



**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM #2014 – 16**

DATE: February 24, 2014  
TO: Honorable Mayor Joyce Downing and City Council Members  
FROM: John Pick, City Manager   
David H. Willett, Director of Public Works   
SUBJECT: Council Resolution CR-25  
Regional Transportation District (RTD) Relocation Agreement

**BACKGROUND**

As part of the FasTracks Plan, RTD proposes to construct the North Metro Rail Line (NMRL), consisting of electric commuter rail transit connecting Denver Union Station with Adams County, the City and County of Denver, the City of Commerce City, the City of Thornton, and the City of Northglenn, identified in the FasTracks Plan and more fully described in the Final Environmental Impact Statement for the project dated January 2011 as approved by the Record of Decision for the project signed by the Federal Transit Administration on April 22, 2011 and the final design plans.

On December 9, 2013 City Council approved entering into an Intergovernmental Agreement (IGA) that establishes the local agency contribution amount for Northglenn and how that local agency contribution will be met. The IGA sets forth the commitments from RTD and the City regarding financial obligations, responsibilities, coordination, and cooperation between both agencies with respect to the North Metro Rail Line within the City's boundaries.

Also, in December, City staff received a request to review the FasTracks Master Utility Relocation Agreement. The Agreement defines the process by which RTD and utility owners will work together on the utility relocations necessitated by the FasTracks project. The attached relocation agreement has been reviewed and deemed acceptable as a process to resolve potential utility conflict.

**BUDGET/TIME IMPLICATIONS**

The Engineering Division has received an "advance notice" utility matrix identifying several potential conflicts. Staff is in the process of examining those areas. Going forward staff is anticipating attending design meetings to exchange information and assess early design plans. The PW Superintendent will be able to adjust staff utilization accordingly.

**RECOMENDATION**

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute the Utility Relocation Agreement with RTD. Staff recommends approval of this Resolution.

**STAFF REFERENCE**

David H. Willett, Director of Public Works

[dwillett@northglenn.org](mailto:dwillett@northglenn.org) or 303.450.8783

Attachments:

- o Master Utility Relocation Agreement

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-25  
Series of 2014

\_\_\_\_\_  
Series of 2014

A RESOLUTION APPROVING A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE REGIONAL TRANSPORTATION DISTRICT FOR THE FASTTRACKS NORTH METRO RAIL LINE PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Utility Relocation Agreement between the City of Northglenn and the Regional Transportation District for the FasTracks North Metro Rail Line Project, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**RTD FASTRACKS  
UTILITY RELOCATION AGREEMENT  
FOR  
THE NORTH METRO RAIL LINE**

This UTILITY RELOCATION AGREEMENT ("URA") is made and entered into, effective as of the date of RTD's signature, by and between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("RTD" or "District") and the City of Northglenn, a City authorized to do business in the State of Colorado ("Owner"). RTD and Owner may hereinafter be referred to collectively as "Parties" or individually as "Party."

**RECITALS**

**WHEREAS**, RTD is authorized under C.R.S. § 32-9-101, *et seq.* to develop, maintain and operate a mass transportation system for the benefit of the inhabitants of the district;

**WHEREAS**, under C.R.S. § 32-9-119(e) RTD is authorized to enter into any contract or agreement not inconsistent with its enabling act;

**WHEREAS**, RTD is authorized to implement a multimodal public transportation expansion plan ("FasTracks Plan") that was adopted by the RTD Board of Directors ("Board"), approved by voters on November 2, 2004, and approved by the Denver Regional Council of Governments, as per the requirements of C.R.S. § 32-9-107.7;

**WHEREAS**, RTD proposes to construct certain of the projects identified in the FasTracks Plan, as more particularly described below, which will require certain utility relocation work;

**WHEREAS**, increased coordination between RTD and Owner and prompt performance of such utility relocation work within an adopted plan schedule is in the public interest and will reduce delays and costs of construction for both RTD and Owner;

**WHEREAS**, to accomplish these purposes, RTD and Owner now desire to enter into this URA, which is one of the fixed guideway corridor utility relocation agreements contemplated by C.R.S. § 32-9-119.1; and

**WHEREAS**, this URA does not commit any present funding by either Party and is subject to future budgeting, authorization and appropriation processes, as applicable, and is to be implemented through a work-order process.

**NOW THEREFORE**, the Parties hereto agree as follows:

## AGREEMENTS

1) DEFINITIONS. Unless the context otherwise requires, initially capitalized terms shall have the meanings prescribed to them:

*Abandonment* means (i) the relinquishment by Owner of all right, title, claim and possession of a Utility and (ii) the Utility Work, as governed by Owner, RTD, and industry procedures, that is necessary to retire a Utility from service but not physically remove the Utility from its installed location.

*Betterment* means the upgrading of a Utility being Relocated that is not attributable to construction of a Project (defined below) and is made solely for the benefit of and at the election of Owner. Without limiting the generality of the foregoing, none of the following will result in a "Betterment" for the purpose of this URA, irrespective of whether the applicable Utility Work results in a Utility operating at an increased capacity: (a) the use of new materials or (b) a technological improvement which permits Owner to achieve increases in capacity, in each case so long as costs are equal to or less than the costs of a 'like-for-like' replacement or Relocation.

*Buy America Requirements* means the provisions of the Buy America Acts applicable to Federally funded projects incorporated at 49 USC 5323(j) and 49 CFR Part 661 (for Federal Transit Administration (*FTA*) funding) and 23 USC 313 and 23 C.F.R. § 635.410 (for Department of Transportation (*DOT*) funding), which provide, inter alia, that Federal funds may not be obligated unless steel, iron, and manufactured products permanently incorporated into FTA- or DOT-funded projects are produced in the United States, unless a waiver has been granted by the Secretary of Transportation or the product is subject to a general waiver.

*Constructing Party* means the Party designated on the Work Order as being responsible for construction of a Relocation.

*Construction Staking* has the meaning given to it in Article 13(b).

*Contractor(s)* means the contractors, consultants, and subcontractors, whether hired by RTD or Owner, undertaking the design or construction of a Relocation, including the RTD Project Contractor(s).

*Cost of Relocation* means the entire amount to be paid for Utility Work that is properly attributable to the Relocation after deducting from that amount the cost of any Incidental Utility Work, Betterments, Excluded Environmental Work, Depreciation Value, and/or Salvage Value, as applicable and if and to the extent set forth in a fully executed Work Order.

*Depreciation Value* means the amount of credit to a Project required for the accrued depreciation of a Utility based upon the ratio between the period of actual length of service and total life expectancy applied to the original cost. For the purposes of Depreciation Value, "Utility" shall not be construed to include a segment of Owner's service, distribution and/or transmission lines.

*Designing Party* means the Party designated on the Work Order as being responsible for design of Relocation.

*Discovery* means the physical discovery of an undocumented utility communicated by RTD or its contractors, agents, or employees verbally or in writing to Owner's designated Party representative identified in Article 18, or if no representative has been designated, then to Owner's chief engineer or equivalent.

*Documentary Evidence* means all documentation, including without limitation, photographs, maps, or Owner's records, showing installation, maintenance or operation of facilities by Owner or its predecessors in interest that is provided by Owner to support Owner claims of rights by prescription, adverse possession or other legal theory established by use.

*Environmental Laws* means all federal, state, county, municipal, local and other statutes, laws, ordinances, and regulations that relate to or deal with human health and the environment, as may be amended from time to time, and which govern handling of materials necessary for or generated by Utility Work and/or mandate removal of materials as a result of conditions discovered at the Utility site.

*Environmental Work* means tasks, duties and obligations necessary to comply with Environmental Laws.

*Excluded Environmental Work* has the meaning prescribed to it in Article 7(d)(iii).

*Force Majeure* means fire; explosion; action of the elements; strike; interruption of transportation; rationing; shortage of labor, equipment or materials; court action; illegality; unusually severe weather; act of God; act of war; terrorism; or any other cause that is beyond the control of the Party performing Utility Work on a Relocation (including the failure of the other Party (including its Contractors), a relevant permitting authority, or any other third-party contractor, to perform any task that is prerequisite to the Party claiming *Force Majeure* timely performing under this URA) so long as that cause could not have been prevented by that Party while exercising reasonable diligence.

*Hazardous Materials* means petroleum products and fractions thereof, asbestos, asbestos-containing materials, polychlorinated biphenyls, medical waste, radioactive materials, solid waste, and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, substances and wastes listed or identified in, or regulated by all applicable Environmental Laws, and any excavated soil, debris, or groundwater that is contaminated with such materials.

*Incidental Utility Work* means (a) verification by survey, potholing or otherwise that a Utility is, or is not, in conflict with a Project; provision of survey coordinate data and field surveys; and Construction Staking performed by RTD in accordance with Article 13(b) and (b) tasks performed by any Party that (i) are duplicative of Utility Work undertaken by the Designing or Constructing Party's Contractors (such as design review where the Designing Party's Contractor has created the design), including without limitation, each of the items referenced in (ii); or (ii) are staff or consultant time expended on: exchange and

review of documentation with respect to identifying Utilities or unidentified utilities; meetings, whether internal or with the other Party or other affected utility owners, jurisdictions, federal and state agencies, organizations or special districts or other affected third parties; procurement of and coordination with Contractors; coordination and interfacing of Owner's Relocation schedule with Project design and construction schedules; cooperation with one another's staff or Contractors or with other Project stakeholders (including other affected utility owners, jurisdictions, federal and state agencies, organizations or special districts); preparation, negotiation and execution of Work Orders and Work Order exhibits; exchange and review of documentation with respect to prescriptive rights under Article 7(a) and with respect to property acquisitions to be accomplished by RTD under Article 8(c); review and acceptance of Relocation Plans; and construction inspection and acceptance.

*Operating Rights Agreement* means any license, permit, lease, easement, franchise or other use agreement issued by a party having jurisdiction over or ownership of the location in question and pursuant to which Owner operates its facilities in real property not owned in fee by Owner.

*Permission* means any permission, including without limitation, temporary construction permissions, construction permits, regulatory permission, and/or local agency utility permit that may be necessary to construct, operate, and maintain Owner's utility facilities, including any appurtenances thereto, in any particular location.

*Project* means any portion of the North Metro Rail Line, in each case only to the extent that such portion of the applicable Project is being constructed by RTD.

*Project Commencement* means the commencement of design, construction or design/build activities on a Project by an RTD Contractor.

*Project Plans* means the detailed maps, drawings, plans, and profiles of a Project supplied to Owner by RTD.

*Project Right-of-Way* or *Project ROW* means the real property (which term is inclusive of all estates and interests in real property, including Public Lands, but exclusive of temporary construction permissions) owned or controlled by RTD that is necessary for operation of a Project after such Project has been constructed.

*Project Site* means the land, spaces and surfaces, including Project ROW, that are owned by RTD or controlled by RTD through temporary construction easements, licenses, permits or similar land rights, whether held by RTD or its Contractors.

*Protection in Place* or *Protect in Place* means protective measures to be taken by RTD during construction of a Project that are necessary to ensure the safe operation and structural integrity of a Utility that is not in conflict with a Project and that will not be removed or transferred to another location, including without limitation, Construction Staking to be performed by RTD in accordance with Article 13(b), installing temporary steel plating, shoring, and installing temporary physical barriers.

*Public Lands* means, solely for purposes of this URA, real property dedicated to or created as public right-of-way or dedicated as a park and/or real property owned in fee by the United States or the State of Colorado, including any local government thereof.

*Relocate or Relocation* means the adjustment of a Utility that is necessary for the continuous operation of Utility service, Project economy, sequencing of Project construction, or to bring the Utility into compatibility with the implementation of a Project, including without limitation: Removal and reinstallation, including necessary temporary facilities; transfer or modification of location (including raising or lowering the Utility in its existing location); acquiring necessary right-of-way at a new location; moving, rearranging, or changing the type of Utility (exclusive of Betterments); Abandonment; installing permanent steel plating or concrete slabs; encasement of the Utility; temporarily de-energizing power lines; installing permanent physical barriers; and construction of a replacement utility that is functionally equivalent.

*Relocation Plans* means the preliminary and final Utility Relocation design plans and construction documents.

*Relocation Standards* means the written design, construction or operating standards, procedures, and criteria in effect as of the execution date of the Work Order that are utilized by Owner, RTD or third parties impacted by or having jurisdiction over the Relocation (e.g., Colorado Department of Transportation, the municipality in which the Relocation will occur, the Colorado Public Utilities Commission and any affected railroad).

*Removal* means the removal of Utility materials, including the demolishing, dismantling, removing, transporting, or otherwise disposing of Utility materials and cleaning up to leave the Relocation site in a neat and presentable condition, all in accordance with federal, state, and local law.

*Responsible Party* means the Party responsible for the Cost of Relocation.

*RTD Project Contractor* means the organization hired by RTD to perform the construction of a Project.

*Salvage Value* means the amount received from the sale of Utility material that has been removed or the amount at which the recovered material is charged to Owner's accounts if retained by Owner for use, in accordance with 23 C.F.R. 645.

*Utility or Utilities* means a facility or facilities, including necessary appurtenances, owned and/or operated by Owner that has been identified as potentially posing a conflict with the implementation of a Project. Utility shall also refer to any such facility during and after Relocation.

*Utility Work* means tasks, obligations and duties, exclusive of Incidental Utility Work and Excluded Environmental Work, required to either accomplish Relocation or confirm that no Relocation is required for a Utility, whether performed by RTD or Owner, including:

- a) design of the Relocation, including the creation of Relocation Plans;
- b) construction of the Relocation, including labor, materials and equipment procurement, temporary Relocations, and Relocation of existing service lines connecting to any Utility, regardless of the ownership of such service lines or of the property served by such service lines; and
- c) activities undertaken to effectuate the Relocation, hereinafter collectively referred to as "Utility Coordination," including without limitation:
  - i) verification by survey, potholing or otherwise that a Utility is, or is not, in conflict with a Project;
  - ii) Construction Staking by Owner off of the Project Site, subject to Article 13(b);
  - iii) provision of survey coordinate data and field surveys for the construction of a Relocation;
  - iv) acquisition of Permissions and property interests;
  - v) public information and traffic control;
  - vi) resurfacing and restriping of streets and reconstruction of curb and gutter and sidewalks as may be required by any relevant authority;
  - vii) development of and delivery to the non-Constructing Party of as-builts (or, in the alternative, drawings marked to show changes in the field) showing each Relocation that will remain within Project ROW; and
  - viii) quality control activities performed to ensure and document that Utility Work is in accord with Relocation Plans, including, without limitation, materials handling; construction procedures; calibrations and maintenance of equipment; document control; production process control; and any sampling, testing, and inspection done for these purposes.

*Work Order* means the document under which all Relocations shall be implemented and the Responsible Party designated, in accordance with Article 10.

2) LIST OF EXHIBITS. The following exhibits are attached hereto and incorporated herein by reference:

|           |   |
|-----------|---|
| Exhibit A | Form of No-Conflict Close-Out Form                            |
| Exhibit B | Form of Work Order ("Work Order")                             |
| Exhibit C | Form of Design of Relocation Acceptance Letter ("DRAL")       |
| Exhibit D | Form of Construction of Relocation Acceptance Letter ("CRAL") |



Exhibit E                      Form of Invoice

Exhibit F                      Buy America Certification

3) SCOPE OF AGREEMENT.

a) This URA provides for the scheduling and timely performance of Relocations necessitated by RTD's implementation of a Project and prescribes the process for determining, among other things, the Party responsible for the Cost of Relocation. Owner acknowledges and agrees that where a portion of a Project is implemented by a party other than RTD (e.g., Colorado Department of Transportation, BNSF or Union Pacific Railway Company), this URA shall not apply to such portion of the applicable Project.

b) This URA does not commit funding by either Party nor bind any Party to responsibility for the cost or performance of any Relocation. Each Relocation for a Project will be implemented by a Work Order to be negotiated and agreed by the Parties and which shall serve as the documentation binding the Parties as to responsibility for costs and performance of Utility Work. Until a Work Order is executed by a Party, that Party is not bound with respect to any matters represented therein, including responsibility for cost or performance of any Utility Work.

c) RTD and/or Owner, as applicable, will ensure that funds have been budgeted, authorized and appropriated for all Utility Work specified on the Work Order for which it is the Responsible Party prior to execution of the Work Order. Neither Party will authorize any Work Order which will cause the cost shown on any Work Order to increase, unless the Responsible Party first makes sufficient funds available for the new Utility Work. Execution of a Work Order by a Party is a representation that it has sufficient funds available for the Utility Work.

d) For each Relocation, RTD will issue a Project-specific Work Order that shall be consistent with this URA and that shall identify, among other things, the Parties, the applicable Project, the relevant Utility (by Project-specific identification number and general description) and the Relocation schedule.

4) FEDERAL/STATE/LOCAL REQUIREMENTS.

a) Notwithstanding any provision of this URA that may be to the contrary, all Relocation Plans, Relocation Standards, Cost of Relocation estimates, and billings for Relocation for which RTD is the Responsible Party shall comply with the requirements of 23 C.F.R. 645, as may hereafter be amended, which is incorporated herein by this reference. This URA is subject to and the Parties agree to comply with C.R.S. § 32-9-119.1.

b) The Parties shall at all times in the performance of Utility Work, Incidental Utility Work and Excluded Environmental Work strictly adhere to, and comply with, all other applicable federal and state and local laws and their implementing regulations as each currently exists and may hereafter be amended.

c) RTD has advised Owner that it may seek reimbursement from agencies of the United States of America for various costs associated with applicable Projects, including certain costs and obligations of RTD with respect to utility relocations. Notwithstanding any provision of this URA that may be to the contrary, all Relocation Plans, Relocation Standards, Cost of Relocation estimates, and billings for Relocations for which RTD is the Responsible Party shall comply with the requirements of 23 C.F.R. 645, as may hereafter be amended, which is incorporated herein by this reference.

d) In the performance of construction of Utility Relocations for which RTD is the Responsible Party and Owner is the Constructing Party, Owner shall comply with, and ensure that its lower tier contractors and subcontractors comply with, Buy America Requirements. Owner shall provide RTD with a certification of compliance in the form attached hereto as Exhibit F certifying compliance with Buy America Requirements. RTD shall be responsible to request any applicable waivers from Buy America Requirements from the Secretary of Transportation, provided Owner shall provide supporting materials as necessary for RTD to submit such waiver requests. The provisions of this Article 4(c) shall not apply if RTD has designated on the Work Order that Buy America Requirements do not apply to the Relocation governed by that Work Order.

e) Owner will be responsible for ensuring that its lower tier contractors and subcontractors are in compliance with applicable requirements. RTD shall specifically state in any such notice to Owner of anticipated Federal funding, the source of the Federal funding secured and the applicable Buy America requirements to which Owner shall comply.

#### 5) COORDINATION AND COOPERATION

a) The Parties each agree to coordinate and cooperate with one another and with their respective Contractors in order to ensure that Utility Work, Incidental Utility Work, and any Excluded Environmental Work are performed promptly, and in close coordination with Project implementation.

b) Owner acknowledges that, except as specifically provided in this URA, RTD may contractually delegate RTD's obligations under this URA to its Contractors; provided, however, that RTD's delegation to its Contractors shall not relieve RTD of its duties under this URA or under any statute and RTD may not delegate to its Contractors the obligation to acquire replacement real property interests described in Article 8 of this URA or to collect from or make payments to Owner, as applicable.

c) RTD shall provide Owner with notice of Project Commencement.

#### 6) IDENTIFICATION OF UTILITIES.

a) For each Project, RTD shall provide Owner with Project Plans in electronic format at the conclusion of preliminary engineering, conclusion of final design, and at such other times that RTD receives a formal design submittal from its design Contractor. In addition, RTD shall provide Owner, in hard-copy format, those portions of the Project Plans that show the location of Owner's Utilities. All Project elements shown in the Project Plans, including corridor alignments, station locations and right-of-way plans are subject to receipt of the environmental decision documents and any mitigation measures specified

therein. The Parties acknowledge that the provision of Project Plans as contemplated by this URA varies from that required by C.R.S. § 32-9-119.1(6)(a) and that it is the intent of the Parties that this URA provision shall govern the interpretation of this URA. RTD shall provide Owner with written notice of Owner's affected Utilities for each Project in accordance with C.R.S § 32-9-119.1.

b) Owner and RTD will meet to confirm the conflict status of each of Owner's Utilities. The Relocation Standards and the applicable Project Plans shall be utilized in determining whether a Utility is in conflict with a Project. If a Utility is confirmed to be in conflict with the applicable Project, RTD and Owner shall coordinate to determine the nature of the Relocation required based upon the Relocation Standards and the applicable Project Plans, and RTD shall update the Utility Matrix to reflect the recommended action and issue a Work Order. If RTD, the RTD Project Contractor and Owner each agree that a Utility is not in conflict with a Project, the RTD Project Contractor and Owner shall execute a document for each such Utility affirming that the Utility is not in conflict ("No Conflict Close-Out Form"), the form of which is attached as Exhibit A.

c) RTD, in coordination and cooperation with Owner, shall identify and track the Relocation status of Owner's Utilities on a Utility matrix ("Utility Matrix"). Utility Matrices shall be updated by RTD as Utilities are identified and Relocated and will reflect changes, clarifications, corrections or developments with respect to each Utility's conflict status. Updated Owner-specific Utility Matrices will be provided to Owner upon request. If at any time a Utility Matrix provided to Owner fails to identify Owner utilities that Owner knows or should reasonably know may be in conflict with a Project, Owner shall notify RTD of such unidentified Owner utility and provide all documentation with respect thereto, and the Owner utility will be added to the Utility Matrix.

d) Any Discovery shall be handled in accordance with C.R.S. § 32-9-119.1(6)(d)(III)-(V). Verbal communication of a Discovery shall be followed by written confirmation.

e) Populated Utility Matrices are informational documents utilized for RTD's Utility tracking purposes only. Information contained in the Utility Matrix is non-binding until reflected on either an executed No-Conflict Close-Out Form or on an executed, mutually-agreed Work Order, which, in conjunction with this URA, serves as the binding documentation governing a Utility's Relocation status. All information contained in the Utility Matrix is subject to RTD's receipt and review of documentation related to the Utilities and receipt of any applicable environmental clearance process.

## 7) COST OF RELOCATION.

a) As soon as is reasonably possible following confirmation that a Utility is in conflict with a Project, the Parties shall, to the extent they have not already done so, exchange all documentation, including Operating Rights Agreements and/or Documentary Evidence, governing the location in question in order to determine the Responsible Party. Each Party shall have an obligation to update and/or supplement all such documentation until the date of execution of the applicable Work Order. If Owner submits Documentary Evidence to RTD, RTD shall have the right to utilize and have considered any additional documentation with respect to the claim that it obtains or has in its possession. The Parties shall mutually agree as to the nature of Owner's rights or, failing such agreement, shall treat the claim as a Dispute under Article 19.

b) The Cost of Relocation shall be presumed to be borne by RTD except in the following circumstances, in which cases, Cost of Relocation shall be borne by Owner:

- i) where the Utility is located in Project ROW or other RTD property pursuant to an Operating Rights Agreement held by, acquired by, or assigned to RTD that is revocable or requires Owner to pay the Cost of Relocation;
- ii) where the Utility is located in Project ROW or other RTD property but Owner can provide no Operating Rights Agreement or competent Documentary Evidence of its right to operate Utilities in the location in question;
- iii) where the Utility is located in property not owned by Owner pursuant to an Operating Rights Agreement that is revocable or requires Owner to relocate at Owner's cost and the holder of such Operating Rights Agreement exercises its rights in accordance with the Operating Rights Agreement; or
- iv) where federal, state or local law requires that Owner pay the Cost of Relocation.

c) Notwithstanding anything in this URA which may be interpreted to the contrary, if a Relocation of a Utility is required based upon information, surveys, Project Plans, Relocation Plans, Relocation Standards, Construction Staking or other information which is provided by a Party and the information is incorrect, incomplete or subsequently revised causing additional design or construction of Relocation of the same Utility (or any part thereof), the Cost of Relocation and any additional costs incurred for the second and each subsequent Relocation will be paid by the Party that provided the incorrect information or caused the revisions necessitating the subsequent Relocation.

d) Environmental Work.

- i) If Hazardous Materials contamination unrelated to Owner's utility facilities is discovered by the Constructing Party in the Project Site, the Constructing Party shall promptly notify the other Party of such Hazardous Materials contamination and, if Owner is the Constructing Party, Owner shall cease all construction of Relocation at the location in question until such time as Environmental Work at that location has been completed. Owner shall not be responsible to conduct or pay the costs of Environmental Work, except as specifically prescribed in this Article 7(d).
- ii) The previous paragraph notwithstanding, the Responsible Party is responsible for the cost of, and the Constructing Party shall perform, any Environmental Work necessitated by the removal of intact Owner Utility materials that contain or are comprised of Hazardous Materials.
- iii) In addition, to the extent that any Environmental Work is required to remediate Hazardous Materials contamination caused by (A) the construction, operation, or maintenance of Owner's Utility in its existing location and/or (B) negligent or willful acts or omissions of Owner or its Contractors in constructing the Relocation ("Excluded Environmental Work"), Owner shall be responsible for the costs of all such Excluded Environmental Work and may be required to undertake such Excluded Environmental Work.

iv) RTD shall extend the deadline for completion of Relocations affected by Hazardous Materials contamination while Environmental Work is undertaken. Owner shall make reasonable efforts to redistribute its Relocation crews to other Relocation sites while unable to perform at any contaminated location.

e) Credits

i) If RTD seeks Depreciation Value credit pursuant to 23 C.F.R. 645 for a Utility Relocation for which RTD is the Responsible Party, Owner shall furnish evidence of the period of actual length of service and total life expectancy of the Utility as well as evidence of the original cost to install the Utility. Based upon the submitted evidence, the Cost of Relocation shown on any Work Order shall reflect the Depreciation Value credit due.

ii) Owner shall furnish RTD with evidence of any Salvage Value received for a Utility Relocation for which RTD is the Responsible Party, as required by 23 C.F.R. 645. Based upon the submitted evidence, the Cost of Relocation shown on the Work Order shall reflect the Salvage Value credit due. Where RTD is also the Constructing Party, salvageable Utility property or material removed during Relocation that is not reused shall become the property of RTD, unless otherwise noted in the Work Order.

f) Where possible, the Cost of Relocation shall be negotiated on a "lump-sum" rather than on an "actual cost" basis. However, no lump-sum arrangement will be entered into for any Relocation if such arrangement would preclude federal reimbursement pursuant to 23 CFR 645. If the Cost of Relocation is negotiated on a lump-sum basis, each Party's financial obligation (if any) for the Relocation shall be limited to the lump-sum amount expressly stated and itemized in the Work Order issued for that Relocation. If the Cost of Relocation is negotiated on an actual cost basis, the amount shown on the Work Order shall be an estimated cost, which estimate shall not be exceeded without written amendment of the Work Order. Responsibility for the Cost of Relocation shall not bind the Parties until the Work Order is fully executed. Reimbursement, as necessary, is governed by Article 16.

g) Notwithstanding Article 7(b), Protection in Place shall be paid for by RTD. It is understood, however, that Protection in Place shall be limited to actions or temporary improvements during construction of a Project. The installation of a long-term improvement (*e.g.*, an improvement intended to remain in place during operation of the Project), permanent raising or lowering of the Utility, or the installation of a barrier that will not be removed after construction of a Project is considered a Relocation not Protection in Place. In addition, a Party who would be the Responsible Party in connection with a Relocation that requests an adjustment of Project Plans, such as, by way of example and not limitation, changing the grade in the Project ROW or adjusting a Project bridge's length, in order to avoid Relocation of a Utility, will be responsible for all costs incurred in connection with adjusting the Project Plans. Such changes and cost allocation shall be documented on a fully executed Work Order.

8) REAL PROPERTY INTERESTS.

a) Utilities Located By Operating Rights Agreement

Any Owner Utilities currently located or anticipated to be located in Project ROW or other RTD property shall be permitted only by an Operating Rights Agreement, which shall have been executed prior to commencement of construction of Relocation. If Owner currently holds an Operating Rights Agreement for Owner's facilities in Project ROW or other RTD property, the terms and conditions of that Operating Rights Agreement, as may be amended by mutual agreement of the parties thereto, shall continue to govern Owner's facilities at that location, until that Operating Rights Agreement is terminated. If the Parties reasonably agree, the Operating Rights Agreement assigned to RTD in connection with the conveyance of Project ROW or RTD property shall be converted into an RTD Operating Rights Agreement, provided that both RTD and Owner shall enjoy substantially the same rights and obligations contained in the assigned Operating Rights Agreement.

b) Permission to Perform Utility Work

i) Owner may not Abandon Utilities within Project ROW or other RTD property without RTD's consent, as evidenced by RTD's signature on the Work Order. Owner shall not install any new facilities in Project ROW or RTD property without first obtaining an RTD Operating Rights Agreement.

ii) If Owner's Utilities are located in Project ROW or other RTD property pursuant to an effective Operating Rights Agreement, Owner's Relocation and permission to enter upon Project ROW or other RTD property to undertake Relocation shall be governed by, and in accordance with, the terms of such Operating Rights Agreement. If the location of the Relocated Utility is materially changed, Owner's current Operating Rights Agreement shall be amended to reflect the revised location.

iii) If Owner's Utilities are located in Project ROW or other RTD property without an effective Operating Rights Agreement, Owner shall not commence construction of Relocation on Project ROW or other RTD property without first obtaining an RTD Operating Rights Agreement from RTD.

iv) Notwithstanding (i) through (iii), above, RTD's signature on a Work Order shall constitute permission for Owner and its employees, agents, and Contractors to enter upon Project ROW or other RTD property for the sole purpose of performing activities necessary to design the Relocation, including without limitation, surveying and potholing, but excluding boring, sampling or other testing, all subject to each of the terms and conditions contained in this URA. Permission for Owner or its Contractors to traverse the property of any other property owners or interest-holders is the sole responsibility of Owner.

c) Property Acquisition and Reimbursement

i) The Parties shall use reasonable efforts, including by Protecting In Place, raising or lowering, covering with permanent steel plating or concrete slabs, or encasing, to leave in their existing location any Utilities that are located within Public Lands. Where a Utility is located in Public Lands and must be Relocated out of Public Lands, the Parties shall initially attempt to Relocate into Public Lands. If the Parties cannot so Relocate, replacement property interests or possessory rights, as applicable, shall be acquired in accordance with Article 8(c)(iv).

ii) If Owner's Utility occupies real property pursuant to fee interest (including a fee interest acquired by adverse possession as mutually agreed pursuant to Article 7(a)) held by Owner ("Owner Property") and RTD requires Owner Property for Project ROW or Project construction, the Parties shall use reasonable efforts to leave Utilities in their existing location, including by Protecting In Place, raising or lowering in the existing location, covering with permanent steel plating or concrete slabs, or encasing the Utility so that it will not be in conflict with the applicable Project. However, if the Parties cannot avoid Relocation of the Utility from the Owner Property, replacement property interests shall be acquired in accordance with Article 8(c)(iv) hereof and RTD shall reimburse Owner for the Cost of Relocation of all Owner facilities which are required to be Relocated because of RTD's need to acquire the Owner Property or a portion thereof, including Owner facilities that may be located on adjacent property not owned in fee by Owner. Once the Utility has been Relocated and is in service, Owner shall convey to RTD the Owner Property that is required for the applicable Project. At the election of Owner, RTD shall either reimburse Owner for the value of the Owner Property conveyed to RTD plus any other amounts Owner is entitled to recover under applicable law or shall pay the costs to acquire replacement property interests for Owner.

iii) If Owner's Utility occupies real property pursuant to a permanent easement ((including an easement interest acquired by prescriptive rights as mutually agreed pursuant to Article 7(a)) held by Owner ("Owner Easement") and RTD requires the Owner Easement for Project ROW or Project construction, the Parties shall use reasonable efforts to leave in their existing location any Utilities that are located within Owner's Easement, including by Protecting In Place, raising or lowering in the existing location, covering with permanent steel plating or concrete slabs, or encasing the Utility so that it will not be in conflict with the applicable Project. However, if the Parties cannot Protect the Utility in Place or Relocate within the Owner Easement, replacement property interests shall be acquired in accordance with Article 8(c)(iv). RTD shall pay the cost of the replacement property interests in accordance with § 32-119.1(7)(a)(I) – (II), and RTD shall reimburse Owner for the Cost of Relocation of all Owner facilities that are required to be Relocated because of RTD's need to acquire the Owner Easement or any portion thereof, including Owner facilities that may be located on adjacent property not subject to an Owner Easement. RTD shall be entitled to offset the cost of replacement property interests or the Cost of Relocation by the amount that Owner receives as compensation from any source other than RTD for the transfer of rights in the Owner Easement. If Owner receives compensation for an Owner Easement in connection with the RTD's acquisition of the Owner Easement or of fee ownership of the property traversed by the Owner Easement and, in addition, RTD has paid both the cost of acquisition of replacement property interests and the Cost of Relocation in connection with same Owner Easement, or portion thereof, Owner shall be required to pay such compensation to RTD.

iv) If it has been determined in accordance with Article 8(c)(i) through (iii) that replacement property interests or possessory rights must be acquired, the Parties shall meet to determine a suitable Relocation location and a schedule and plan to acquire the property interests necessary for the Utility's Relocation. Owner shall acquire property interests to be acquired in fee or easement and shall replace, amend, update, or extend possessory rights, such as licenses or crossing permits, or interests acquired through prescriptive rights or adverse possession, in each case at RTD's cost, subject to the terms

of this URA. RTD shall have the right to examine and approve the property acquisition transaction contemplated for the new Utility location in order to confirm that a 'like-for-like' replacement of property interests or possessory rights is to be acquired. Property interests or possessory rights necessary for any Relocation must be obtained prior to commencement of construction of the Relocation.

v) This URA is not intended to waive Owner's rights to be paid just compensation in the event that RTD should require Owner Property or Owner Easement for any portion of a Project. If no agreement is reached with respect to any particular Owner Property or Owner Easement needed for a Project, RTD may bring an action to condemn if permitted by, and in accordance with, applicable law, and Owner retains all its rights under applicable law, including without limitation, its rights to bring an action for inverse condemnation.

vi) If necessary, Work Orders shall be revised to reflect the impact of property acquisition on the construction completion date shown on the Work Order. All real property acquired for a Project by RTD, including for Utility Relocations, must be and shall be acquired pursuant to the Uniform Acquisition and Relocation Act, 42 U.S.C.A. § 4601 and applicable right-of-way procedures in 23 C.F.R. 710.203.

9) PERMISSIONS. Owner shall obtain all Permissions for which Owner is required to be the named permittee, including any Operating Rights Agreements not based in fee or easement. The Constructing Party shall obtain all other Permissions. The Parties agree to cooperate with one another in obtaining any Permission and to exchange copies promptly after obtaining any Permission.

10) WORK ORDER PROCESS. Relocations required by a Project shall be undertaken pursuant to a Work Order ("Work Order"), the form of which is attached as Exhibit B. Once a Utility is confirmed to require Relocation and the Parties have agreed upon the Work Order Content (defined below), the Parties shall negotiate a Work Order. For Relocations to be undertaken prior to Project Commencement, the Work Order shall be executed first by Owner and then by RTD, and shall not require the RTD Contractor's signature. For Work Orders commenced after Project Commencement, the Work Order shall be executed first by Owner, then by the RTD Contractor and finally by RTD. Work Orders shall not be binding upon any Party until fully executed.

a) Work Order Content. Work Orders shall identify: the existing and proposed location of the Utility; concise description of Owner's property interests or Operating Rights Agreements where currently located; the agreed Relocation and detailed scope of work; the Designing Party; the Constructing Party; the Responsible Party; whether Buy America Requirements are applicable to the Relocation; whether reimbursement, if any, is to be made on a lump sum or actual cost basis; where reimbursement is applicable, the negotiated lump-sum or actual not-to-exceed Cost of Relocation; where reimbursement is applicable, Salvage Value, Depreciation Value and the cost of any Betterments, Incremental Costs, temporary Relocations to be paid by RTD, Environmental Work conducted pursuant to Article 7(e)(ii) and/or Excluded Environmental Work; an indication of whether replacement property interests are required for Relocation and the Party responsible for acquisition thereof; where reimbursement is applicable, the estimated



actual not-to-exceed cost, if any, to acquire replacement property interests; the schedule for commencement and completion of both design and construction of the Relocation; the most-current RTD Project Plans at the Utility location; the Relocation Standards applicable to the Relocation (hard copy or reference); and any other terms and conditions applicable to the Relocation, such as approved service interruptions or negotiated Betterments and payment arrangements therefor, (collectively, "Work Order Content"). The non-Designing Party shall be solely responsible to provide (hard-copy, electronically, or by reference) the Relocation Standards that it requires the Designing Party to apply to the Relocation covered in the Work Order. If Relocation Standards are not so provided, the Designing Party shall not be responsible for the cost of any corrective Utility Work. The construction completion date identified on any fully executed Work Order shall supersede the time limits identified in any written notice previously delivered to Owner by RTD in accordance with C.R.S. § 32-9-119.1.

b) Service Continuity. RTD shall not shutdown or temporarily divert Owner's Utilities unless agreed by Owner and evidenced in detail on the Work Order. Owner shall have sole responsibility to operate any valves and/or switches, as applicable, unless Owner requests otherwise in writing. Subject to *Force Majeure*, Owner's Utilities shall otherwise remain fully operational during all phases of Project construction. Except where due to *Force Majeure*, and without waiving any claims under applicable law that the Constructing Party may have against the Designing Party, the Constructing Party shall be responsible for the actual documented costs and damages incurred by Owner arising out of any unapproved interruption in Owner's Utility service resulting from performance of Utility Work or Project construction.

c) Work Order Preparation. To the extent such documentation has not previously been exchanged, RTD and Owner shall coordinate the exchange of all information necessary for preparation of the Work Orders and shall promptly meet to resolve through good faith negotiation any comments or disagreements with respect to Work Order Content. If the Parties cannot reach agreement on the Work Order Content, the Work Order shall be handled as a Dispute in accordance with Article 19. Once the Parties have reached agreement on the Work Order Content, the Work Order shall be prepared by RTD for execution by Owner. Work Orders may be delivered by e-mail, facsimile, hand delivery, or by certified or registered first class mail. Owner shall respond within 14 calendar days after receipt of the Work Order either by executing the Work Order or providing comments.

d) Work Order Conclusive. Once a Work Order is fully executed, that Work Order shall be conclusive as to all matters represented therein. Any material change to the Work Order scope of work and any change that will result in an increase in the time necessary to complete a Relocation or an increase to the Cost of Relocation above the amount authorized on the Work Order must be shown on a revised duly executed Work Order. Executed Work Orders, as they may be revised from time to time, are incorporated into this URA by this reference.

#### 11) BETTERMENT.

a) If Owner requests a Betterment, RTD will determine, in its sole discretion, whether Betterment work at any specific location can be accommodated based upon the following considerations: (i) whether the work is compatible with Project work; (ii) whether the work

would delay any Project schedule; and (iii) if RTD is the Responsible Party, whether it is feasible to separate the Betterment work from any related Utility Work being performed by the Constructing Party.

b) If RTD agrees to include a Betterment at any specific location and RTD is either the Constructing Party, Responsible Party or both, Owner and RTD (and, after Project Commencement, the RTD Contractor) shall coordinate to determine the price (lump-sum or actual cost) for said Betterment and shall include the cost and terms of the Betterment in a Work Order. All Betterment work, including the cost to RTD for incremental design, shall be at Owner's sole cost.

c) Where RTD is the Designing or Constructing Party, upon execution of the Work Order, Owner shall deposit the total price of the Betterment work with RTD. Payment for Betterment work shall not be subject to set-off. If the negotiated price is on an actual cost basis, RTD shall notify Owner whenever the cost of such Betterment work reaches 80% of the negotiated price specified for the Betterment on the Work Order. If the actual costs exceed the negotiated price specified for the Betterment on the Work Order, RTD will not proceed unless the increased cost is agreed by Owner on a revised Work Order and paid by Owner to RTD prior to progressing with the work.

**12) DESIGN AND REVIEW OF RELOCATION PLANS.** Relocation Plans shall comply with the Relocation Standards and with the terms of this URA. Completed Relocation Plans shall be submitted to the non-Designing Party for review, who shall review the Relocation Plans solely for conformance with the URA and with the Relocation Standards provided by the non-Designing Party. Approval or rejection of Relocation Plans shall be returned to the Designing Party by no later than 14 calendar days after its submission, unless a different time period is expressly provided in the respective Work Order. The non-Designing Party's approval of Relocation Plans shall be evidenced by an executed design of relocation acceptance letter in the form of attached as Exhibit C ("DRAL"). All DRALs shall be prepared by RTD, reviewed by Owner and executed by the non-Designing Party. Rejection of Relocation Plans shall be made in writing and shall specify the grounds for rejection as well as suggestions for correcting non-conformance. The revised Relocation Plans shall be re-reviewed and either approved or rejected not later than 7 calendar days after re-submission to the non-Designing Party. RTD's Contractor shall review Relocation Plans and execute DRALs for RTD. Prior to Project Commencement, RTD shall review Relocation Plans and shall execute DRALs for RTD. After Project Commencement, the RTD Contractor shall execute DRALs for RTD. The Constructing Party shall not commence construction of Relocation until a DRAL has been executed by the non-Designing Party for that Relocation. RTD shall prepare draft DRALs and submit them for review and approval by Owner prior to preparing and providing final DRALs for execution by the non-Designing Party.

**13) CONSTRUCTION OF RELOCATION; INSPECTIONS.**

a) After execution of the DRAL, the Constructing Party shall determine whether all Permissions have been obtained and, if necessary, obtain any Permission that has not been obtained. The Constructing Party shall provide notice to the other Party of its anticipated construction of Relocation commencement date.

b) As set forth in this Article 13(b), RTD shall perform construction staking identifying the location to which Owner's Utilities are to be Relocated ("Construction Staking") prior

to the scheduled date for commencement of construction of Relocation. Such Construction Staking shall be based on Project Plans and the Relocation Plans. RTD shall provide Construction Staking at no cost to Owner (i) within the Project Site, (ii) off the Project Site where RTD is constructing improvements necessary to complete the Project and (iii) in other situations as the Parties may agree in the Work Order.

c) Completed construction of Relocation shall be inspected immediately following completion for conformance with the URA and Relocation Plans; provided that RTD approval of construction of Relocation performed by Owner shall be limited to Utility Work performed within Project ROW or RTD property. The non-Constructing Party's approval of construction of Relocation shall be evidenced by an executed CRAL, the form of which is attached as Exhibit D. All CRALs shall be prepared by RTD for execution by the non-Constructing Party. If the construction of Relocation is approved, CRALs shall be executed immediately after inspection. Rejection of construction of Relocation shall be made in writing within 24 hours of inspection and shall specify the grounds for rejection as well as suggestions for correcting non-conformance. The revised Relocation shall be re-inspected for conformance with corrective suggestions immediately following corrective work and either approved or rejected after re-inspection. Provided that the non-Constructing Party approves the re-inspected construction of Relocation, CRALs shall be executed upon completion of re-inspection. A non-Constructing Party's inspection, approval and acceptance of any construction of Relocation performed shall not be construed as a waiver of any claim that the non-Constructing Party may have under applicable law. The RTD Project Contractor shall execute CRALs for RTD. Prior to Project Commencement, RTD shall inspect construction of Relocation and execute CRALs for an on behalf of RTD. After Project Commencement, the RTD Contractor shall inspect construction of Relocation and execute CRALs for and on behalf of RTD. Any change requested to Utility Work that is the subject of an executed CRAL must be shown on a new, duly executed Work Order.

d) If Relocations and Relocation inspections are directly coordinated with Project construction or are undertaken on the Project Site and the potential for conflicting traffic control operations exists, RTD shall perform the required traffic control, regardless of whether the Relocation is performed by RTD or Owner. RTD shall perform Construction Staking on the Project Site for all Relocations. RTD shall perform Construction Staking on the Project Site for all Relocations.

e) The Constructing Party shall provide the non-Constructing Party as-built plans or drawings marked to show changes in the field not later than 90 calendar days after the execution of the respective CRAL.

14) APPROVALS AND ACCEPTANCES. Approvals and acceptances shall not be unreasonably withheld or delayed. If approval or acceptance is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such approval or acceptance. Every effort shall be made to identify with as much detail as possible what changes are required for approval and acceptance.

15) OWNERSHIP, OPERATION, AND MAINTENANCE OF UTILITIES.

a) If Owner is the Constructing Party, ownership and all responsibilities for operations and maintenance of the Utility shall be Owner's. If RTD is the Constructing Party, Owner

shall assume ownership and all responsibilities for operation and maintenance of the Utility upon execution of the CRAL.

b) If Owner Utilities remain located within Project ROW after all Utility Work has been completed, Owner's access for maintenance and servicing of the Utilities after rail operations commence shall be allowed exclusively pursuant to and in accordance with the Operating Rights Agreement governing that location.

#### 16) REIMBURSEMENT.

a) The Responsible Party shall be identified on the Work Order. The Designing or Constructing Party (if not the same as the Responsible Party) may invoice the Responsible Party no more than monthly for the Cost of Relocation incurred on or subsequent to the effective date of this URA utilizing the form of invoice attached as Exhibit E. Invoices shall cover all Utility Work performed since the prior invoice submission. The previous sentence notwithstanding, any costs incurred to acquire replacement property interests for Owner's utilities under this URA must be invoiced separately and must have been identified as a cost on the Work Order.

b) The Responsible Party shall make payment within 60 calendar days of receipt of invoice. If the Responsible Party disputes any portion of the invoice, it may withhold payment for the disputed portion while timely remitting payment on the undisputed portion. All invoices for Utility Work must be submitted not later than one year after execution of the corresponding CRAL for that Utility Work. All invoices submitted to RTD for reimbursement shall be reviewed for compliance with the cost eligibility and reimbursement standards contained in 23 CFR 645.101, *et seq.*

c) The Responsible Party will ensure that it has budgeted, authorized, and appropriated funds for all Utility Work costs specified in a Work Order. Neither Party will authorize any Work Order or Work Order revision that will cause the lump-sum or estimated not-to-exceed actual cost shown to increase beyond the previously appropriated amounts, unless the Responsible Party appropriates additional funds. Execution of a Work Order or Work Order revision by the Responsible Party is a representation that it has sufficient funds available for the Utility Work identified in the Work Order.

#### 17) DEADLINES AND DELAYS.

a) RTD shall be liable to Owner for actual damages suffered by Owner as a direct result of RTD's delay in the performance of any Utility Work, except where such delay is caused by *Force Majeure*. RTD agrees to provide Owner notice of such *Force Majeure*.

b) Where Owner has elected to perform Utility Work, Owner shall be liable to RTD for actual damages suffered by RTD as a direct result of Owner's delay in the performance of any Utility Work or as a direct result of Owner's interference with the performance of Project construction by other contractors, except where such delay or interference is caused by *Force Majeure*. Owner agrees to provide RTD notice of such *Force Majeure*.

c) In addition to, and without limiting any rights or remedies available under this URA or otherwise, if Owner has elected to perform the Relocation Utility Work described in a Work Order and Owner fails to complete that Utility Work on or before the deadline established in the applicable Work Order, or if RTD reasonably determines that Owner will

be unable to timely complete such Utility Work, RTD shall, after providing Owner 14 calendar days to cure or provide a plan to cure, issue a Dispute Notice in accordance with Article 19. If the Parties are unable to resolve the Dispute, RTD may proceed to court in accordance with C.R.S § 32-9-119.1(5)(b). Owner shall be responsible for damages to RTD in accordance with Article 17(b).

d) In the event of a Dispute, the Parties agree that they will each continue their respective performance as required hereunder, including paying invoices, and that such continuation of efforts and payment of invoices shall not be construed as a waiver of any legal right or power: (a) of any Party under this URA, any Work Order, or any other agreement executed pursuant hereto; or (b) otherwise available pursuant to applicable law.

#### 18)NOTICES; REPRESENTATIVES AND AUTHORITY.

a) Notices. Any and all notices required to be given by RTD or Owner pursuant to this URA must be provided in writing, deliverable by e-mail, facsimile, hand delivery, or by certified or registered first class mail, to the Party representatives identified herein. Notice shall not be deemed given if not provided in the manner prescribed in this Article 18. All notices to RTD shall be concurrently provided to the following persons:

Jim Kelley  
RTD Utility Representative  
1560 Broadway, FAS-72  
Denver, Colorado 80202  
Phone: 303-299-6975  
Fax: 303-299-6994  
e-mail: [James.Kelley@rtd-denver.com](mailto:James.Kelley@rtd-denver.com)

b) Party Representatives. For the purpose of this URA, the individuals identified below are hereby-designated representatives of RTD and Owner. Either Party may from time to time designate in writing new or substitute representatives.

FOR RTD:

Pranaya Shrestha  
Senior Manager, Program Management  
1560 Broadway, FAS-71  
Denver, Colorado 80202  
Phone: 303-299-2461  
Fax: 303-299-2452  
e-mail: [Pranaya.Shretha@rtd-denver.com](mailto:Pranaya.Shretha@rtd-denver.com)

FOR OWNER:

Greg Yanker  
Project Manager  
City of Northglenn  
11701 Community Center Drive  
Northglenn, CO 80233  
[gyanker@northglenn.org](mailto:gyanker@northglenn.org)

c) Authority. Party representatives shall each have the authority to negotiate, approve and execute Work Orders, DRALs, CRALs, Work Order revisions, and, where applicable, No-Conflict Close-Out Forms; review and approve or reject Relocation Plans; inspect and approve or reject construction of Relocation; review invoices for payment; and otherwise act for the Party represented. Either Party may limit the signature authority of its Party representative by submission to the other Party of written notice specifically identifying the extent of and limitations of the Party representative's authority.

#### 19) DISPUTE RESOLUTION.

a) Dispute Notice. In the event of any dispute, claim, or controversy arising out of or relating to this URA, any Work Order, or any Utility Work involving or otherwise relating to a Project or the Utility Work ("Dispute"), the complaining Party shall provide a notice of Dispute ("Dispute Notice") to the other Party except where the non-complaining Party waives the requirement to receive a Dispute Notice in writing. The Dispute Notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the complaint. The complaining Party may, but will not be required to, aggregate the Dispute with other Disputes into one Dispute Notice.

b) Good Faith Negotiation. RTD and Owner shall attempt to settle all Disputes. To this effect, RTD and Owner shall conduct at least one face-to-face meeting between the Party representatives identified herein to attempt to reach a solution satisfactory to both RTD and Owner. Such meeting shall take place within 7 calendar days following delivery of a Dispute Notice. If that meeting does not resolve the Dispute, RTD and Owner shall each designate an official, at a level no lower than RTD Project manager and Owner chief engineer, to resolve the Dispute.

c) Legal Remedies. If RTD and Owner fail to resolve a Dispute in accordance with Article 19(b), either Party may proceed to district court in accordance with C.R.S. § 32-9-119.1(5) and may pursue any other remedies that may be available to it at law or in equity.

20) DAMAGE TO PROPERTY. RTD and Owner shall each require its Contractors, employees and agents to exercise due precaution and care to avoid causing damage, including environmental damage, to any property, including Project ROW or other RTD Property, Owner Property, adjacent property, utilities, adjacent structures, third persons and other third party real property. Owner and RTD shall notify one another of any such damage and any potential claims arising out of such damage.

#### 21) INSURANCE.

a) RTD shall obtain a Rolling Owner Controlled Insurance Program (ROCIP) for the construction phase of each portion of a Project to be constructed by RTD. The ROCIP provides coverage for RTD, the RTD Project Contractor and enrolled subcontractors for: General Liability with limits of liability of no less than \$2,000,000 per occurrence and aggregate; Workers Compensation as required by statute; Employers Liability; and an excess or Umbrella policy. RTD shall also procure coverage for Builder's Risk, Contractor's Pollution Liability and, if necessary, Railroad Protective Liability, each with limits of liability not less than \$1,000,000 per occurrence and aggregate. Owner, its officers and

employees shall be named an additional insured on the ROCIP General Liability policy for any construction of Relocation that Owner elects to have RTD perform.

b) By Owner.

i) Whenever Owner is the Constructing Party and it (or its Contractor) will be present on a Project Site, or on any RTD property to carry out Owner's obligations under this URA, and whether or not a Work Order has been executed, Owner shall maintain (and/or require any Contractors performing activities on behalf of Owner to maintain): (a) Commercial General Liability (Bodily Injury and Property Damage) insurance with limits of liability of not less than \$1,000,000 per occurrence and aggregate, including the following coverages (or the equivalent, if in a policy form reasonably acceptable to RTD): i) Contractual Liability to cover liability assumed under this URA and ii) Product and Completed Operations Liability Insurance; (b) automobile liability insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000; and (c) Workers' Compensation insurance as required by law. Owner shall cause RTD, its governing body, and their respective officers, employees and authorized agents to be named as additional insured on the above general liability insurance.

ii) Whenever Owner is the Designing Party of a Relocation to be constructed in or on a Project Site, Owner shall also maintain (and/or cause any Contractors performing design of Relocation to maintain) professional liability coverage for design professionals in a form reasonably acceptable to RTD and with limits of liability not less than \$1,000,000 per occurrence and aggregate.

iii) Where Owner or its Contractor is required to obtain insurance under Article 21(b)(i) or (ii), Owner shall cause a certificate (or certificates) evidencing the insurance required to be delivered to RTD as a condition precedent to commencement of Utility Work by Owner and by each other party required to provide such insurance, and shall cause such insurance to be maintained in full force and effect until all such Utility Work is completed. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Owner shall at least annually provide RTD with verification by a properly qualified representative of the insurer that Owner's and/or its Contractors' insurance complies with this paragraph and shall cause all other parties required to provide insurance pursuant to this paragraph to do the same. All commercial insurance required to be maintained by Owner's Contractors shall be issued by a provider with a Best's A- rating.

iv) Without in any way limiting any applicable indemnification under Article 22, Owner shall have the right to comply with and satisfy any or all of its insurance obligations under this URA in lieu of obtaining the applicable insurance policy(ies) by notifying RTD of Owner's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed by Article 21(b) shall apply. If requested by RTD at any time, Owner shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

## 22) INDEMNIFICATION.

Each Party shall require its Contractor(s) to indemnify, save, and hold harmless the other Party, its directors, employees, Contractors, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred

as a result of any act or omission by the indemnifying Contractor, or its employees, agents, subcontractors, or assignees, and arising out of the terms of this URA or any Work Order executed pursuant hereto to the same extent and limits to which the indemnifying Contractor indemnifies the contracting Party. If Owner performs design or construction of Relocation with force account labor, Owner shall indemnify RTD, its directors, employees, Contractors and agents to the same extent that Owner's Contractors are required to indemnify RTD under this Article 22. RTD shall not perform any construction activities for Owner Relocations with force account labor.

**23) TERMINATION FOR CONVENIENCE.**

a) RTD may terminate any Utility Work required by a Work Order at any time that RTD determines that the purposes of the distribution of funds under that Work Order would no longer be served by completion of the Utility Work ("Termination for Convenience"). RTD shall provide Owner written notice of Termination for Convenience, identifying the terminated Work Order by Work Order number and Relocation location, via certified U.S. post. Notice of Termination for Convenience shall be effective on the date that Owner receives notice thereof ("Termination Effective Date"). RTD and Owner shall meet in order to determine whether any further Utility Work is required to be performed in order to maintain Owner's continuity of operations and the Work Order shall be revised accordingly. In the event of a Termination for Convenience, RTD will reimburse Owner for (i) all Utility Work for which RTD is the Responsible Party that is duly performed by Owner or its Contractors prior to the Termination Effective Date, in accordance with the terms of this URA, and (ii) Utility Work that is required to be performed in order to maintain Owner's continuity of operations. Further, if Owner is designated the Responsible Party on a Work Order solely due to the exercise of terms included in any franchise agreement governing the location covered by the Work Order and that Work Order is Terminated for Convenience, RTD will reimburse Owner for all Utility Work performed by Owner under the Work Order.

b) Subject to the preceding paragraph, all provisions of this URA that create rights or provide responsibilities for either Party after any Termination for Convenience shall survive such Termination for Convenience.

c) All data, studies, surveys, maps, models, photographs and reports or other materials relating to Utilities or property rights or interests or rights of Owner that are provided to RTD by Owner under this URA shall be returned to Owner.

**24) SETTLEMENT OF CLAIMS.** Neither Owner nor RTD shall be entitled to reimbursement for any Utility Work covered by this URA, including costs with respect to real property interests (either acquired or relinquished), except as set forth in this URA and in the Work Order. The terms and conditions of this paragraph shall prevail over any statutory, common law, regulatory or administrative provisions governing the subject matter hereof. This URA, including all executed Work Orders, is intended as a full settlement of all claims regarding RTD's and Owner's responsibility for the Cost of Relocations. Except for obligations undertaken by RTD and Owner pursuant to this URA, Owner and RTD each waives, releases, and forever discharges the other Party, its members, officers, directors, agents, employees, successors and assigns from any and all claims for reimbursement, whether known or unknown, which either Party ever had or now has, regarding liability for



the cost of the Utility Work necessitated by a Project and identified in the Work Order. This paragraph is intended to address only the issue of responsibility for the Cost of Relocation and does not extend to any tort claims that might arise out of the performance of the Utility Work.

25) NO LIENS. Each Party shall keep the applicable Project Site and any other RTD or Owner property free from any statutory or common law lien arising out of any Utility Work performed by it, materials furnished to it, or obligations incurred by it, its agents, or Contractors.

26). RETENTION OF RECORDS.

a) Each Party shall keep and maintain all books, papers, records, accounting records, files, reports and other material relating to the Utility Work it performs (or has performed) pursuant to this URA for which it has been reimbursed or is entitled to reimbursement by the other Party, including detailed records to support all invoices submitted by each Party, for a period of three years after the date of acceptance of the completed Utility Work. Each Party and any other party or agency providing funding to RTD (including their respective auditors) shall have access to and shall be entitled to audit all such records during normal business hours upon reasonable notice to the Party maintaining such records.

b) RTD and Owner shall mutually agree upon any financial adjustments found necessary by any audit undertaken.

h) The Parties shall insert subparagraph (a) into any contracts entered for performance of Utility Work and shall also include in such contracts a clause requiring all Contractors to include subparagraph (a) in any subcontracts or purchase orders.

27) TERM. This URA is effective as of the date of RTD's signature below and will continue to govern each Project until acceptance by RTD and Owner of all Utility Work shown on the Work Order(s) for the applicable Project and final payment owing from either Party for the applicable Project has been made, whichever is later. Notwithstanding the foregoing, if RTD's board of directors has not appropriated funds for a Project or a portion of a Project on or before December 31, 2021, this URA shall automatically terminate with respect to that Project or portion thereof, as applicable. Expiration or termination of this URA will not affect any rights and obligations under this URA accrued as of the expiration or termination date or any continuing rights and obligations of the Parties under applicable federal, state or local law or under Articles 15 (*Ownership, Operation, and Maintenance of Utilities*), 22 (*Indemnification*), 23 (*Termination for Convenience*), 25 (*No Liens*) and 26 (*Retention of Records*) of this URA.

28) APPROPRIATIONS. RTD's obligations under this URA or any renewal shall extend only to monies appropriated for the purpose of this URA by RTD's board of directors and encumbered for the purposes of this URA. RTD does not by this URA irrevocably pledge present cash reserves for payments in future fiscal years, and this URA is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of RTD.

29) LEGAL AUTHORITY. Each Party warrants that it possesses the legal authority to enter into this URA and that it has taken all actions required by its procedures, by-laws, and/or

applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this URA and to be bound to its terms. The person(s) executing this URA on behalf of each Party warrant(s) that such person(s) have full authorization to execute this URA.

30) SEVERABILITY. If any provision or provisions of this URA shall be held to be invalid, illegal, unenforceable or in conflict with federal or Colorado state law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, unless the deletion of invalid, illegal or unenforceable provision or provisions would result in such a material change as to cause completion of the transactions contemplated herein to be unreasonable.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

In witness whereof, Owner and RTD have executed this URA.

FOR OWNER:

FOR THE REGIONAL TRANSPORTATION  
DISTRICT:

By: \_\_\_\_\_  
Mayor Joyce Downing  
City of Northglenn  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Pranaya Shrestha  
Title: Senior Manager, Program  
Management  
  
Date: \_\_\_\_\_

Approved as to legal form for Owner:

Approved as to legal form for RTD:

By: \_\_\_\_\_  
Corey Y. Hoffmann  
City Attorney

By: \_\_\_\_\_  
Associate General Counsel

**EXHIBIT A**

**UTILITY NO-CONFLICT CLOSEOUT FORM**

This Utility No-Conflict Closeout Form ("No-Conflict Form") is executed by Owner and the RTD Project Contractor in connection with that FasTracks Project Utility Relocation Agreement ("URA") entered by Owner and RTD. Unless the context clearly otherwise requires, initially capitalized terms shall have the meaning prescribed to them in the URA.

A fully-executed No-Conflict Form indicates the parties' concurrence that, as of the Project plans current at the date of Owner's execution hereof, no Relocation is required for Owner's Utility referenced herein. Owner and the RTD Project Contractor acknowledge that future modifications to the Project may require Relocation of the referenced Utility in accordance with the URA.

|                                      |  |
|--------------------------------------|--|
| Owner                                |  |
| FasTracks Project                    |  |
| Utility Identification No.:          |  |
| Location                             |  |
| Comments (attach pages as necessary) |  |

**FOR OWNER**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**FOR RTD PROJECT CONTRACTOR**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

If this form is not signed by Owner, Owner shall state below its basis for disagreement with the No-Conflict designation for this Utility:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (attach pages as necessary)

**EXHIBIT B**  
**FORM OF UTILITY WORK ORDER**

Owner: FasTracks Project

URA No.: \_\_\_\_\_ Utility Identification No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Work Order Revision No.: \_\_\_\_\_

Work Breakdown Structure No.: \_\_\_\_\_

**LOCATION:**  
\_\_\_\_\_

**DESCRIPTION:**  
\_\_\_\_\_

**OPERATING RIGHTS:**  
\_\_\_\_\_

**DESIGN**  No Design Required

Performing Party  RTD  Owner:

Responsible Party  RTD  Owner:

RTD pays Owner Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Owner pays RTD Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

RTD pays Contractor Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Comments \_\_\_\_\_

**CONSTRUCTION**  No Construction Required

Performing Party  RTD  Owner:

Responsible Party  RTD  Owner:

RTD pays Owner Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Owner pays RTD Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

RTD pays Contractor Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Comments \_\_\_\_\_

**CONSTRUCTION INSPECTION**  No Construction Inspection Required

Performing Party  RTD  Owner:

Responsible Party  RTD  Owner:

RTD pays Owner Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Owner pays RTD Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

RTD pays Contractor Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Comments \_\_\_\_\_

**PROPERTY ACQUISITION**  No Property Acquisition Required

Performing Party  RTD  Owner:

Responsible Party  RTD  Owner:

RTD pays Owner Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Owner pays RTD Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

RTD pays Contractor Lump Sum: \_\_\_\_\_ Actual Cost Not to Exceed: \_\_\_\_\_

Comments \_\_\_\_\_

**SCHEDULE (THIS WORK ORDER ONLY)**

|  |  |
|--|--|
| <b>Design</b><br>Start Date: _____<br>Completion Date: _____ | <b>Construction</b><br>Start Date: _____<br>Completion Date: _____ |
| Comments:<br><br>  |  |

**CHANGE ORDER**

If this section is signed by the RTD representative, then this Work Order will function as a Change.

\_\_\_\_\_  
RTD Representative

\_\_\_\_\_  
Date

**WORK ORDER TERMS AND CONDITIONS**

SCOPE OF WORK ORDER. This Work Order is entered into by and among Owner and RTD, and, where applicable, the RTD Project Contractor in order to implement in part the URA identified herein, as the same may be amended from time to time, and which is incorporated herein by this reference. All work undertaken pursuant to this Work Order shall be performed in accordance with the requirements of the URA, which shall govern to the extent of any conflict between its terms and the terms of this Work Order. Relocation Standards specifically identified in the URA are incorporated herein by this reference. Unless otherwise defined herein, all initially capitalized terms and conditions shall have the meaning prescribed to them in the URA.

WORK ORDER ATTACHMENTS. This Work Order and any attachments hereto contain information specific to the Relocation to be performed hereunder. Attached and/or referenced Relocation Standards are incorporated herein by this reference and shall be considered a part of this Work Order. This Work Order governs only the Utility Work specifically identified herein and shall be conclusive as to all matters represented herein.

ORDER OF EXECUTION. This Work Order shall be executed first by Owner, then by the RTD Project Contractor (if applicable) and finally by RTD.

IN WITNESS WHEREOF, RTD, the Owner, and where applicable, the RTD Project Contractor have executed this Work Order, which shall be effective as of the date of the RTD's signature.

**Owner:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**RTD Project Contractor:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**RTD:** Regional Transportation District \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**EXHIBIT B**

**FORM OF UTILITY WORK ORDER (cont.)**

Utility Identification No.:

**SECTION A**

**SCOPE**

**SECTION B**

**REQUIRED PERMITS**

| <u>Permit Type</u> | <u>Permit Responsibility</u> |
|--------------------|------------------------------|
| _____              | _____                        |
| _____              | _____                        |
| _____              | _____                        |
| _____              | _____                        |
| _____              | _____                        |

**SECTION C**

**LIST OF ATTACHMENTS**

- Exhibit 1: Owner Design Sheet \_\_\_\_\_
- Exhibit 2: RTD Design Sheet: \_\_\_\_\_
- Exhibit 3: Cost Estimate \_\_\_\_\_
- Exhibit 4: Property Rights: \_\_\_\_\_
- Exhibit 5: Other: \_\_\_\_\_  
\_\_\_\_\_

EXHIBIT C

FORM OF DESIGN OF RELOCATION ACCEPTANCE LETTER

THIS DESIGN OF RELOCATION ACCEPTANCE LETTER ("DRAL") is executed by the non-Designing Party in connection with that FasTracks Project Utility Relocation Agreement ("URA"), entered into by the Parties. Execution of this DRAL indicates the non-Designing Party's acceptance and approval of the design of Relocation, as attached to this DRAL, performed and completed by the Designing Party. Unless otherwise defined herein, initially capitalized terms shall have the meaning prescribed to them in the URA.

Owner: \_\_\_\_\_

FT Project: \_\_\_\_\_

Utility Identification No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Work Order Date: \_\_\_\_\_

Work Order Rev. No.: \_\_\_\_\_ Rev. Date: \_\_\_\_\_

Designing Party: \_\_\_\_\_

Now, therefore, the non-Designing Party executes this DRAL to indicate that it has reviewed the design of Relocation completed by the Designing Party and has found the design of Relocation to have been designed in accordance with the non-Designing Party's Relocation Standards duly provided to the Designing Party:

|  |
|--|
| <p><b>Non-Designing Party</b></p> <p>By: _____</p> <p>    Name: _____</p> <p>    Title: _____</p> <p>    Date: _____</p> |
|--|

The non-Designing Party declines execution of this DRAL at this time for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (attach pages as necessary)

|  |
|--|
| <p style="text-align: center;"><b>RTD OFFICIAL USE ONLY</b></p> <p><input type="checkbox"/> The Constructing Party may proceed with construction of the Relocation on the Project Site.</p> <p>By: _____</p> <p>    Name: _____</p> <p>    Title/Company: _____</p> <p>    Date: _____</p> |
|--|



FasTracks URA

EXHIBIT D

FORM OF CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER

THIS CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER ("CRAL") is executed by the non-Constructing Party in connection with that FasTracks Project Utility Relocation Agreement ("URA") entered by the Parties. Execution of this CRAL indicates the non-Constructing Party's inspection and acceptance of the construction of Relocation performed and completed by the Constructing Party. Unless otherwise defined herein, initially capitalized terms shall have the meaning prescribed to them in the URA.

The construction of Relocation inspected and accepted by execution hereof is described below:

Owner: \_\_\_\_\_

FT Project: \_\_\_\_\_

Utility Identification No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Work Order Date: \_\_\_\_\_

WO Revision No.: \_\_\_\_\_ WO Revision Date: \_\_\_\_\_

Constructing Party: \_\_\_\_\_

Now, therefore, the non-Constructing Party executes this CRAL to indicate that it has inspected the construction of Relocation completed by the Constructing Party and has found the construction of Relocation has been performed in accordance with the Relocation Plans:

**FOR NON-CONSTRUCTING PARTY**

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

Name:

Title/Company:

Date: \_\_\_\_\_

The non-Constructing Party declines execution of this CRAL at this time for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

(attach pages as necessary)

**EXHIBIT E  
FORM OF INVOICE**

|  |  |
|--|--|
| Owner:<br>Attn:<br>Address:<br><br>FEIN #:                   | This Invoice No. _____<br>FT Project:<br><br>URA No. _____<br><br>Work Order No. _____ |
| Estimated percentage of work completed under the Work Order: |  |

*Please complete for either Lump Sum or Actual Cost*

| LUMP SUM                           | ACTUAL COST                                    |
|------------------------------------|--|
| Lump Sum:<br>\$                    | Actual Cost (estimated cost not-to-exceed): \$ |
| Previously Billed:<br>\$           | Previously Billed:<br>\$                       |
| This Invoice:<br>\$                | This Invoice:<br>\$                            |
| Remaining:<br>\$                   | Remaining:<br>\$                               |
| Comments (add pages as necessary): | Comments (add pages as necessary):             |

**Reimbursement for replacement property acquisition costs shall be invoiced separately.**

I, the undersigned, certify on behalf of Owner that: 1) the payment requested under this invoice is true and correct and complies with the terms of the URA and applicable Work Order; and 2) all attached documentation supporting this invoice comply with 23 CFR 645, including applicable credits for salvage and/or depreciation, if any.

**FOR OWNER**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

RTD has reviewed and approved the costs identified in this invoice and in the attached pages.

**FOR RTD**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT F**

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS – FTA FUNDING**

[ \_\_\_\_\_ (name of vendor or supplier) \_\_\_\_\_ ] (“Contractor”) hereby certifies that it will meet the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5 in the performance of construction of Utility Relocations performed by Owner and to be reimbursed by RTD pursuant to the URA.

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

Name of Contractor: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS – DOT FUNDING**

[ \_\_\_\_\_ (name of vendor or supplier) \_\_\_\_\_ ] (“Contractor”)  
hereby certifies that it will meet the requirements of 23 U.S.C. § 313 and the applicable regulations in 23 C.F.R. Part 635.10 in the performance of construction of Utility Relocations performed by Owner and to be reimbursed by RTD pursuant to the URA.

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

Name of Contractor: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_