

AGREEMENT

This agreement is made and entered into this _____ day of July _____, 2015, by and between The City of Brighton, hereinafter referred to as Developer, and Public Service Company of Colorado, a Colorado Corporation, hereinafter referred to as PSCo, and concerns the relocation and/or modification of approximately one thousand, three hundred (1,300) feet of six-inch, steel, natural gas pipeline, as found in Northeast one-quarter of Section 9, Township 1 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado and located within an easement granted to said PSCo by that instrument recorded December 14, 1993 in Book 4215 at Page 920 being now the proposed alignment of Tower Road south of Bridge Street.

STATEMENT OF WORK

In order to accommodate the construction of the westerly one-half of Tower Road, presently classified as a minor arterial street, at the sole expense of Developer, PSCo shall furnish or cause to be furnished, all equipment, labor, and materials necessary to reconstruct certain portions of the said pipeline in accord with the proposed horizontal and vertical alignment for Tower Road and within PSCo's easement necessary to achieve a minimum cover of three feet to top of pipe from finish grade; except, Developer will, at no charge, provide to PSCo, copies of CAD files in electronic form (on CD/DVD, if files prove too large to transmit to PSCo electronically) containing alignment and survey mark control data, collectively Survey Data, as shown on Exhibit A attached hereto and incorporated herein. This work is referred to as the "Project."

COMPENSATION

Developer shall compensate PSCo for all costs of the Project, including, but not limited to, the cost of engineering the Project, the cost of labor, materials, loss of revenue, and any other losses which may be suffered by PSCo to the extent that those losses are a direct or proximate result of the work specified herein, and not the result of PSCo's negligence. The estimated cost of the Project is four hundred ten thousand dollars (\$410,000). This amount is due upon execution of this agreement, and shall be paid to PSCo before commencement of the construction of the Project. Necessary changes in the scope of the Project may result in a difference between the estimate and the actual cost of the Project.

PSCo shall account for costs, using PSCo's method of charging costs of jobs as approved by the Colorado Public Utilities Commission (PUC). Upon completion of the work, PSCo shall provide a "Statement of Charges" to Developer, which will contain an itemization of all actual costs charged to the Project. If the total cost of the construction is less than the estimated amount for the Project, the balance shall be returned to Developer on or before one hundred twenty (120) days following completion of the work.

If the total cost of the construction exceeds the estimated amount for the Project, Developer agrees to compensate PSCo for the excess amount. Full payment by Developer for the Project shall be made within thirty (30) working days upon receipt of the "Statement of Charges."

In the event Developer abandons its plan for the Project, for any reason whatsoever, this agreement shall terminate. Upon termination, Developer shall reimburse PSCo for any and all expenses incurred by PSCo pursuant to this agreement, including site cleanup and any necessary restoration of PSCo's facilities and right-of-way. PSCo shall provide a "Statement of Charges" to Developer, which will contain an itemization of all actual costs incurred due to the termination. The same provisions above shall apply if the total cost is less than or exceeds the estimated amount for the Project.

PERFORMANCE OF WORK

In consideration of the compensation referred to above, PSCo and Developer mutually agree to the following:

PSCo shall complete the work necessary to relocate said six-inch pipeline as stated above and, if Survey Data is provided as stated above, agrees to provide its own resources to stake the new segments of pipeline, including any restoration of PSCo's facilities and right-of-way in a safe, efficient, and economical manner as conditions permit, giving due regard to soil and weather conditions, and other matters affecting the construction which are beyond the reasonable control of PSCo.

Developer shall prepare certified legal descriptions and drawings as deemed necessary by PSCo for easement(s) for the new facilities throughout the entire area of Developer's property or adjacent property as needed, and shall grant such easements(s) to PSCo or obtain the same in favor of PSCo in the form shown on Exhibit B attached hereto and incorporated herein. Such grant(s) shall be made to PSCo before commencement of the construction of the Project.

PSCo and Developer shall coordinate the work in order to avoid conflict with any other contractors who may be working in the immediate area. Developer agrees that no construction will interfere with or detour the progress of the Project.

Developer shall cooperate with PSCo to obtain such permission and permits as may be necessary to accomplish the Project.

Developer agrees and understands that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the right-of-way, Developer has been fully advised by PSCo that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Developer shall advise all of its employees, agents, contractors, and other persons who enter upon the right-of-way, pursuant to the provisions of this agreement, of the existence and nature of such natural gas facilities and the danger and risk involved.

Developer has been fully advised by PSCo that the natural gas facilities of PSCo, if located on the right-of-way, may be subject to cathodic protection by rectifier and related anode beds. PSCo shall not be liable for stray current or interfering signals induced in the right-of-way as a result of the operating of PSCo's cathodic protection system.

Developer agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the right-of-way, Developer has been fully advised by PSCo that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Developer shall advise all of its employees, agents, contractors, and other persons who enter upon the right-of-way, pursuant to the provisions of this agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

As used in this agreement, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

As used in this agreement, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

To the extent permitted by law, Developer covenants and agrees to at all times protect, indemnify, hold harmless, and defend PSCo, its directors, officers, agents, employees, successors, assigns, parents,

subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this agreement; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric power generation, transmission, or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities; or (3) Developer's or any other person's presence at the right-of-way as a result of or related to this agreement.

Developer's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

Claims asserted by any person or entity, including, but not limited to, employees of Developer or its contractors, subcontractors, or their employees;

Claims arising or alleged to be arising in any way out of the existence at or near the right-of-way due to this agreement of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials; (5) any Hazardous Materials, regardless of origin; or

Claims arising from, or alleged to be arising in any way from, the acts or omissions of Developer, its sublessees, invitees, agents, or employees.

By agreeing to indemnification hereunder, Developer does not waive any provisions of the Colorado Governmental Immunity Act.

This agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as allowed herein.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO

By: Richard J. Grady

Agreed to and accepted by Developer this _____ day of _____, 2015.

The City of Brighton, a Colorado municipal corporation
NAME OF DEVELOPER

NAME AND TITLE OF SIGNEE (Type or Print)

SIGNATURE

500 S 4th Avenue
Street Address

Brighton, CO 80601
City, State Zip

(303) 655-2000
Area Code and Telephone Number



Exhibit A

Lucero – Updated 7/13/15

Gas Project Summary Page

Operating Company: PSCo
Project Engineer: Richard Lucero

Project Summary:

- ❖ Relocation of ~1300' of 6" MW IP main in order to prevent damage to gas main during paving/widening of Tower Rd between Southern St and Bridge St.
- ❖ IP main is currently in PSCo easement and will be relocated within easement.
- ❖ Stationing is on same basis as improvement plans for Tower Road, as prepared for the City of Brighton.
- ❖ All five gas mains shall be at least 2 ½' away from any road work.
- ❖ Drawing to the right is not to scale.

Assumptions:

- ❖ Gas main is on the IP system and has an MAOP of 150 PSIG. Normally runs at a pressure of 145 PSIG.

Current Estimate: \$410,000



