Colorado

Clear form

Xcel Energy – Application for Residential Electric and/or Gas Service

Note: If you are a homeowner, please encourage your contractor to complete and submit this application on your behalf. Information gaps will cause delays in processing.

*Required field

Date _____ Link for online application: https://my.xcelenergy.com/BuildingRemodeling/s/

Service address where work is to be completed*_____

City*_____ State* _____ ZIP* _____

Type of work requested*

☐ New service ☐ Overhead to underground conversion ☐ Upgrade existing service ☐ Relocate existing service ☐ Electric Vehicle Charging Station

What type of service do you need?* ☐ Overhead electric ☐ Underground electric ☐ Gas

Will you require a temporary electric service? ☐ Yes ☐ No If yes, it is: ☐ Overhead ☐ Underground

Service load info? Voltage_____ Amps_____ Phase _____ Gas BTU _____ Gas delivery pressure _____

Do you have any of the following? ☐ Solar ☐ Wind ☐ Geo thermal ☐ Tankless water heater

What is your primary heating source?* ☐ Gas ☐ Electric ☐ Other _____

When do you expect to be ready for service? (Install dates are subject to process/inspection approvals)*
Please note, the typical timeline for permanent service installations is at least 4 weeks.

Month_____ Day _____ Year _____

Do you have any additional details to add such as meter location, site specifics, etc.?

Who will be paying the energy bill once the meter is set?*

Name* _____

Phone* _____ Email* _____

Address*_____

City*_____ State* _____ ZIP _____

Who will be the primary contact during construction of this project?*

☐ Same as above contact

Name* _____ Job title* _____

Phone* _____ Email* _____

Address*_____

City*_____ State* _____ ZIP _____

Xcel Energy
Builders Call Line: 800-628-2121

Submit Application to the applicable email below:

NSPW (Wisconsin & Michigan): BCLWI@xcelenergy.com
NSPM (Minnesota, North Dakota & South Dakota: BCLMN@xcelenergy.com
PSCO (Colorado): BCLCO@xcelenergy.com
SPS (Texas & New Mexico): BCL-TXNM@xcelenergy.com

Terms and Conditions – Colorado

BY AGREEING TO THESE TERMS, APPLICANT AGREES AND ACKNOWLEDGES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THIS SERVICE.

The Agreement is subject to Company's Electric Service Distribution Extension Policy and to the entirety of the Company's electric Tariff, as amended from time to time.

Subject to conditions set forth below, a Residential Service Lateral Extension (Electric) that is 100 feet in length or less will be charged $517.00 for all Standard Construction Costs (defined below), less a Construction Allowance of $150.00, for a total of $367.00. The cost per foot for lengths in excess of 100 feet for Standard Construction Costs is $5.87 per foot. Additional surcharges may also be assessed as set forth herein.

Residential Service Lateral Agreement (Electric) – Terms and Conditions

The Terms and Conditions ("Terms") set forth below, together with the project-specific information included in Applicant's application ("Project Information") constitutes a Residential Service Lateral Agreement – Electric (the "Agreement") by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the "Company") and the Applicant. Applicant and Company are sometimes referred to individually as a "Party" and collectively as the "Parties." The Agreement is subject to the Company's Electric Service Distribution Extension Policy (the "Policy") within Company's electric tariff (the "Tariff") and to the entirety of the Company's Tariff, as amended from time to time, and such Policy and Tariff are each incorporated by reference into the Agreement. The Policy and Tariff are each available for inspection at the Colorado Public Utilities Commission and on Company's website. Any capitalized term that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

1. For this Agreement to be effective, Applicant must be a customer that will take electric service from Company under any of the following rate schedules: Schedules R, RE TOU, RD, or RD TDR. Applicant may need to execute associated Distribution Extension Agreements in order to fully effectuate electric service contemplated hereunder. Individual projects that include special considerations, including without limitation relocation of existing facilities, conversion of overhead facilities to underground, demolition costs, three-phase service laterals, multiple Residential Service Lateral Extensions, or other non-standard construction activities (defined below), may require Applicant either to execute additional agreements or to agree to these or similar terms and conditions by other means, or both.

2. Based on the Project Information provided by Applicant, Company shall complete an engineering design and, if applicable, a cost estimate, necessary to construct and install the Residential Service Lateral Extension ("Facilities"). Applicant expressly agrees that Company may modify the Project Information provided by Applicant as reasonably necessary to provide electric service. Applicant also expressly agrees that additional surcharges for special considerations, if any, may be assessed in accordance with these Terms.

   Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the Facilities, Applicant shall separately arrange for the installation of and payment for any such other facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

3. Construction Obligations; Permit Obligations. Applicant shall comply with all construction obligations, as those obligations are set forth in the Contingency List, which is available on the Company's website, which is incorporated herein by reference. Project-specific construction obligations, if any, will be provided to Applicant upon completion of project design, and Applicant agrees to be bound thereby. The Agreement and all associated Distribution Extension Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.

4. Meter Installations. Company shall furnish and install the appropriate meter, as applicable. Applicant shall provide all facilities necessary for proper meter installation in conformance with Company requirements for such installation as set forth in Company's Electric Extension Standards. Title to meters shall at all times vest in Company.

5. Construction Cost; Construction Allowance. The estimated cost of all Facilities is calculated in accordance with the meter provisions in Section 4 above, and the terms and exhibits identified in this Section (the "Construction Cost"). The Construction Cost may include, without limitation, the estimated cost of all materials, labor, trench and backfill in non rock conditions, permitting, tree trimming, and the cost of interconnecting the service lateral to Company's distribution line and to the customer's premises at the Point of Delivery, together with all incidental and overhead expenses connected therewith ("Standard Construction Costs").

   As set forth in the Policy, a Residential Service Lateral Extension (Electric) that is 100 feet in length or less will be charged $517.00 for all Standard Construction Costs, less a Construction Allowance of $150.00, for a total of $367.00. The cost per foot for lengths in excess of 100 feet for Standard Construction Costs is $5.87 per foot.

   The Construction Cost, the Construction Allowance, and the standardized per-foot cost shall not encompass any surcharges.

6. Construction Payment.
   a. Applicant shall pay to Company as a Construction Payment an amount equal to the Construction Cost, less a Construction Allowance, plus any standardized per-foot cost charges. Company shall invoice Applicant for the Construction Payment, plus any other charges and surcharges, after construction has been completed.
   b. Notwithstanding the foregoing, Company may, in its sole discretion, require the Construction Payment and/or any other charges or surcharges be paid by Applicant prior to commencing construction. Such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date. Should Applicant fail to pay the Construction Payment within those thirty (30) days if so required, then Company may terminate this Agreement. The Parties may agree to extend the time period for Applicant to execute the Agreement pay the Construction Payment on a date subsequent to the thirty (30)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.

7. Surcharges. Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original Facilities, including without limitation and as applicable any Applicant-associated delays; obstructions; permit fees; any conversion of existing facilities from overhead to underground; any distribution facility or service lateral relocations; any demolition costs; or any special item required to meet construction conditions, including but not limited to Frost Conditions, ground thawing services, and rock conditions. "Rock conditions" includes any construction activities that require the use of special construction techniques or special equipment. Company may separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any

separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date. Additional fees associated with construction in Frost Conditions are set forth in the Frost and Ground Thawing Agreement, which is available on the Company's website. Additional fees associated with construction in rock conditions are set forth in the frequently asked questions ("FAQ") document, which is available on the Company's website. Such fees are incorporated herein by reference. Frost Conditions Fees, Ground Thawing Fees, and any Other Fees are non-refundable.

8. Construction in Frost Conditions. Applicant must indicate in its application materials whether Company will be authorized to perform construction activities in Frost Conditions. For the purpose of the Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.

   If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, and other additional fees.

   If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.

9. Circumstances Requiring a New Agreement. If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of the Agreement, the Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.

10. Conditions to Company Work Order, Scheduling, and Construction Commencement. Company shall not be obligated to issue a work order, release for scheduling, or commence construction unless and until the following requirements have been satisfied:

    a. execution by Applicant of the Agreement and all associated Distribution Extension Agreements, and of any other Exhibits and ancillary agreements, as applicable;

    b. if so required by Company, receipt of applicable Construction Payment(s) under the Agreement, the associated Distribution Extension Agreements, and any ancillary agreements;

    c. if so required by Company, receipt of one-line diagrams, load information, plats and any other information needed for Company to estimate Applicant's load and to determine the appropriate facilities necessary under the Agreement, the associated Distribution Extension Agreements, and any ancillary agreements; and

    d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 3 above and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

    Upon acceptance of the Terms, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided.

11. Estimated Timeframes.

    a. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 3 and 10 within sixty (60) days of the Contract Origination Date, then Company may terminate the Agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.

    b. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120) day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 3, 6.b (if applicable), and 10 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120) day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

       Any portion of the Facilities that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from the Agreement, and the Construction Payment shall be updated accordingly.

       If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the Facilities shall not be struck from the Agreement; if already paid, Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under the Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

    c. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the Facilities to Company by contacting the Company representative by telephone or e-mail.

12. Ownership. The Facilities constructed on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Standard for Electric Installation and Use.

13. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.

14. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.

15. Indemnification. **This Section applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to the Agreement to the extent caused by. a default under, or a failure to perform in accordance with the terms of, the Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents, or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

    The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of the Agreement.

16. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 15 above, or if the Agreement is terminated for default.

17. No Partnership or Agency. The Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in the Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is the Agreement, or Company's actions pursuant to the Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.

18. Assignment. Applicant may not assign the Agreement without the prior written consent of Company.

19. Governing Law. The interpretation and performance of the Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.

20. Binding Effect. The Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.

21. Third Party Beneficiaries. No provision of the Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of the Agreement.

22. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of the Agreement, and the remaining provisions of the Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and the Agreement, as reformed, shall be valid, enforceable, and in full force and effect.

23. Amendment. The Agreement may not be amended except by written agreement between the Parties.

24. Term and Termination. The Agreement is effective on the Parties as of the Contract Origination Date, which is the date that Applicant accepts these Terms via the Company website, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in the Agreement; or (b) the Parties have satisfied all obligations as set forth in the Agreement. Sections 12 through 24 shall survive the termination of the Agreement.

GAS SERVICE

BY AGREEING TO THESE TERMS, APPLICANT AGREES AND ACKNOWLEDGES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THIS SERVICE.

The Agreement is subject to Company's Natural Gas Service Distribution Extension Policy and to the entirety of the Company's gas Tariff, as amended from time to time.

Subject to conditions set forth below, a Residential Service Lateral Extension (Gas) that is 100 feet in length or less will be charged $1230.00 for all Standard Construction Costs (defined below), less a Construction Allowance of $372.00, for a total of $858.00. The cost per foot for lengths in excess of 100 feet for Standard Construction Costs is $9.46 per foot. Additional surcharges may also be assessed as set forth herein. Applicants shall be responsible for 50% of the costs for the meter and regulator and any other equipment associated with the meter installation.

Residential Service Lateral Agreement (Gas) – Terms and Conditions

The Terms and Conditions ("Terms") set forth below, together with the project-specific information included in Applicant's application ("Project Information") constitutes a Residential Service Lateral Agreement – Gas (the "Agreement") by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the "Company") and the Applicant. Applicant and Company

are sometimes referred to individually as a "Party" and collectively as the "Parties." The Agreement is subject to the Company's Natural Gas Service Distribution Extension Policy (the "Policy") within Company's gas tariff (the "Tariff") and to the entirety of the Company's Tariff, as amended from time to time, and such Policy and Tariff are each incorporated by reference into the Agreement. The Policy and Tariff are each available for inspection at the Colorado Public Utilities Commission and on Company's website. Any capitalized term that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

25. For this Agreement to be effective, Applicant must be a customer that will take gas service from Company under the following rate schedule: Schedule RG. Applicant may need to execute associated Distribution Extension Agreements in order to fully effectuate gas service contemplated hereunder. Individual projects that include special considerations, including without limitation relocation of existing facilities, multiple Residential Service Lateral Extensions, or other non-standard construction activities (defined below), may require Applicant either to execute additional agreements or to agree to these or similar terms and conditions by other means, or both.

26. Based on the Project Information provided by Applicant, Company shall complete an engineering design and, if applicable, a cost estimate, necessary to construct and install the Residential Service Lateral Extension ("Facilities"). Applicant expressly agrees that Company may modify the Project Information provided by Applicant as reasonably necessary to provide gas service. Applicant also expressly agrees that additional surcharges for special considerations, if any, may be assessed in accordance with these Terms.

    Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the Facilities, Applicant shall separately arrange for the installation of and payment for any such other facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

27. Construction Obligations; Permit Obligations. Applicant shall comply with all construction obligations, as those obligations are set forth in the Contingency List, which is available on the Company's website, which is incorporated herein by reference. Project-specific construction obligations, if any, will be provided to Applicant upon completion of project design, and Applicant agrees to be bound thereby. The Agreement and all associated Distribution Extension Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.

28. Meter and Regulator Installations. Company shall furnish the appropriate meter and customer regulators to supply Applicant's requirements and install same along with associated Meter Piping, as applicable. Applicant shall provide all facilities necessary for proper meter and regulator installation in conformance with Company requirements for such installation as set forth by the Company. Title to Meter Piping, meters, and regulators shall at all times vest in Company.

29. Construction Cost; Construction Allowance. The estimated cost of all Facilities is calculated in accordance with the meter and regulator installation provisions in Section 4 above, and the terms and exhibits identified in this Section (the "Construction Cost"). The Construction Cost may include, without limitation, the estimated cost of all materials, labor, trench and backfill in non rock conditions, permitting, the cost of interconnecting the service lateral to Company's system and to the customer's premises at the Point of Delivery, together with all incidental and overhead expenses connected therewith ("Standard Construction Costs").

    As set forth in the Policy, a Residential Service Lateral Extension (Gas) that is 100 feet in length or less will be charged $1230.00 for all Standard Construction Costs, less a Construction Allowance of $372.00, for a total of $858.00. The cost per foot for lengths in excess of 100 feet for Standard Construction Costs is $9.46 per foot. Applicants shall be responsible for 50% of the costs for the meter and regulator and any other equipment associated with the meter installation.

    The Construction Cost, the Construction Allowance, and the standardized per-foot cost shall not encompass any surcharges.

30. Construction Payment.
    a. Applicant shall pay to Company as a Construction Payment an amount equal to the Construction Cost, less a Construction Allowance, plus any standardized per-foot cost charges. Company shall invoice Applicant for the Construction Payment, plus any other charges and surcharges, after construction has been completed.
    b. Notwithstanding the foregoing, Company may, in its sole discretion, require the Construction Payment and/or any other charges or surcharges be paid by Applicant prior to commencing construction. Such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date. Should Applicant fail to pay the Construction Payment within those thirty (30) days if so required, then Company may terminate this Agreement. The Parties may agree to extend the time period for Applicant to execute the Agreement pay the Construction Payment on a date subsequent to the thirty (30)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.

31. Surcharges. Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original Facilities, including without limitation and as applicable any Applicant-associated delays; obstructions; permit fees; any relocations of existing facilities; any demolition costs; or any special item required to meet construction conditions, including but not limited to Frost Conditions, ground thawing services, and rock conditions. "Rock conditions" includes any construction activities that require the use of special construction techniques or special equipment. Company may separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date. Additional fees associated with construction in Frost Conditions are set forth in the Frost and Ground Thawing Agreement, which is available on the Company's website. Additional fees associated with construction in rock conditions are set forth in the frequently asked questions ("FAQ") document, which is available on the Company's website. Such fees are incorporated herein by reference. Frost Conditions Fees, Ground Thawing Fees, and any Other Fees are non-refundable.

32. Construction in Frost Conditions. Applicant must indicate in its application materials whether Company will be authorized to perform construction activities in Frost Conditions. For the purpose of the Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.

    If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, and other additional fees.

If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.

33. Circumstances Requiring a New Agreement. If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of the Agreement, the Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.

34. Conditions to Company Work Order, Scheduling, and Construction Commencement. Company shall not be obligated to issue a work order, release for scheduling, or commence construction unless and until the following requirements have been satisfied:

    a. execution by Applicant of the Agreement and all associated Distribution Extension Agreements, and of any other Exhibits and ancillary agreements, as applicable;

    b. if so required by Company, receipt of applicable Construction Payment(s) under the Agreement, the associated Distribution Extension Agreements, and any ancillary agreements;

    c. if so required by Company, receipt of load information, plats, and any other information needed for Company to estimate Applicant's load and to determine the appropriate facilities necessary under the Agreement, the associated Distribution Extension Agreements, and any ancillary agreements; and

    d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 3 above and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

    Upon acceptance of the Terms, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided.

35. Estimated Timeframes.

    a. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 3 and 10 within sixty (60) days of the Contract Origination Date, then Company may terminate the Agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.

    b. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120) day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 3, 6.b (if applicable), and 10 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120) day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

    Any portion of the Facilities that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from the Agreement, and the Construction Payment shall be updated accordingly.

    If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the Facilities shall not be struck from the Agreement; if already paid, Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under the Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

    c. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the Facilities to Company by contacting the Company representative by telephone or e-mail.

36. Ownership. The Facilities constructed on the gas supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's gas facilities are first connected to the gas facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth by the Company.

37. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.

38. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.

39. Indemnification. **This Section applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to the Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, the Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents, or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or

related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of the Agreement.

40. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 15 above, or if the Agreement is terminated for default.

41. Disclaimer. Where natural gas service is to be supplied by Company from a transmission main that is not a Company-owned Transmission Main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, etc. Company also reserves the right to limit the location and number of or to reject applications for service requiring transmission main taps. Company is not responsible for the continued delivery of gas to customers served therefrom should the pipeline company reroute, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult or impractical, in opinion of Company, to be continued.

42. No Partnership or Agency. The Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in the Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is the Agreement, or Company's actions pursuant to the Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.

43. Assignment. Applicant may not assign the Agreement without the prior written consent of Company.

44. Governing Law. The interpretation and performance of the Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.

45. Binding Effect. The Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.

46. Third Party Beneficiaries. No provision of the Agreement shall in any way inure to the benefit of any third person so as to make any such person a third-party beneficiary of the Agreement.

47. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of the Agreement, and the remaining provisions of the Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and the Agreement, as reformed, shall be valid, enforceable, and in full force and effect.

48. Amendment. The Agreement may not be amended except by written agreement between the Parties.

49. Term and Termination. The Agreement is effective on the Parties as of the Contract Origination Date, which is the date that Applicant accepts these Terms via the Company website, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in the Agreement; or (b) the Parties have satisfied all obligations as set forth in the Agreement. Sections 12 through 25 shall survive the termination of the Agreement.

CONTINGENCY LIST

The Company will install the facilities per the design based on your site plans. If, for any reason this design does not meet your request as intended, please review with the Company's Engineering personnel. The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company's commencement of construction.

2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.

   - As determined by Company, required property pins, proposed structures, and precise gas stub out and or electric panel locations will be clearly marked or staked.
   - Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
   - Service lateral routes must be within plus or minus six (6) inches of final grade.
   - Construction route must be clear of all obstructions.
   - Construction material (including scaffolding) must be cleared from route.
   - Temporary trailers, lumber packs, dumpsters and other obstacles must be moved.
   - Customer will trim/clear trees along the service route.
   - All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
   - If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose

its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer remediates the site to ensure Company's crews are working in non contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- With regard to meters and service laterals:
  - The permanent address must be attached to the building before the permanent meter will be set.
  - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
  - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
  - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
  - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
  - Company will install all gas and electric services in accordance with Company Standards.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals if applicable:
   ☐ Town Permit ☐ County Permit
4. Trench Compaction Requirements. Company will provide standard trench compaction.

When signing here you are signing for the service type(s) you have requested.

_____ _____

Print here Date

_____

Sign here