. The second installment shall be for Supplier’s costs to construct the facilities. Customer or its authorized agent shall pay the first installment in the amount of One Hundred Ninety-Five Thousand Four Hundred Fifty-Two Dollars and No Cents (\$195,452.00) on or before April 15, 2021 or thirty (30) days after the Effective Date of this Second Amendment, whichever is later. Supplier shall then construct the facilities for a not to exceed amount of Eight Hundred Twenty-Eight Thousand Eight Hundred Eighty-Seven Dollars and No Cents (\$828,887.00). Upon completion of construction of the facilities, Supplier shall provide Customer a payment breakdown, by category, of the not to exceed amount. Supplier shall also provide Customer with a second breakdown, by category, of the actual costs incurred to construct the facilities plus the associated markups. Supplier’s second invoice to Customer for the second installment payment shall be the lesser of the actual costs incurred to construct the facilities, plus the associated markups, or the not to exceed amount of Eight Hundred Twenty-Eight Thousand Eight Hundred Eighty-Seven Dollars and No Cents (\$828,887.00). Customer or its authorized agent shall pay such invoice thirty (30) days after Customer’s receipt of such invoice from Supplier.”

9. Schedule B shall be replaced in its entirety with the new Schedule B attached hereto and incorporated herein by reference.
10. A new Schedule C, attached hereto and incorporated herein by reference, shall be added to the Agreement and placed after Schedule B.
11. Other Terms and Conditions.
  - a. Effect of Second Amendment. The Agreement remains in effect in accordance with its terms. If there is any conflict between the Agreement and this Second Amendment, this Second Amendment shall control.
  - b. Entire Agreement. This Second Amendment and the Agreement constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.
  - c. Captions, Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Second Amendment or the Agreement. Any term and provision of this Second Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Second Amendment, and none of the provisions hereof shall be construed against one

Party on the ground that such Party is the author of this Second Amendment or any part hereof.

- d. Counterparts. This Second Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A manually signed copy of this Second Amendment, or a copy of this Second Amendment signed with an electronic or digital signature, delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Second Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Second Amendment.
- e. Any Amendments or Modifications. This Second Amendment may only be amended or modified in writing signed by both the Parties.
- f. City Approvals. This Second Amendment will not be effective or binding on Customer until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

*[Signature Pages to Follow]*

**Contract Control Number:** GENRL-202158745-00 [CE0Y098-02]  
**Contractor Name:** 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:**

GENRL-202158745-00 [CE0Y098-02]  
PUBLIC SERVICE COMPANY OF COLORADO

DocuSigned by:  
*Alice Jackson*  
By: F60AEAFD0BB543C...

Alice Jackson  
Name: \_\_\_\_\_  
(please print)  
President  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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

## SCHEDULE B

### Description of Equipment and Facilities

#### Description of Equipment to be Installed

at

#### Colorado Convention Center

Supplier shall connect steam service to Supplier's Intermediate Pressure (IP, approximately 100-140 psig) line and then run the service line underground to the wall of the existing Convention Center, then route the line inside the building to the existing boiler room.

The metering run, downstream of the house valve, may consist of high flow and low flow legs.

One or more pressure reducing valves, equipped with inlet strainers and with isolation and bypass valves for maintenance, will reduce the steam pressure to the 20-30 psig range. A control valve, over which the customer will have control, will adjust the steam flow to the heating system heat exchangers.

Pipe connections and valves will be provided to allow for the extraction of steam by Customer for Customer's use both upstream of the pressure reducing valve and at the inlet of the heating system heat exchangers.

A minimum of 25 million BTU/hx of heat exchanger capacity for the heating water system will be installed for the fully expanded Convention Center in a minimum of three units with additional heat exchanger capacity to be installed as needed to serve the actual heating requirements. The condensate discharged from the heating water heat exchangers will be routed through a sub-cooler to eliminate flash steam, sub-cool the condensate and improve the economy of operation.

Heating water pumping capacity will be increased to serve the expansion by some combination of upgrading the capacity of the existing pumps and/or installing additional pumps. Following the pumping capacity increase, all pumps will possess similar pumping characteristics with n+1 redundancy.

An instantaneous type domestic hot water heater with condensate economizer will be provided with a minimum sustained capacity of 80 gallons per minute of 140-degree hot water with additional heat exchanger capacity to be installed as needed to serve the actual water heating requirements. The discharge of all steam system traps required to be in operation when the heating system is off will be routed to the hot water heater economizer.

All devices exposed to steam will be rated for a minimum of 150 psig. Overpressure protection discharging out through the boiler room roof and set at approximately 140 psig will be provided on the domestic hot water heater and on the common inlet to the heating system heat exchangers.

Customer will have control of heating water and domestic hot water pressure. Customer will also have control of heating water temperature, but this temperature will be able to be set at a minimum of 180 degrees Fahrenheit while the building is drawing 25 million BTU/hr of heating energy.

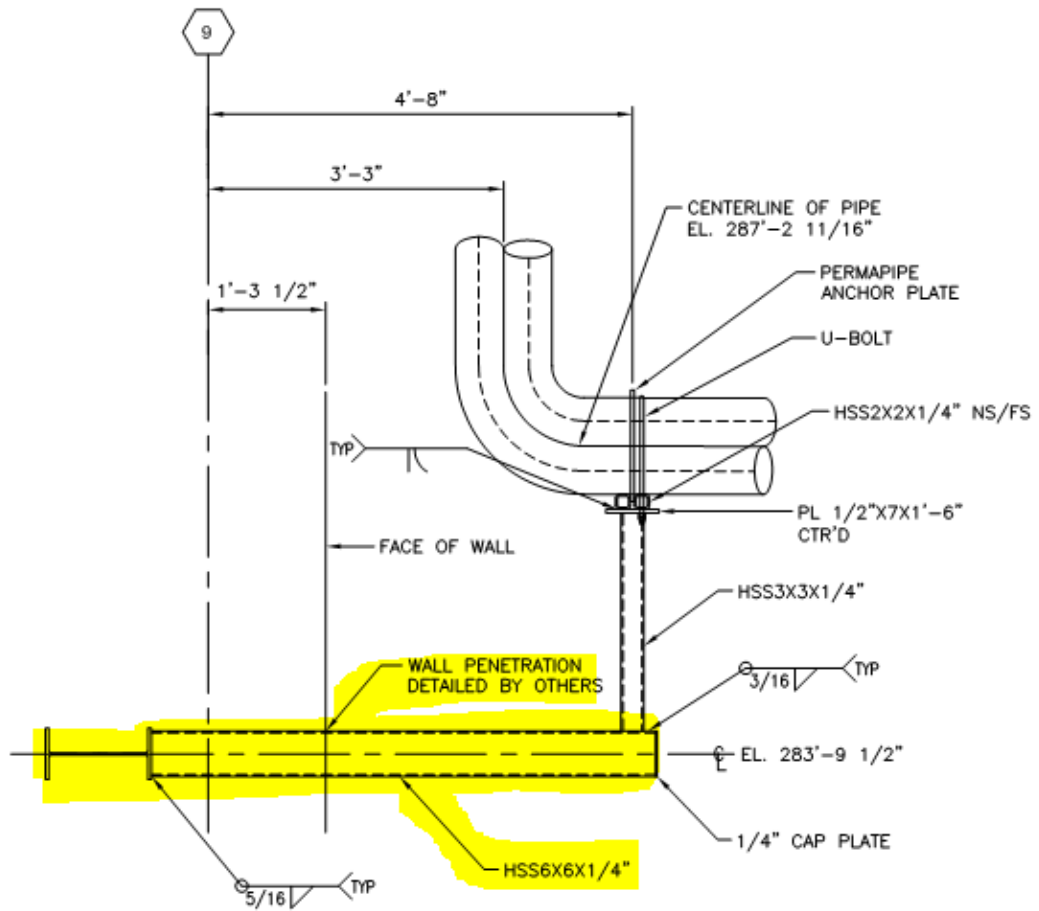
## Description of Equipment to be Installed to Serve the Roof Top Expansion of the Colorado Convention Center

- A six inch (6") steam line for Supplier's Intermediate Pressure (100 – 140 psi) line located in the existing mechanical room to the Mezzanine Level Mechanical Room (up to a maximum of 900 ft.).
- The steam line will be insulated and will be protected in a carrier pipe, a Perma-Pipe prefabricated system.
- The steam line with appropriate expansion joints/loops will be run 1 – 2 ft. above Customer's roof on a route from the existing boiler room to the Mezzanine Level Mechanical Room that is mutually acceptable to Customer's and Supplier's design teams.
- The following equipment will be furnished and installed by Supplier in the Mezzanine Level Mechanical Room.
  - Two parallel Pressure Reduction Valves which will reduce Suppliers Intermediate Pressure steam to low pressure steam (15 psi or less).
  - One control valve, which the Customer will control, to adjust the steam flow to the heating system heat exchangers.
  - Appropriate primary side supporting equipment such as, but not limited to, safeties, inlet strainer, isolation valves, and bypass valve (bypass valve for maintenance purposes only).
- Two shell and tube heat exchangers each rated for 10,250 MBH
- Supplier will include an evaporator condenser to be mounted on the roof with the discharge (cooled condensate, 140 Degrees F or below) draining into Customer's roof top drain. Supplier will require a 240 volt 30 amp source of electrical power to operate a fan on the condenser. This electrical power is to be furnished by Customer. A temperature sensor will also be provided by Supplier to monitor the discharge from the evaporator condenser. Customer's contractor will install the sensor and add the sensor's output to the Customer's control system. Customer's operating team is to immediately contact Supplier's team for any necessary repair if the sensor records temperatures above a predetermined temperature.
- Customer's team is to provide a cantilever beam off the Truss chord at Grid line 9 approximately 3'-9" south west of grid line M, where the steam line scales the Mezzanine Level Mechanical Room. Cantilever Beam to be material HSS 6X6X1/4. Final loads to be provided by Supplier to customer during construction." Ongoing maintenance of this cantilever beam is be provided by Customer. Please see the diagram below for details on the cantilever beam



support, which are highlighted in yellow.

SCALE: 3/4" = 1'-0"



Steam Service Line Specifications  
and  
Customer Equipment Recommendations  
for  
Civic Center Office Building

Steam service to the Civic Center Office Building will be routed from Supplier's low pressure (LP, approximately 15-30 psig) steam main on 16th Street, through the Adam's Mark parking garage beneath Court Place by means of an easement to be obtained through the offices of the City and County of Denver. The 8-inch service will enter the building from Court Place or 15th Street at a location to be negotiated with the developer.

Supplier will furnish metering equipment to be physically installed by Customer's contractor. The metering run will be 6-inch size and will require a straight piping length of approximately 15 feet (20 diameters upstream, 5 downstream).

It is recommended that Customer size steam control valves to pass full design flow at 15 psig entering pressure since the pressure in Supplier's steam distribution system may fall this low under high load conditions. It is further recommended that all equipment in Customer's building in contact with steam be rated at a minimum of 50 psig, and that Customer's control valves be able to operate against this pressure, since this is the maximum design pressure in Supplier's LP steam system.

A pressure reducing valve is not recommended because it serves no real purpose and it introduces unnecessary cost and unnecessary pressure drop under high flow conditions.

Specifications for Installation of Supplier's Facilities  
and  
Recommendations for Installation of Customer's Facilities  
at  
Denver Art Museum Expansion

Supplier will install a 4-inch bypass line and isolation valve from a point upstream of Customer's first inlet valve at the point of delivery between Supplier's steam distribution system and Customer's steam distribution system to a point on the line within Customer's system serving the Denver Public Library. This bypass line will allow Supplier's system to supply steam to the Denver Public Library with the rest of Customer's system out of service for maintenance.

It is strongly recommended that Customer, in conjunction with the construction of the Denver Art Museum expansion, tie the low pressure steam systems within the Denver Public Library and the Denver Art Museum together through the loading dock area of the Library. The Denver Art Museum expansion would then be served from this tie line. Connecting the three buildings in this fashion would greatly increase the reliability of the steam systems in these buildings since it would a) allow the pressure reducing valves serving the Library and the Museum to back up the other in case of failure or maintenance, and b) allow Supplier's steam distribution system to serve these buildings whenever other parts of Customer's steam distribution system must be taken out of service for maintenance.

Supplier will provide, for installation by Customer, a steam meter for installation in the steam line serving only the Denver Art Museum Expansion.

## **SCHEDULE C**

to Steam Service Agreement between Public Service Company of Colorado, a Colorado corporation (“Supplier”), and the City and County of Denver, a municipal corporation of the State of Colorado (“Customer”) dated January 2, 2001.

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