

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 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*").

Effective Date:	2/10/23
Work Order Number:	22017161
MR Account Number:	5353
Applicant:	TOWN OF CASTLE ROCK
Project Description:*	RELOCATE/UPGRADE
Project Property:	HECKENDORF RANCH F2 RAISE LINES
Engineer:	JHALL
Service Voltage (Volts):	N/A
Phase (1PH or 3PH):	N/A
Amperage (Amps):	N/A
Construction Fee and Total Amount Due:	The " <i>Construction Fee</i> " is \$ 386,719.00 less the design fee amount paid of \$ <u>650.00</u> For a "Total Amount Due" of \$ 386,069.00
Notice Address for Applicant:	TOWN OF CASTLE ROCK 100 WILCOX ST CASTLE ROCK CO 80109 Attn: FRANK MAIN Phone: (303) 660-1356 Email: FMAIN@CRGOV.COM
Notice Address for CORE:	CORE Electric Cooperative Attn: Engineering Services 5496 N. US Highway 85 Sedalia, CO 80135 Phone: (800) 332-9540 Email: EngineeringServices@CORE.coop

Electric services requested are as follows:

Service Type	Rate and Number of Services			
Residential Services:	A:		CS:	
	C:		CSD:	
Commercial Services:	SG1:		SG3:	
	I:		IS:	
	LPS:		S:	
Coincident Peak Services:	CPD:		CPS:	
Other Services:	L ¹ :		L ² :	
	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.
- Current Transformers (CT’s) or Potential Transformers (PT’s), Applicant shall contact CORE’s Metering Department at Metering@CORE.coop to schedule delivery 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.

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:

TOWN OF CASTLE ROCK

By: _____

Name: _____

Title: _____

Town Attorney: _____

CORE:

CORE Electric Cooperative

By: _____

Name: Pam Feuerstein

Title: Chief Operating Officer

¹ 175W Metal Halide or LED Equivalent (UML-MLED)
² 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.
- 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, pay to CORE the Total Amount Due as set forth on the Cover Page. All payments must include a copy of this executed agreement.
 2. Prior to scheduling the construction, provide a final plat approved by a city or county authority, if required, or a certified survey of the Project Property.
 3. Prior to scheduling the construction, provide CORE any additional rights-of-way, if required, in order to complete construction.
 4. Prior to construction, flag, number, and pin all lot corners and appropriately mark all rights-of-way.
 5. Prior to construction, coordinate all proposed joint use of CORE’s trench and submit the proposal to CORE for approval, which shall not be unreasonably withheld.
 6. Prior to construction, 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.
 7. Prior to construction, 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.
 8. Provide a tax exemption certificate to CORE if the project location or account is tax exempt.
 9. 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.
 10. Keep easements and roads free of debris and obstacles during the construction period.
 11. Comply at all times with CORE’s *Rates and Regulations* available at 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.
 12. In accordance with CORE’s latest *Builder/Developer Service Requirements* available at www.CORE.coop, install and maintain the meter housing and conductor from the point of connection to the Applicant’s panel.
 13. Obtain the required electrical inspectors’ approval of the temporary or permanent service connection installation from all required jurisdictions.
 14. 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.

15. Pay all costs resulting from vandalism or the willful destruction of CORE's facilities within this Agreement.
16. 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. Any written rejection by Applicant of a change order shall terminate this Agreement and Applicant will only be responsible for the costs CORE incurred up to and including the date of termination.

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.

- 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.

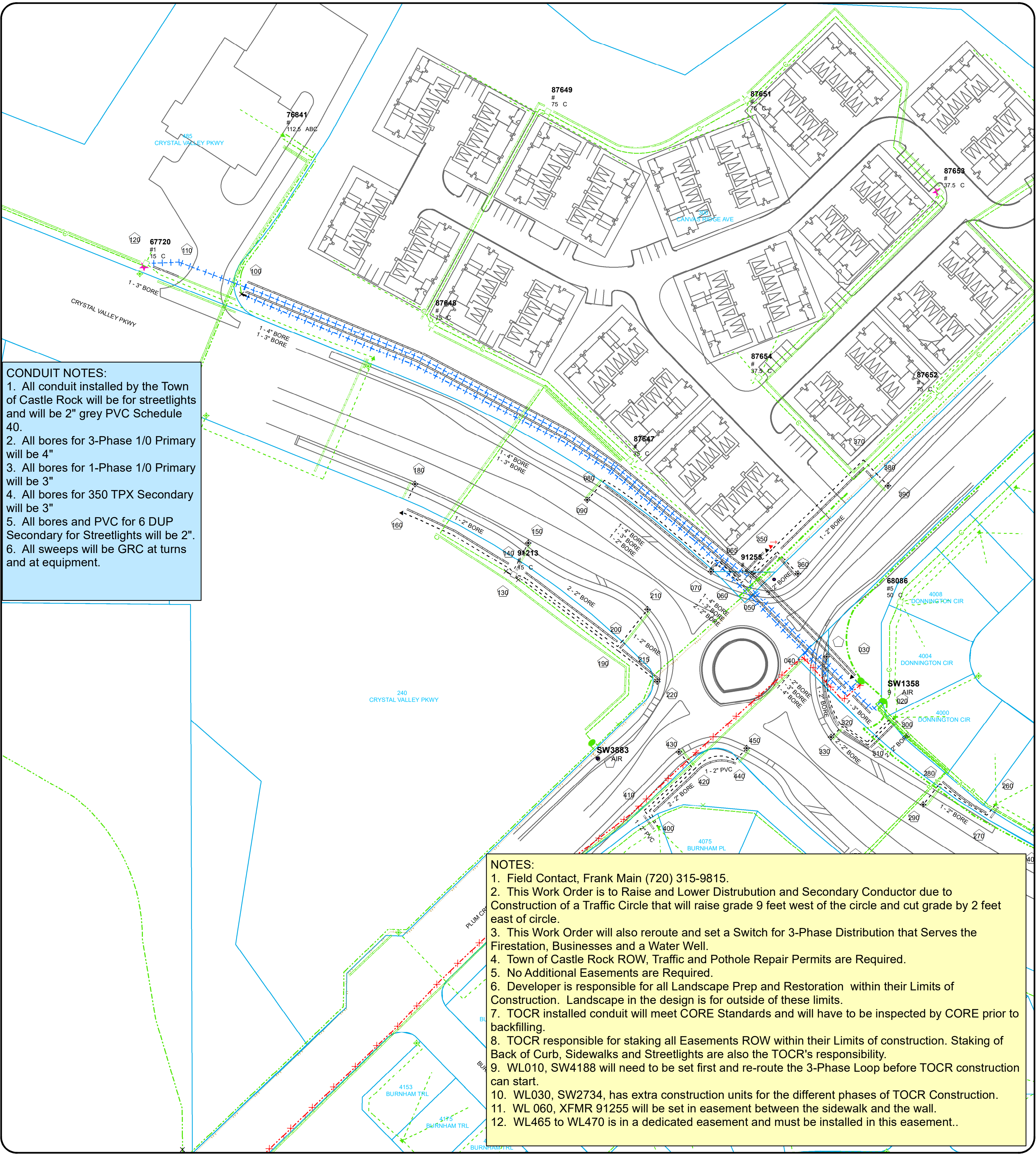
- F. Term and Termination.** This proposed Agreement is valid for sixty (60) days from the Effective Date of this Agreement. If this Agreement is not executed, paid, and returned to CORE within that period, it shall be deemed null and void. Furthermore, if the Applicant has not provided improvements, easements, and rights-of-way necessary to perform the work within thirty (30) days after its execution of this Agreement, CORE reserves the right to terminate the Agreement and refund or recalculate the Construction Fee. In either case, 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.



CONDUIT NOTES:

1. All conduit installed by the Town of Castle Rock will be for streetlights and will be 2" grey PVC Schedule 40.
2. All bores for 3-Phase 1/0 Primary will be 4"
3. All bores for 1-Phase 1/0 Primary will be 3"
4. All bores for 350 TPX Secondary will be 3"
5. All bores and PVC for 6 DUP Secondary for Streetlights will be 2".
6. All sweeps will be GRC at turns and at equipment.

NOTES:

1. Field Contact, Frank Main (720) 315-9815.
2. This Work Order is to Raise and Lower Distribution and Secondary Conductor due to Construction of a Traffic Circle that will raise grade 9 feet west of the circle and cut grade by 2 feet east of circle.
3. This Work Order will also reroute and set a Switch for 3-Phase Distribution that Serves the Firestation, Businesses and a Water Well.
4. Town of Castle Rock ROW, Traffic and Pothole Repair Permits are Required.
5. No Additional Easements are Required.
6. Developer is responsible for all Landscape Prep and Restoration within their Limits of Construction. Landscape in the design is for outside of these limits.
7. TOCR installed conduit will meet CORE Standards and will have to be inspected by CORE prior to backfilling.
8. TOCR responsible for staking all Easements ROW within their Limits of construction. Staking of Back of Curb, Sidewalks and Streetlights are also the TOCR's responsibility.
9. WL010, SW4188 will need to be set first and re-route the 3-Phase Loop before TOCR construction can start.
10. WL030, SW2734, has extra construction units for the different phases of TOCR Construction.
11. WL 060, XFMR 91255 will be set in easement between the sidewalk and the wall.
12. WL465 to WL470 is in a dedicated easement and must be installed in this easement..

Rock Statement –
 "Underground excavation through rock will incur additional costs to perform the excavation. A Project Change Order for the estimated cost will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred. When rock is encountered, the customer may choose to perform their own excavation to Association requirements which may include conduits and off site material for backfill. Customer may be responsible for a remob fee and will be subject to crew availability."

Frost Statement –
 "Underground excavation through frost that is greater than 6 inches deep will incur additional costs to perform the excavation. A Project Change Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred. Customer may choose to perform their own excavation to Association requirements which may include conduits and off site materials for backfill or they may choose to delay construction until a time that frost is not present. Customer may be responsible for a remob fee and will be subject to crew availability."

Directional Bore Statement –
 "Directional bores through rock will incur additional costs to perform these bores. A Project Change Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred."

22017161	Designer: Barbara Hall
Job Name: HECKENDORF RANCH F2 RAISE LINES	
Location: PLUM CREEK BLVD & CRYSTAL VALLEY PKWY	
Customer: TOWN OF CASTLE ROCK	
Contact: FRANK MAIN	
Ph: (720) 315-9815	Mobile:
Fax:	
Email: FMAIN@CRGOV.COM	

Job Type: Sedalia-Customer SI	PERMITS & CONFLICTS	JOINT USE	County: DOUGLAS	Phone:	CaTv:
Feeder: 31312	Water:	Gas:	TwpRng-Sec Qtr: 0867-23	Phone:	CaTv:
Phase: 3 Ph	Hwy:	Other:	27/2023 bhall	Phone:	CaTv:



Meter Type: N/A	Design Date: 2/7/2023	Released To:	Permit Req.: Y
# of Meters: 0	Released By:	Date:	
Amp.:	Inspector:	Date:	ROW Req.:
Voltage: 7.2/12.4	Contractor:	Date:	
Trans. #: 57360	Energized Date:	As-Built:	Tap Fee:

DISCLAIMER
 CORE ELECTRIC COOPERATIVE MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THESE BASE MAPS, AND ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS BASE MAP IS NOT A LEGAL DOCUMENT AND IT IS INTENDED TO SERVE ONLY AS A GRAPHIC REPRESENTATION.