

**THIRD AMENDMENT
TO STEAM SERVICE AGREEMENT**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR STEAM SERVICE 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” or “City”), collectively, “the Parties”. This Third 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; and

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 agreement; and

WHEREAS, by second amendment dated August 21, 2021, Customer and Supplier agreed to amend the January 2, 2010 steam service agreement to address the addition of a steam line and other equipment to connect the Supplier’s steam distribution system to the Customer’s roof-top expansion of the Colorado Convention Center. Collectively, the January 2, 2010 steam service agreement, the June 22, 2010 amendment, and the August 21, 2021 amendment are referred to as the (“Agreement”).

WHEREAS, there were changes in scope during construction of Customer’s roof-top expansion, and this Third Amendment addresses the increased costs that resulted from such changes.

NOW WHEREFORE in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. **Article III** of the Agreement entitled “**INSTALLATION OF SUPPLIER’S FACILITIES; CONNECTION OF SYSTEM; METERS**”, subsection 3.5. entitled “**Contribution in Aid of Construction for Facilities Necessary to Provide Steam Service to the Roof-Top Expansion.**” is hereby deleted in its entirety and replaced with:

“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.

3.5.1 The first installment shall be for Supplier’s costs to design 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 the Second Amendment, whichever is later.

3.5.2. The second installment shall be for Supplier's costs to construct the facilities. Supplier shall construct the facilities for a not to exceed amount of Nine Hundred Fifty-Four Thousand Three Hundred Sixteen Dollars and No Cents (\$954,316.00). 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 Nine Hundred Fifty-Four Thousand Three Hundred Sixteen Dollars and No Cents (\$954,316.00). Customer or its authorized agent shall pay each invoice thirty (30) days after Customer's receipt of such invoice from Supplier.

3. **Article XII** of the Agreement entitled "**GENERAL PROVISIONS**", subsection 12.1. entitled "Notices." is hereby deleted in its entirety and replaced with:

"12.1. Notices. All notices or other communications required or permitted hereunder will be in writing and will be deemed given or delivered (i) the day delivered when delivered personally, (ii) 3 days after mailing when sent by registered or certified mail or by private courier and (iii) 1 day after sending when sent by courier via commercial overnight delivery service, addressed as follows:

If to Customer, to:

City and County of Denver
Attention: Director of Utilities
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202

Office of the Mayor
350 City and County Building
1437 Bannock St.
Denver, CO 80202

If to Supplier, to:

Public Service Company of Colorado
Attention: Director of Thermal Energy
1800 Larimer Street, Suite 1100
Denver, CO 80202

or to such other address as such party may indicate by a notice delivered to the other party hereto."

4. **Article XII** of the Agreement entitled "**GENERAL PROVISIONS**", subsection 12.10. entitled "No Discrimination in Employment." is hereby deleted in its entirety and replaced with:

"12.10. No Discrimination In Employment. In connection with the performance of work under the Agreement, the Supplier may not 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. The Supplier shall insert the foregoing provision in all subcontracts in connection with the performance of work under the Agreement.”

5. **Article XII** of the Agreement entitled “**GENERAL PROVISIONS**”, subsection 12.12. entitled “**Examination of Records and Audits.**” is hereby added to the Agreement as follows:

“12.12. **Examination of Records and Audits:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records of Supplier related to Supplier’s performance pursuant to this Agreement or related to the provision of any goods or services to the City related to this Agreement. Supplier shall cooperate with City representatives and City 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 City 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 Supplier to make disclosures in violation of state or federal privacy laws. Supplier shall at all times comply with D.R.M.C. 20-276.”

6. **Article XII** of the Agreement entitled “**GENERAL PROVISIONS**”, subsection 12.13. entitled “**Compliance with Denver Wage Laws.**” is hereby added to the Agreement as follows:

“12.13 **Compliance with Denver Wage Laws:** To the extent applicable to the Supplier’s provision of Services hereunder, the Supplier shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Supplier expressly acknowledges that the Supplier is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Supplier, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

7. All references in the original Agreement to **Schedule B** and **New Schedule B** now refer to **Schedule B**, **New Schedule B**, and **Schedule B-1**. **Schedule B-1** is attached and incorporated by reference herein.

8. Other Terms and Conditions.

- a. Effect of Third Amendment. The Agreement remains in effect in accordance with its terms. If there is any conflict between the Agreement and this Third Amendment, this Third Amendment shall control.
- b. Entire Agreement. This Third 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 Third Amendment or the Agreement. Any term and provision of this Third Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Third Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Third Amendment or any part hereof.
- d. Counterparts. This Third 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 Third Amendment, or a copy of this Third 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 Third 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 Third Amendment.
- e. Any Amendments or Modifications. This Third Amendment may only be amended or modified in writing signed by both the Parties.
- f. City Approvals. This Third Amendment to Steam Service Agreement 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.

9. As herein amended, the Agreement is affirmed and ratified in each and every particular.

10. This Third Amendment to Steam Service Agreement will not be effective or binding on the City 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: GENRL-202369893-03 [CE0Y098-03]
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-202369893-03 [CE0Y098-03]
PUBLIC SERVICE COMPANY OF COLORADO

By: DocuSigned by:
Robert S. Kenney
F2C4AE75000748E... _____

Name: Robert S. Kenney
(please print)

Title: President, Xcel Energy, Colorado
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCHEDULE B-1 (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.

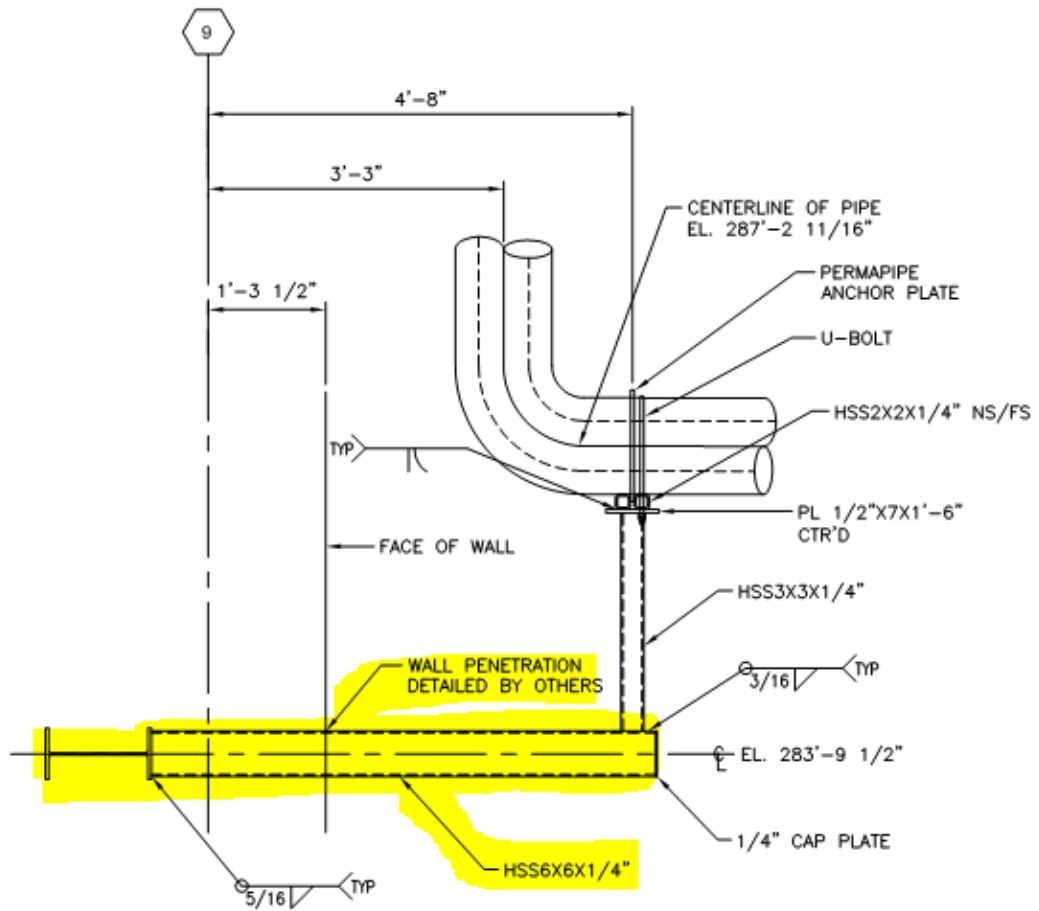
Customer will have control of heating water and domestic hot water pressure. Customer will also have control of heating water temperature, but this temperature will be able to be set at a minimum of 180 degrees Fahrenheit while the building is drawing 25 million BTU/hr of heating energy.

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.



Change Request Form

BILL TO:

Xcel Energy
1800 Larimer St, Ste 400
Denver, CO 80202

JOB ADDRESS:

Colorado Convention Center
700 14th St
Denver, CO 80202

TOLIN JOB #: **P11549**

DATE: **30 August 2023**

CHANGE REQUEST #: **01 B**

PROJECT NAME: **COLORADO CONVENTION CENTER EXPANSION**

SCOPE OF WORK:

- Provide / install (2) sets of rooftop piping crossover stairs with handrails **\$40,268**
- Material handling incurred due to convention elevator scheduling
- Overtime required for Saturday tower crane picks, bid originally as straight time **\$37,806**
- Overtime required to work around convention schedule at B Hall
(Credited for straight time hours as originally bid)
- Labor & Material to provide pipe spools to correct Expansion roof pipe elevations
- Labor to relocate roof stand for Expansion roof fan due to conflict **\$2,816**
- Labor for multiple layout / relocates for pipe stands in Expansion Mech Room **\$2,816**
- Rework pipe stand roof anchor @ Column line 30 Type C-IV at roof seam **\$10,135**
- Condensate cooler / flash tank at Mezzanine mech room **\$21,446**
- Rooftop condensate cooler control wiring add **\$5,142**
- Roofing changes for pipe stands at XP roof **\$5,000**

EXCLUSIONS:

Per contract docs

Original Contract Amount	\$ 1,090,475
Previous Change Request(s)	\$ -
Amount of this Change Request	\$ 125,429
Total Adjusted Agreement Amount	\$ 1,215,904

PLEASE SEND THIS
APPROVAL FORM TO
ALEX NELSON
anelson@tolin.com

APPROVAL: _____

DATE: _____

Original Agreement Terms and Conditions are to remain in effect unless otherwise indicated above

