

Dear Recipient:

Thank you for your request to extend, relocate, or upgrade service. Enclosed please find the Agreement for Service ("Agreement") that is being issued to you per your request.

The price stated in the enclosed Agreement will be valid for a period of 60 days from the Effective Date set forth on the Agreement Cover Page. After 60 days the stated price will expire, and a new design (and updated Agreement) may be required.

Please understand that CORE will not begin any construction on your project until **all** documentation has been signed and received **with** full payment. This Agreement must be signed by the Applicant specified on the Agreement Cover Page and such Applicant must be the owner of the property where the construction will occur. If the Applicant is not an individual, the person signing on behalf of Applicant must have the legal capacity and authority to do so. If the listed signatory does not have such capacity or authority, please contact Engineering Services at (303) 688-3100, option 4, so that we may issue a revised Agreement to reflect the appropriate signatory immediately. Please be advised that incorrect information may delay the project construction.

If you have any questions regarding the Agreement or any enclosed documentation, please do not hesitate to contact us. Thank you.

Sincerely,

CORE Electric Cooperative

**AGREEMENT FOR SERVICE**  
**(COVER PAGE)**

This Agreement for Service (this "*Agreement*") is made and entered into by and between CORE Electric Cooperative ("*CORE*") and the Applicant (who is the owner of the Project Property) to be effective as of the Effective Date. Applicant and CORE shall be referred to herein together as the "*Parties*" and each individually as a "*Party*."

This Agreement includes this Cover Page, the General Terms and Conditions attached hereto, and any other exhibits, addendums, riders or attachments hereto. This Agreement provides the terms and conditions pursuant to which CORE shall provide construction and/or installation services to Applicant relating to the Project described below (the "*Services*").

<b>Effective Date:</b>	4/16/25
<b>Work Order Number:</b>	23035494
<b>MR Account Number:</b>	8291
<b>Applicant:</b>	DOUGLAS COUNTY PUBLIC WORKS
<b>Project Description:*</b>	RELOCATE
<b>Project Property:</b>	HILLTOP RELOCATE - HILLTOP RD TO SINGING HILLS
<b>Project Manager:</b>	AMAISON
<b>Service Voltage (Volts):</b>	N/A
<b>Phase (1PH or 3PH):</b>	N/A
<b>Amperage (Amps):</b>	N/A
<b>Construction Fee and Total Amount Due:</b>	<p>The "<i>Construction Fee</i>" is \$ 1,727,103.59</p> <p>less the design fee amount paid of \$ <u>290,034.75</u></p> <p><b>For a "<i>Total Amount Due</i>" of \$ 1,437,068.84</b></p>
<b>Notice Address for Applicant:</b>	DOUGLAS COUNTY PUBLIC WORKS 303 N INDUSTRIAL WAY CASTLE ROCK CO 80109 Attn: BEN PIERCE Phone: (720) 672-6245 Email: BPEIRCE@DOUGLAS.CO.US
<b>Notice Address for CORE:</b>	CORE Electric Cooperative Attn: Engineering Services 5496 N. US Highway 85 Sedalia, CO 80135 Phone: (800) 332-9540 Email: <a href="mailto:EngineeringServices@CORE.coop">EngineeringServices@CORE.coop</a>

Electric services requested are as follows:

Service Type	Rate and Number of Services			
<b>Residential Services:</b>	A:			
	C:			
<b>Commercial Services:</b>	SG1:		SG3:	
	I:		IS:	
	LPS:		S:	
<b>Coincident Peak Services:</b>	CPD:		CPS:	
<b>Other Services:</b>	L <sup>1</sup> :		L <sup>2</sup> :	
	F:		Other:	

\*If the Project Description includes:

- Temporary Services, the Construction Fee includes the cost for installation and removal of the temporary facilities. When the temporary facilities are no longer required, Applicant must submit a written request to remove the temporary facilities to CORE's Engineering Services Department at [EngineeringServices@CORE.coop](mailto:EngineeringServices@CORE.coop).
- Current Transformers (CT's) or Potential Transformers (PT's), Applicant shall contact CORE's Metering Department at [Metering@CORE.coop](mailto:Metering@CORE.coop) to schedule pick-up of CT's /PT's.
- Electric main feed line installations, the Services do not include the design or installation of distribution facilities required for metered service.

Rates shall be per CORE's Rates and Regulations, as amended from time to time, and are available at [www.CORE.coop](http://www.CORE.coop).

BY ITS SIGNATURE BELOW, APPLICANT REPRESENTS AND WARRANTS TO CORE THAT IT IS THE OWNER OF THE PROJECT PROPERTY AND AGREES TO THE TERMS OF THIS AGREEMENT (INCLUDING THIS COVER PAGE, THE GENERAL TERMS AND CONDITIONS, AND ANY OTHER ATTACHMENTS HERETO), WITH THE INTENT TO ENTER INTO A LEGALLY BINDING AGREEMENT

**APPLICANT:**

**DOUGLAS COUNTY PUBLIC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CORE:**

**CORE Electric Cooperative**

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

Name: \_\_\_\_\_

Brian Richter

Title: \_\_\_\_\_

Engineering Director

<sup>1</sup> 175W Metal Halide or LED Equivalent (UML-MLED)

<sup>2</sup> 250W Metal Halide or LED Equivalent (UML-MXLED)

**AGREEMENT FOR SERVICE**  
**(GENERAL TERMS AND CONDITIONS)**

These General Terms and Conditions are incorporated by reference into the Agreement for Service to which this is attached (together, the “*Agreement*”) and relate to the performance of services by CORE Electric Cooperative (“*CORE*”) for the Applicant described on the Cover Page of the Agreement. Capitalized terms used herein but not defined herein have the meanings set forth on the Cover Page.

- A. Obligations of CORE.** Upon execution of this Agreement and Applicant's performance of all pre-construction requirements, CORE will:
1. Provide all labor and material for the engineering, construction, and supervision of the Services. The time of completion of the requested electrical facilities is subject to personnel, equipment, and material availability and weather conditions.
  2. If necessary to address material changes to the Project design, issue a change order to amend this Agreement pursuant to the procedures set forth in Section C.2 below.
  3. Publish wiring guides and specifications on CORE's website.
  - 2.2 coordinate all proposed joint use of CORE's trench and submit the proposal to CORE for approval, which shall not be unreasonably withheld;
  - 2.3 provide final grade for the entire length and width of the proposed service route, including all roads and public rights-of-way in order to prevent additional cost to Applicant due to relocation of the electric facilities; and
  - 2.4 provide CORE with the location, number and size of any privately-owned underground facilities at the Project Property (including but not limited to gas, phone, CATV, water, sewer, irrigation, secondary electric, etc.). In the event that Applicant's failure to adequately locate or provide CORE with information regarding such facilities results in damages, then Applicant shall pay all related costs and expenses.
- B. Obligations of Applicant.** Within the timeframe stated in this Agreement or as otherwise specified by CORE, Applicant will:
1. Prior to scheduling the construction:
    - 1.1 pay to CORE the Construction Fee as set forth on the Cover Page. All payments must include a copy of this executed agreement;
    - 1.2 provide a final plat approved by a city or county authority, if required, or a certified survey of the Project Property;
    - 1.3 obtain any and all required permits, easements, rights-of-way, consents and/or approvals and provide CORE with evidence of same; and
    - 1.4 provide CORE any additional rights-of-way, if required, in order to complete construction.
  2. Prior to construction:
    - 2.1 flag, number, and pin all lot corners and appropriately mark all rights-of-way;
    3. Provide a tax exemption certificate to CORE if the project location or account is tax exempt.
    4. Comply with the change order procedures set forth in Section C below and, if applicable, pay any outstanding portion of the final Construction Fee following Final Completion as set forth in Section D.2 below.
    5. Keep easements and roads free of debris and obstacles during the construction period.
    6. Comply at all times with CORE's Rates and Regulations available at [www.CORE.coop](http://www.CORE.coop), including without limitation provisions granting CORE reasonable access to the Project Property for any proper purpose incidental to the supplying of electric service.
    7. In accordance with CORE's latest Builder/Developer Service Requirements available at [www.CORE.coop](http://www.CORE.coop), install and maintain the meter housing and conductor from the point of connection to the Applicant's panel.

8. Obtain the required electrical inspectors' approval of the temporary or permanent service connection installation from all required jurisdictions. (Note that CORE will not be able to connect your service until this is complete.)
9. Pay any costs resulting from damages to CORE's facilities (including changes in grade or dig-ins) caused by Applicant, including without limitation Applicant's employees, agents, and representatives. When digging around underground circuits, work must be done in accordance with Colorado Revised Statutes Section 9, Article 1.5.
10. Pay all costs resulting from vandalism or the willful destruction of CORE's facilities within this Agreement.
11. Promptly notify CORE of any changes to the information listed on the Cover Page under Notice Address for Applicant.

**C. Change Order Procedures.**

1. The "*Construction Fee*" set forth on the Cover Page is CORE's initial estimated cost of the Services and is subject to modifications due to unforeseen circumstances (such as design changes, supply chain costs, line reroutes, additional construction requirements, increased fuel or material costs, and/or unforeseen changes during construction) some of which cannot be determined until Final Completion.
2. Any change order issued by CORE pursuant to Section A.2 above shall be delivered to Applicant by email. Such email will include a delivery receipt request and will be considered received by Applicant upon CORE's receipt of such delivery confirmation.
3. If the additional costs identified in a change order exceed 20% of the initial estimated Construction Fee, Applicant shall have 48 hours from its receipt of the change order to either (a) execute the change order and delivering it to CORE via email, or (b) email CORE a written rejection to such change order. If CORE does not receive any response from Applicant within such 48-hour period, then Applicant shall be deemed to have accepted the change order and CORE may proceed with the Project accordingly. Notwithstanding the foregoing, CORE will not be liable for any delays in

construction due to Applicant's failure to promptly respond to a change order request or the actions or inactions of any third parties (e.g., CORE's subcontractors) in connection therewith.

4. Comply with the change order procedures set forth in Section C above and, if applicable, pay any outstanding portion of the final Construction Fee following Final Completion as set forth in Section D.2 below.

**D. Final Completion.**

1. As used herein, "*Final Completion*" means completion of the Project construction by CORE, including CORE's receipt of all third party invoicing necessary for CORE to calculate the final Construction Fee.
2. Upon Final Completion, CORE will confirm to Applicant in writing if there have been any adjustments to the Construction Fee, and if any portion of the final Construction Fee remains outstanding or if any portion is unapplied. Applicant shall be invoiced for any outstanding portion of the final Construction Fee, which shall be payable by Applicant within thirty (30) days. Alternatively, if there is an unapplied balance, then CORE shall refund such amount to Applicant within thirty (30) days of Final Completion. CORE reserves the right to include any outstanding portion of the Construction Fee on Applicant's monthly electric bill(s) and disconnect power in accordance with CORE's Rates and Regulations.

- E. Collection.** In the event any suit or other action is commenced by CORE to collect the amounts due or otherwise enforce any provision of this Agreement, Applicant agrees to pay all reasonable costs and attorney's fees incurred by CORE as a result of Applicant's failure to make payment as required herein.

- F. Term and Termination.** This proposed Agreement is valid for sixty (60) days from the Effective Date set forth on the Cover Page. If this Agreement is not executed and returned to CORE together with payment of the Construction Fee within that period, then this Agreement shall be deemed null and void. Furthermore, if the Applicant has not provided all relevant information regarding the existence (or non-existence) of improvements, easements, and rights-of-way necessary to perform the work and satisfied all other obligations set forth in Sections B.1 and B.2 within sixty (60) days from the Effective Date,

CORE reserves the right to either recalculate the Construction Fee or terminate this Agreement and refund the Construction Fee. If CORE recalculates the Construction Fee and any additional amounts owed are not paid by Customer within thirty (30) days of notice from CORE, then this Agreement shall terminate and CORE will refund any Construction Fee previously paid by the Applicant. If this Agreement is terminated pursuant to this provision, then the work order will be canceled, and the design fee will be nonrefundable.

**G. Consent to Electronic Signatures and Communications.**

The parties agree to the use of electronic signatures (including the email exchange of any .PDF or the use of any authenticated electronic signature technology such as DocuSign or Adobe Sign) for this Agreement and any change orders or other documentation issued pursuant to this Agreement. Applicant understands that its electronic signature has the same effect as a hard copy wet ink signature. Applicant further agrees to receive any change orders and/or other communications and notices hereunder by email. Applicant represents to CORE that its email address as set forth on the Cover Page is Applicant's correct email address as of the Effective Date. Applicant shall promptly provide CORE with any changes to its contact information so that at all times CORE has on file an accurate email address where Applicant can receive notices and other communications hereunder electronically.

**H. Miscellaneous.**

1. Governing Law. This Agreement shall be governed by Colorado law.
2. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed to create any relationship between the parties other than the relationship of an independent contractor.
3. No Third Party Rights. No provision of this Agreement is intended or shall be construed to confer on any person or entity, other than the parties hereto, any rights hereunder.
4. Entire Agreement. This Agreement contains the entire agreement of the parties and may not be amended except in writing signed by both parties.
5. Survival. The provisions set forth in Sections B.11, B.12, B.14, B.15, and D through H of this Section H expressly survive any termination or expiration of this Agreement.
6. Successors and Assigns. This Agreement is not assignable or transferable by Applicant without CORE's written consent. This Agreement shall be binding on any permitted successors and assigns.