



PLANNING & DEVELOPMENT MEMORANDUM
#15-2023

DATE: Feb. 27, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Brook Svoboda, Director of Planning & Development 
Pam Acre, Stormwater Coordinator, Floodplain Administration

SUBJECT: CR-35 – N Line Operations and Maintenance IGA

PURPOSE

To consider CR-35, a resolution approving an Intergovernmental Agreement (IGA) between the City of Northglenn and the Regional Transportation District (RTD) regarding the operations and maintenance of the North Metro Commuter Line within City limits.

BACKGROUND

The purpose of the operations and maintenance IGA is to identify ongoing routine maintenance responsibilities as it relates to areas in and around the North Metro Commuter Rail Line (N Line) right of way (ROW) within City limits. The IGA identifies areas of responsibility for routine maintenance through:

- Highway Grade Rail Crossings (112th Avenue and 120th Avenue)
- Station Maintenance (112th Station)
- Drainage Conveyances
- Trails

Additionally, the IGA also prescribes ongoing training certifications for City employees to safely access RTD ROWs.

Much of what is defined in this IGA has been occurring since the opening of the N Line almost two years ago. This agreement is typically entered into prior to the opening of the service; however, in this instance the agreement was delayed in part due to COVID-19 as well as other circumstances outside the control of the City.

Public Works and Planning staff have been working with RTD staff over the last four months negotiating the terms and the obligations prescribed in the exhibits of the IGA. The Parks Division and Public Works Department staff have reviewed the maintenance obligations identified and concur to the assignment of responsibilities. These obligations have already effectively been included into their annual operations and maintenance workplan.

Below is a breakdown of the routine maintenance obligations:

- Highway Grade Rail Crossings: This applies to where the N Line ROW interfaces with 112th Avenue and 120th Avenue.
 - As part of the construction of the N Line, certain roadway improvements were constructed in the ROW, such as raised medians, curbs, gutters and signage. The IGA identifies these improvements as City obligations to maintain. This is consistent with how the City would address a private development in accepting public infrastructure maintained by the City once completed.

- Station Maintenance: RTD is responsible to maintain certain signage and sidewalks off-premises. They are also responsible for onsite maintenance. There is a separate license agreement for the maintenance of the public art at the station.
- Drainage Conveyances: RTD made several improvements to regional drainage ways where the City serves as the lead agency for routine maintenance. These sections define which areas would be maintained by RTD and Northglenn. Primarily, drainage improvements that are directly part of the rail line infrastructure would be maintained by RTD. Areas outside this infrastructure, but still within the RTD ROW, would fall to the City. This is consistent with current practices.
- Trails: There are several existing trail crossings within the RTD ROW that have been historically maintained by the City, and that would continue to be the case. There is one new trail, the segment between 112th Avenue and the 112th Station, within RTD ROW, that would be maintained by the City.

BUDGET/TIME IMPLICATIONS

There are no financial or time impacts to the City.

STAFF RECOMMENDATION

Staff recommends approval of CR-35.

STAFF REFERENCE

If Council members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-35
Series of 2023

Series of 2023

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE REGIONAL TRANSPORTATION DISTRICT REGARDING OPERATION AND MAINTENANCE OF THE NORTH METRO COMMUTER RAIL LINE

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

Section 1. The Intergovernmental Agreement between the City of Northglenn and the Regional Transportation District regarding operation and maintenance of the North Metro Commuter Rail Line, 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 _____, 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

OPERATION AND MAINTENANCE INTERGOVERNMENTAL AGREEMENT

between

CITY OF NORTHGLENN

and

REGIONAL TRANSPORTATION DISTRICT

for

COMMUTER RAIL LINE

OPERATION AND MAINTENANCE INTERGOVERNMENTAL AGREEMENT

THIS OPERATION AND MAINTENANCE INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of _____, 2023 ("Effective Date"), by and between the **CITY OF NORTHGLENN, Colorado**, a Colorado home rule municipality ("City"), and the **REGIONAL TRANSPORTATION DISTRICT**, a statutory political subdivision of the State of Colorado ("RTD"). The City and RTD may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The City and RTD entered into an intergovernmental agreement dated March 10th, 2014 ("Local Agency Contribution IGA" or "LAC IGA"), as amended, for RTD to construct, own, and operate a portion of a commuter rail train system ("CRT") on RTD-owned or RTD-controlled property that passes through the City limits (the "RTDC Premises") as shown in Exhibit A.
- B. RTD has completed construction of the CRT, including the Northglenn • 112th station within the City's corporate limits (the "Station").
- C. The United States Federal Railroad Administration ("FRA") has designated the Regional Transportation District Commuter Railroad ("RTDC") as the operating entity for the CRT. RTDC is an operating group of RTD.
- D. RTDC began operation of the CRT in 2020; therefore, through this Agreement, the Parties wish to set out their respective operations and maintenance obligations with respect to the CRT as contemplated by Section 13 of the LAC IGA.

NOW THEREFORE, the City and RTD, for the Term specified below and for and in consideration of the terms and conditions stated in this Agreement, agree as follows:

SECTION 1: GENERAL

- 1.1. **SCOPE.** This Agreement sets forth the rights, duties, and obligations of the Parties arising out of the ownership, operation, and maintenance of the CRT and related improvements. The Parties agree to fully cooperate and coordinate with each other in all activities contemplated in or related to this Agreement. All applicable federal, state, and local laws, statutes, ordinances, rules, regulations, guidelines, and directives (collectively, "Laws and Regulations"), as amended, together with the Recitals, are incorporated as though fully set forth in this Agreement.
- 1.2. **OTHER AGREEMENTS.** The Parties have executed, or are in the process of finalizing, other agreements related to the CRT, including but not limited to the LAC IGA, as amended by the Amendment dated October 20, 2020, and the Intergovernmental Agreement between the City of Northglenn and the Regional Transportation District Regarding Artwork for the North Metro Rail Line dated February 10, 2020, all of which may contain separate maintenance obligations. In the event of any conflict between

any of the above-described agreements and this Agreement, this Agreement shall control.

1.3. **TERM.** The term of this Agreement ("Term") shall commence as of the Effective Date and remain in effect until terminated in writing by the Parties or by court order. All provisions of this Agreement that provide rights or create responsibilities for either Party or both Parties after termination will survive termination of this Agreement.

1.4. **EXHIBITS.** The following exhibits are attached and incorporated in this Agreement:

- A – RTDC Premises
- B – Highway-Rail Grade Crossings Maintenance
- C – Station Maintenance
- D – Drainage Conveyances Maintenance
- E – Trail Maintenance
- F – Form of Annual Access Agreement
- G – Form of Annual Coordination Agenda

The Parties may modify the exhibits to this Agreement by mutual written agreement between the City's Public Works Director], or his or her designee, on behalf of the City and the Senior Manager, Commuter Rail Contract Services, or his or her designee, on behalf of RTD. RTD shall maintain the master electronic copy of each Agreement exhibit and shall be responsible for updating each exhibit to reflect any such mutually approved modifications and for providing updated exhibits to the City.

SECTION 2: DEFINITIONS

2.1 **ANNUAL ACCESS AGREEMENT** means an annual access agreement between the Parties in substantially the form attached as Exhibit F. The Parties may revise the language of the Annual Access Agreement from time to time by mutual agreement without amending this Agreement. A form of a Right of Entry Agreement is attached to the Annual Access Agreement.

2.2 **CAPITAL MAINTENANCE** means maintenance funded by the responsible Party to preserve and extend the life of existing infrastructure assets, which maintenance does not significantly change the use of a facility. Capital Maintenance has larger scale operational and permitting impacts than routine maintenance. Examples of Capital Maintenance include renovating building systems and finishes, upgrading utility systems, and major repairs to streets and parking lots.

2.3 **CRT SYSTEM** means the commuter rail line system including but not limited to trains, Overhead Catenary System ("OCS"), civil, system and utilities infrastructures, tracks, bridges, stations, ticket machines, cameras, and Highway-Rail Grade Crossing gates.

2.4 **FEES** mean, generally, any plan review fees, permit fees, inspection fees, and access agreement fees or other general review fees that one Party may charge the other Party.

- 2.5 **FOUL THE RTDC GUIDEWAY** means the placement, including any possible failure scenario, of equipment, including overhead cranes, or individual(s) within the RTDC Premises such that the equipment or individual(s) could be struck by a moving train or other on-track equipment, or the equipment or individual(s) could impact train movements or come in contact with the OCS, causing potential damage or failure to the CRT System. Foul the RTDC Guideway is identified in Exhibit A and is defined generally as a 25-foot distance from the nearest rail for third parties on the RTDC Premises. Any person performing work with the potential to Foul the RTDC Guideway must receive Roadway Worker protection ("RWP") training.
- 2.6 **FRA** means the United States Federal Railroad Administration, which has regulatory jurisdiction regarding the use and development of the CRT and RTDC Premises.
- 2.7 **HIGHWAY-RAIL GRADE CROSSING** means a location where a public highway, road, street, or private roadway, including associated sidewalks and pathways, crosses one or more railroad tracks at grade.
- 2.8 **PUBLIC UTILITIES COMMISSION or PUC** means the statutory body that regulates certain utilities and rail fixed guideway systems in Colorado under C.R.S. § 40-1-101, et seq.
- 2.9 **REIMBURSABLE COST** means any cost, expense, or disbursement incurred by one Party in connection with performing an obligation on behalf of the other Party pursuant to this Agreement.
- 2.10 **RIGHT OF ENTRY AGREEMENT** means a contractor's right of entry agreement in substantially the form attached to the Annual Access Agreement. The Parties may revise the language of the Right of Entry Agreement from time to time by mutual agreement without amending this Agreement.
- 2.11 **ROADWAY WORKER** means a Roadway Worker protection-trained employee whose duties may include inspection, construction, maintenance, or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities, or roadway-maintenance machinery on or near track with the potential to Foul the RTDC Guideway. See 49 CFR part 214 – Railroad Workplace Safety regulations.
- 2.12 **ROADWAY WORKER IN CHARGE or RWIC** means the RTDC employee responsible for on-track protection.
- 2.13 **ROUTINE MAINTENANCE** means maintenance and regular inspections for the purpose of maintaining an asset or property in normal operating condition. Such work is often performed on a cyclical basis to comply with statutory requirements or in accordance with industry standards. Routine maintenance includes, but is not limited to, activities such as snow and ice removal, pothole patching, clearing and cleaning of drainage facilities, repair of traffic signs and signal systems, mowing, and cleaning and removing graffiti.

2.14 **RTDC GUIDEWAY** means the area identified in Exhibit A. The RTDC Guideway is generally defined as the area 10 feet outside the OCS components containing the trackway, system components, and operating envelope.

2.15 **RTDC PREMISES** means the area identified in Exhibit A.

SECTION 3: SECURITY

3.1 **POLICE ACTIVITY.** If RTD learns of any incidents in or around the RTDC Premises that require a police presence, RTD shall contact the RTD Transit Police at 303.299.2911 and the City's police department at **911**. Subject to City regulations, procedures and protocols, the City's Public Works Department agrees to use its best efforts to inform RTD of any other incidents in or around the RTDC Premises of which it becomes aware and reasonably believes are likely to impact the CRT System by contacting the RTD Transit Police at 303.299.2911.

3.2 **CONFIDENTIAL INFORMATION AND SENSITIVE SECURITY INFORMATION.**

3.2.1 "Confidential Information" ("CI") means (i) any document marked as "Confidential" on its face or designated as confidential in RTD's policies and procedures; (ii) any information disclosed orally and designated as confidential at the time of disclosure; and (iii) any trade secrets, access and source codes concerning RTD systems and property, pricing and technical information, and proprietary information. Confidential Information does not include documents or information that are known publicly, unless disclosed as a result of improper action or inaction, or that are approved for release in writing by an authorized representative of RTD.

3.2.2 "Sensitive Security Information" ("SSI") means information that is obtained or developed in the conducting of RTD's security activities, including research and development, and shall have the meaning set forth in 49 C.F.R. Parts 15 and 1520. RTD's SSI shall be labeled as SSI.

3.2.3 The City shall not disclose CI (i) to any employee or contractor of the City unless such employee or contractor needs access to the CI to perform work pursuant to this Agreement, or (ii) to any third party without prior written consent by an authorized representative of RTD.

3.2.4 The City shall not disclose SSI to persons without a "need to know" basis, as defined in 49 CFR 15 and 1520, except with the written permission of the administrator of the Transportation Security Administration or the Secretary of Transportation.

3.2.5 The City's general or primary contractors are required to control the access to, handling of, and collection of CI and SSI disseminated to any and all subcontractors under this Agreement; the City will add this requirement to any of its applicable contracts.

- 3.2.6 The City shall not alter or remove CI or SSI markings on RTD documents or require specific handling instructions without the express written consent of RTD.
- 3.2.7 The City shall not make copies of the CI or SSI provided by RTD to the City under this Agreement or otherwise duplicate CI or SSI information.
- 3.2.8 The City agrees to promptly notify an authorized representative of RTD of any misuse, misappropriation, or unauthorized disclosure of CI or SSI, and will take all reasonable steps to protect any further unauthorized disclosure.

SECTION 4: MAINTENANCE

- 4.1 **CAPITAL MAINTENANCE; ROUTINE MAINTENANCE.** RTD and the City shall be responsible for Capital Maintenance and Routine Maintenance as depicted in Exhibits B, C, D, and E.
- 4.2 **COMPLIANCE WITH LAWS.** The Parties agree to comply with all applicable Laws and Regulations. Violation of any applicable Laws and Regulations shall be grounds for the issuance of stop-work orders and/or revocation of the respective access permit until such time as the violating Party comes into compliance.
- 4.3 **CITY NOTIFICATION.** The City shall notify RTD no less than seven (7) calendar days prior to any time City personnel will be operating inside or outside of the RTDC Premises with the potential to impact the RTDC Guideway. The City shall call RTD's liaison identified in Section 7.9 both before and after the City's operations.
- 4.4 **ACCESS AND PERMITS.**
 - 4.4.1 **Access for Routine or Non-Emergency Work.** The Parties will require access to each other's property to perform Routine Maintenance or non-emergency maintenance contemplated by this Agreement in or around the RTDC Premises, as further described in the Annual Access Agreement attached as Exhibit F.
 - 4.4.2 **Emergency Repairs.** Either Party shall have the right to perform emergency repairs in or around the RTDC Premises in the event of danger to life or property, or when the safety or integrity of the CRT or a Party's critical infrastructure would otherwise be compromised. The City or its contractor must provide notice to RTD pursuant to Article 5, Section F of the Annual Access Agreement as soon as reasonably possible to ensure that sufficient safety measures are in place. In the event emergency maintenance is required by a Party on, over, or within the other Party's property, the Party performing such work shall notify the other Party and obtain any required permits as soon as practicable.
 - 4.4.3 **Third Party Access for Work Outside the Annual Access Agreement.**
 - 4.4.3.1 In the event any third party asks the City or RTD for permission to occupy or cross the RTDC Premises, only RTD is authorized to issue such permission. The process for requesting and granting such permission is described in

RTD's standard operating procedures (SOP), available to the third party upon request or at <https://www.rtd-denver.com/business-center/construction-engineering/right-of-way-agreements-and-permits>.

4.4.3.2 Each Party shall require its contractors and subcontractors, including but not limited to utilities seeking to perform work, to comply with Exhibit F.

4.5 **HIGHWAY-RAIL GRADE CROSSINGS.**

4.5.1 The Highway-Rail Grade Crossings are shown on Exhibit B.

4.5.2 All Highway-Rail Grade Crossings, including any alterations to Highway-Rail Grade Crossings, shall be maintained in compliance with 4 CCR 723-7, which includes Public Utilities Commission Regulations 7211 (Crossing Construction and Maintenance) and 7301 (Installation and Maintenance of Crossing Warning Devices). RTD and the City may conduct joint annual inspections of all Highway-Rail Grade Crossings in accordance with 49 CFR 234 and Federal Highway Administration requirements to ensure all Highway-Rail Grade Crossings are functioning as intended.

4.5.3 Notwithstanding the regulations referenced above, the Parties specifically agree to the distribution of maintenance responsibilities described in Exhibit B. For these respective maintenance obligations, RTD and the City shall at all times keep the RTDC Premises free and clear from all obstructions that substantially interfere with the safe sight distance of approaching trains, except for existing buildings, permanent structures, natural obstructions other than trees and vegetation, and rolling stock or materials temporarily on the RTDC Premises in connection with switching movements or with loading or unloading of shipments.

4.6 **STATION.** Maintenance responsibilities at the Station are described in Exhibits C and D. Certain maintenance responsibilities are defined on the Plats recorded for the Station. With respect to any conflicts between the Plats and Exhibit D, the language on the Plats will control.

4.7 **WATER QUALITY AND STORM WATER MANAGEMENT.** All work under this Agreement shall comply with jurisdictional requirements regarding stormwater management. Storm drainage maintenance is described in Exhibit D. For work by the City or its contractors within the RTDC Premises, RTD will inform the City or its contractors of the stormwater controls that could be impacted. For work within the boundaries of the City's stormwater discharge permit, all work must comply with the requirements of that permit, including allowing inspections and compliance audits of the work. If any storm drainage improvements require increased capacity, except improvements related to RTD projects or property, the City agrees RTD shall not be responsible for the costs or work to upgrade the improvements to allow for the increased capacity. All drainage improvements impacting RTDC ROW shall be constructed to convey at least the 100-year discharge as determined by Mile High Flood District (MHFD) master plans, or MHFD Design Criteria Manual practices.

- 4.8 **TRAILS.** Maintenance responsibilities for trails are described in Exhibit E.
- 4.9 **RESERVED.**
- 4.10 **COSTS AND EXPENSES.** Unless otherwise set forth in this Agreement, each Party shall be responsible for the performance of its obligations under this Agreement and the associated costs of such performance.

4.10.1 For any mutually agreed Reimbursable Costs, the billing Party shall include a description of the work performed, including the dates of performance, or the costs incurred, and the amounts and description of reimbursable expenses. Within 60 days of the receipt of each bill, if the billed Party has approved the respective work, the billed Party will remit to the billing Party the undisputed amount billed.

4.10.2 The Parties each agree to waive Fees related to any Routine Maintenance.

4.10.3 The cost of emergency repairs shall be paid by the Party that caused the need for such repairs (to the extent that it was caused by either Party to this Agreement) or that otherwise would have performed the repair if circumstances had allowed. The cost of emergency repairs may be a Reimbursable Cost.

SECTION 5: OPERATIONS

- 5.1 **CRT OPERATIONS.** RTDC will operate the CRT in conformity with applicable Laws and Regulations and with the requirements of those entities having jurisdiction over the CRT or its component parts.
- 5.2 **EMERGENCY EGRESS.** In the event RTDC must evacuate CRT passengers from any CRT bridges within the RTDC Premises, the City agrees the RTDC passengers may exit the bridges onto City property.
- 5.3 **SERVICE INTERRUPTIONS.** If RTDC is unable to provide service due to the City's interference with the CRT System, the City shall be responsible for the costs incurred by RTDC to provide a bus bridge or other alternative transportation due to such interference, or as otherwise mutually agreed upon by the Parties in advance of an action. Such costs are Reimbursable Costs under this Agreement.
- 5.4 **DEVELOPMENT ADJACENT TO RTDC PREMISES.** Prior to approving any development adjacent to the RTDC Premises, the City shall provide the development plans to RTD for review and comment through the City's development referral process to RTD engineering at engineering@rtd-denver.com.

SECTION 6: DISPUTE RESOLUTION

- 6.1 **DISPUTE RESOLUTION.** The respective Party liaisons shall work together to attempt to resolve disputes. If the Party liaisons are unable to resolve a dispute, they shall

document the basis for the dispute, either independently or together, and forward such information to senior management in accordance with the following escalation process: (i) RTD's Senior Manager, Commuter Rail Contract Services, or designee; and the City's Public Works Director, or designee; (ii) RTD's Assistant General Manager for Capital Programs and the City's Public Works Director; and (iii) RTD's General Manager and the City Manager.

- 6.2 **REMEDIES CUMULATIVE.** The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to RTD or the City under law or in equity.

SECTION 7: MISCELLANEOUS PROVISIONS

- 7.1 **LIABILITY.** Without waiving any of the rights and protections provided to the City and RTD under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., each Party will be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. If either Party is given notice of claim or suit against or involving the other arising from this Agreement or the CRT, it agrees to give the other Party prompt written notice of such claim or suit.
- 7.2 **NO WAIVER.** No failure of either Party to insist upon the strict performance of a term or condition of this Agreement, no failure by either Party to exercise any right or remedy under this Agreement, and no acceptance by either Party of full or partial payment during the continuance of any default shall constitute a waiver of any such term or condition or a waiver of any such right or remedy or a waiver of any default.
- 7.3 **AGREEMENT BINDING UPON SUCCESSORS.** This Agreement, subject to the section entitled "Assignment," shall be binding upon and extend to the successors and assigns of the Parties.
- 7.4 **GOVERNING LAW; VENUE.** This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado. Venue for any court action shall be in Adams County.
- 7.5 **AMENDMENT.** No amendment to this Agreement or its exhibits will be made or deemed to have been made unless in writing executed by both Parties.
- 7.6 **ASSIGNMENT.** Each Party agrees not to assign, pledge, or transfer its rights in this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt, except as permitted in this Agreement, to assign or in any way transfer a Party's interest in this Agreement, in whole or in part, without such prior written consent of the other Party shall be subject to dispute resolution.
- 7.7 **FORCE MAJEURE.** Neither Party shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms or conditions of this Agreement due to causes that were not reasonably foreseeable or beyond the reasonable control of the first Party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of war, acts of superior

governmental authority, widespread and/or declared public health emergencies, weather conditions, floods, riots, rebellion, sabotage, or any other circumstance for which such Party is not responsible or which is not in its reasonable power to control.

7.8 **INDEPENDENT CONTRACTOR.** Each Party shall at all times have the status of an independent contractor.

7.9 **PARTY LIAISONS.** The initial liaisons for each Party are as follows:

RTD: Senior Manager, Commuter Rail Contract Services
Regional Transportation District
711 W. 31st Ave.
Denver, CO 80202
Phone: 303.299.2794

City: Director of Public Works
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
Phone: 303.450.4005

A Party may change its liaison by sending the new liaison's contact information to the other Party's liaison.

7.10 **NOTICES.** Except as otherwise stated in this Agreement, all formal written notices required to be given to the City or RTD under this Agreement shall be in writing and sent by (i) certified mail, return receipt requested, or (ii) hand delivery ("Notice") to:

RTD: Senior Manager, Commuter Rail Contract Services
Regional Transportation District
711 W. 31st Ave., Suite 30 (MC 711-30)
Denver, CO 80202

With a copy to: Office of General Counsel
Regional Transportation District
1660 Blake St., BLK-23
Denver, CO 80202

City: City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233

With a copy to: Hoffmann, Parker, Wilson & Carberry, P.C.
Corey Y. Hoffmann
511 16th Street, Suite 610

Either Party may designate in writing from time to time the address of substitute or supplementary persons to receive Notices. The effective date of service of any Notice shall be the date such Notice is mailed or hand-delivered to the receiving Party.

- 7.11 **PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 7.12 **BEST EFFORTS.** The City and RTD agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes, meet the needs of the public, and effect an orderly provision of maintenance.
- 7.13 **REASONABLENESS OF CONSENT OR APPROVAL.** Whenever the consent or approval of either Party is called for under this Agreement, such Party shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals shall not be unreasonably withheld, conditioned, or delayed.
- 7.14 **SEVERABILITY.** If any provision in this Agreement is held by a court to be invalid, the validity of other provisions in this Agreement shall be unaffected.
- 7.15 **THIRD PARTIES.** This Agreement shall not be deemed to confer upon any third party or parties (except parties to whom this Agreement is assigned in accordance with its terms) any right to claim damages or to bring any action or proceeding against either the City or RTD because of any breach of this Agreement or because of any of the terms and conditions in this Agreement.
- 7.16 **NONDISCRIMINATION.** In connection with the performance of work under this Agreement, the City and RTD agree not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of employment or compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The City and RTD further agree to insert the foregoing provision in all contracts issued to fulfill obligations under this Agreement.
- 7.17 **SUBJECT TO APPROPRIATION.** Any financial obligations of the City or RTD under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council and the RTD Board of Directors, respectively, and encumbered for the purposes of this Agreement. Each Party acknowledges and agrees that (i) the other Party does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party.

- 7.18 **EXAMINATION OF RECORDS.** The Parties agree that, until the expiration of three years after termination of this Agreement, RTD and the City shall have access to and the right to examine any directly pertinent books, documents, and records of the other Party involving matters directly related to this Agreement.
- 7.19 **CONFLICT OF INTEREST.** No officer, employee, or agent of the City nor RTD, nor any member of the RTD Board or City Council, during his or her tenure, or for one year thereafter, shall have any personal pecuniary or property interest, direct or indirect, in this Agreement. RTD and the City each represent that to the best of its information and belief no officer or employee of RTD or the City, nor any member of its Board or City Council, respectively, is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee during his or her tenure or for one year thereafter.
- 7.20 **NO EFFECT ON RTD SERVICE.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes, frequencies, or services or perform any functions authorized by C.R.S. § 32-9-101 *et seq.*
- 7.21 **FINAL APPROVAL.** This Agreement is expressly subject to and shall not be or become effective or binding until fully executed by all signatories for the City and RTD.
- 7.22 **AUTHORITY.** Each Party represents that it has taken all actions that are necessary or required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement and to bind that Party to its terms.
- 7.23 **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior commitments, agreements, representations, and understandings, whether oral or written, relating to the subject matter of this Agreement, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the Parties.
- 7.24 **COUNTERPARTS.** This Agreement may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.

[END OF AGREEMENT; SIGNATURE PAGES AND EXHIBITS FOLLOW]

CITY OF NORTHGLENN

By: _____
Name: Meredith Leighty
Title: Mayor

ATTEST:

By: _____
Name: Johanna Small, CMC
Title: City Clerk

Approved as to legal form:
By: _____
Name: Corey Y. Hoffmann
Title: City Attorney

REGIONAL TRANSPORTATION DISTRICT

By: _____
Debra A. Johnson
General Manager and CEO

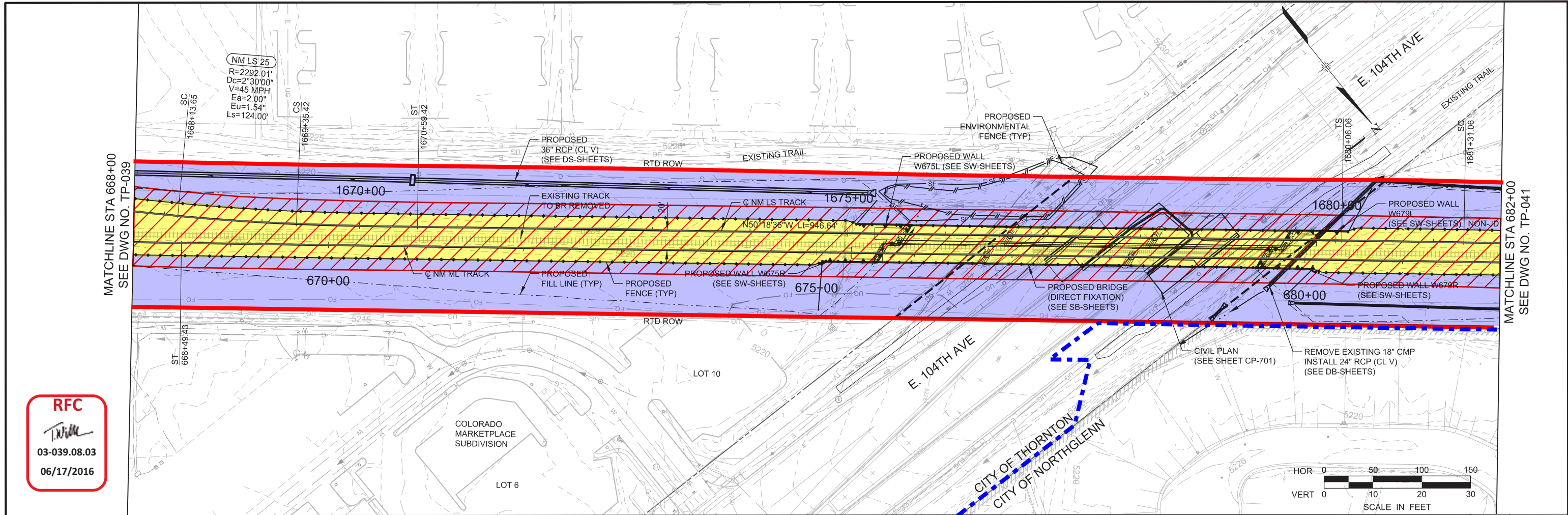
APPROVED AS TO LEGAL FORM FOR THE REGIONAL TRANSPORTATION DISTRICT

By: _____
Aimée Beckwith
Senior Associate General Counsel

Date: _____

Exhibit A
RTDC Premises

INTENTIONALLY
LEFT BLANK



RFC
T.W.
 03-039.08.03
 06/17/2016

- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

THIS SHEET IS FOR INFORMATION PURPOSES ONLY AS RTD ROW IS IN CITY OF THORNTON LIMITS

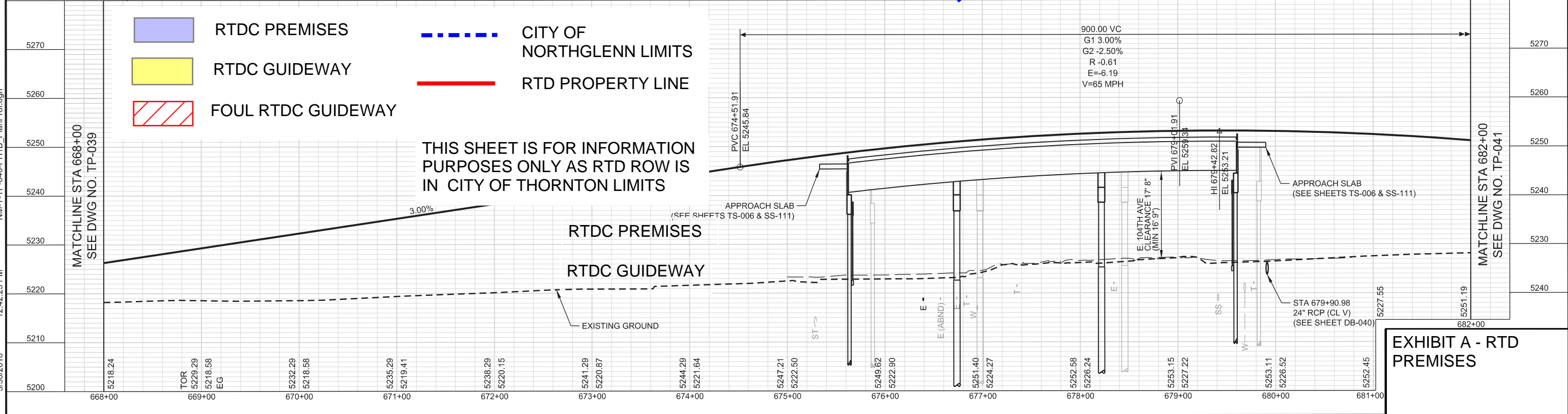


EXHIBIT A - RTD PREMISES

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016
O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
ISSUED FOR CONSTRUCTION		BT	04/01/2016
NO.	REVISIONS	BY	DATE

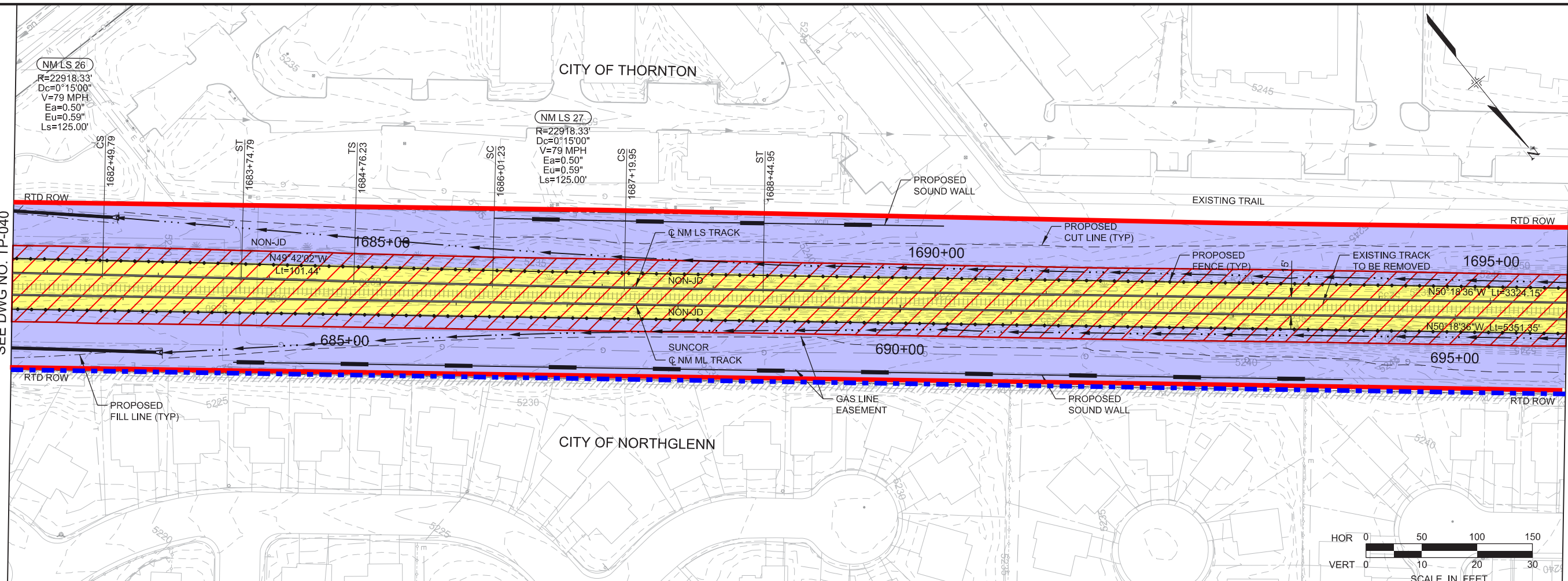
REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

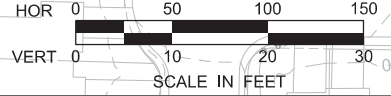
North Metro
 Rail Line

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 668+00 TO STA. 682+00



RFC
T. Williams
 03-039.08.03
 06/17/2016



- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

THIS SHEET IS FOR INFORMATION PURPOSES ONLY AS RTD ROW IS IN CITY OF THORNTON LIMITS

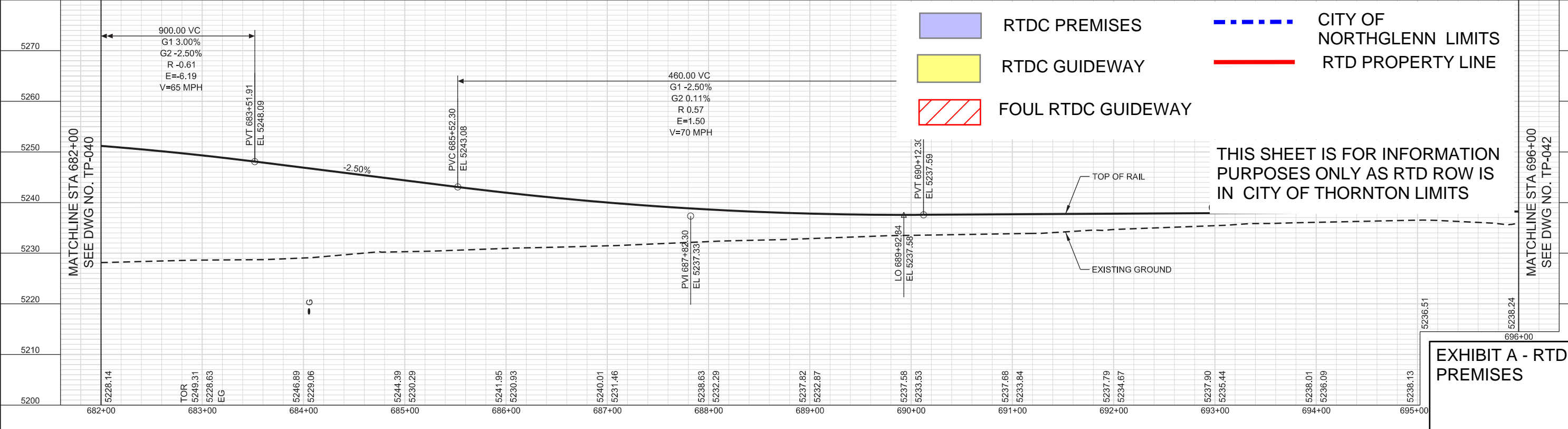


EXHIBIT A - RTD PREMISES

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT A - RTD PREMISES	SG	10/25/2022
	ISSUED FOR CONSTRUCTION	BT	04/01/2016

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016

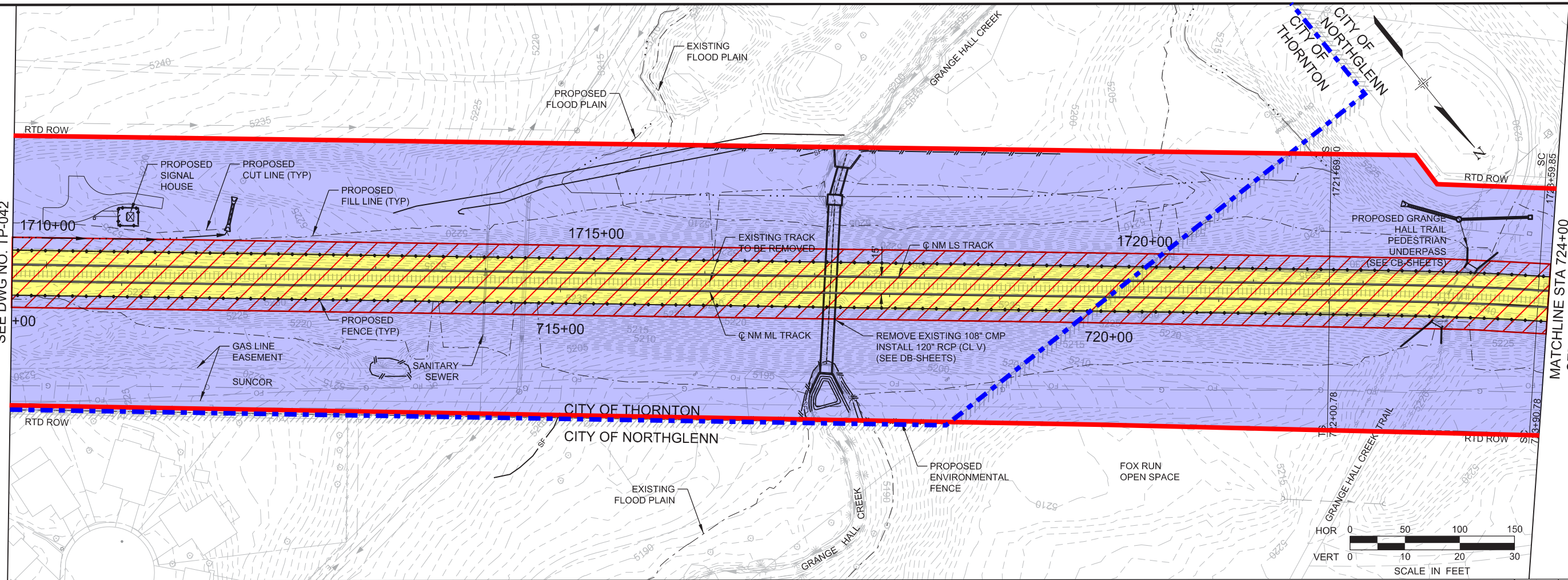


2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058



NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 682+00 TO STA. 696+00

PAGE 2 OF 15
 DWG No. TP-041



RFC
[Signature]
 03-039.08.03
 06/17/2016

NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY.
 CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL
 LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 SEE UTILITY PLANS FOR DETAILED INFORMATION.

	RTDC PREMISES		CITY OF NORTHGLENN LIMITS
	RTDC GUIDEWAY		RTD PROPERTY LINE
	FOUL RTDC GUIDEWAY		

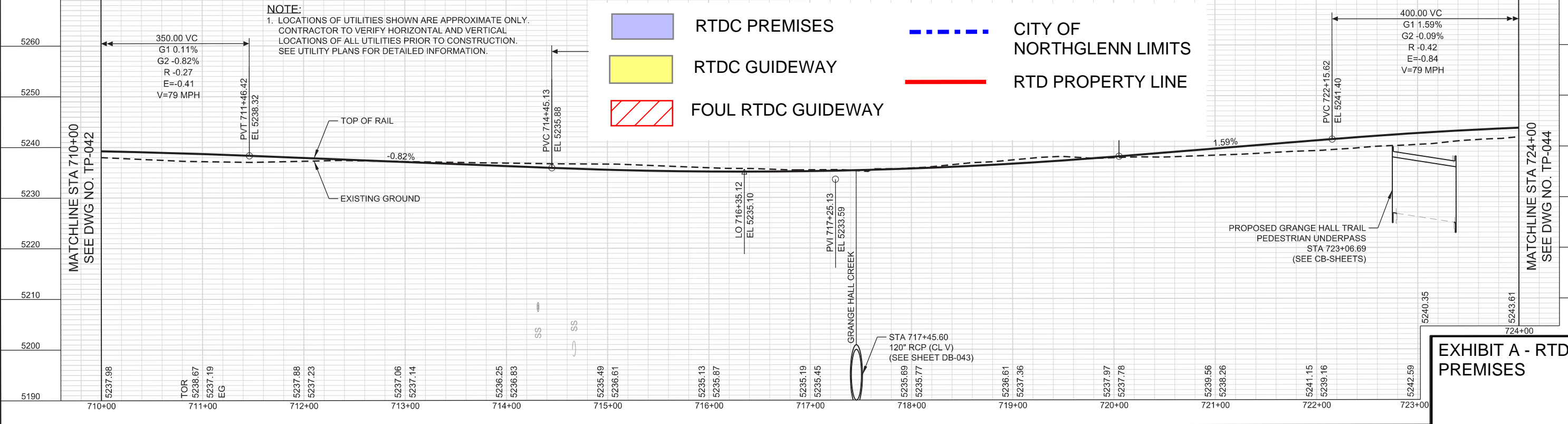


EXHIBIT A - RTD PREMISES

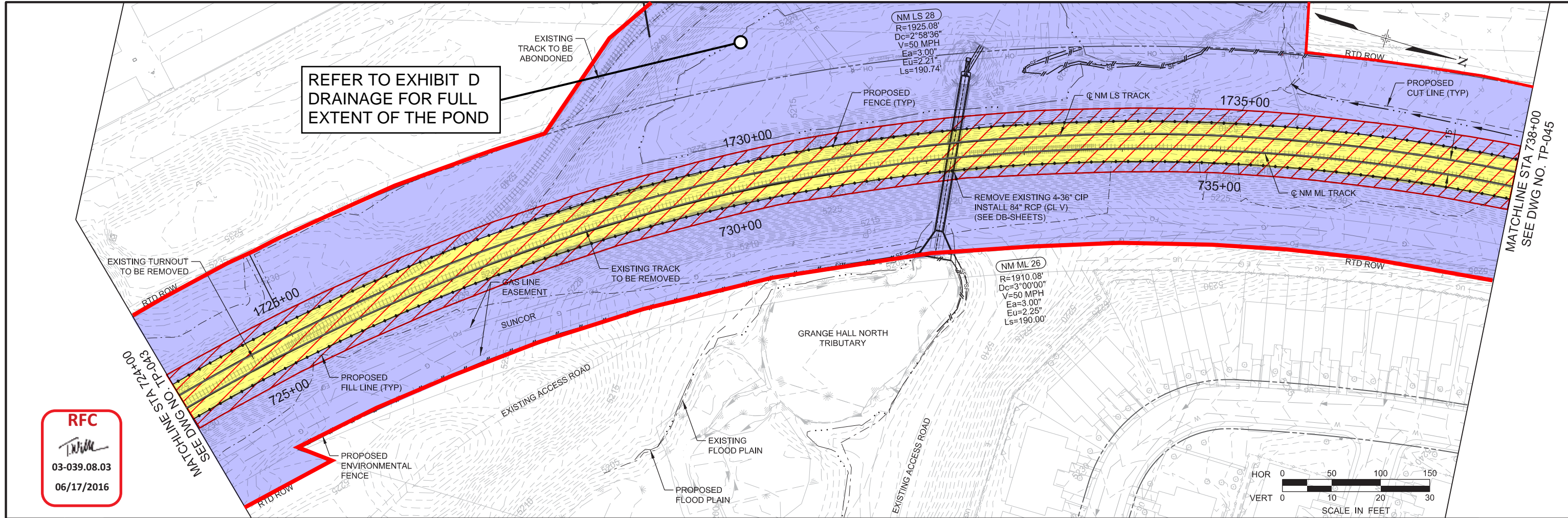
3/30/2016 12:46:59 PM NM-T-TP-043-PH1B_PlanProf.dgn USER: cravlic

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016
O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
ISSUED FOR CONSTRUCTION		BT	04/01/2016
NO.	REVISIONS	BY	DATE

 REGIONAL RAIL PARTNERS Balfour Beatty / GRAHAM JOINT VENTURE	 Stantec 2000 SOUTH COLORADO BOULEVARD SUITE 2-300 DENVER, COLORADO 80222 (303) 758-4058
----------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------

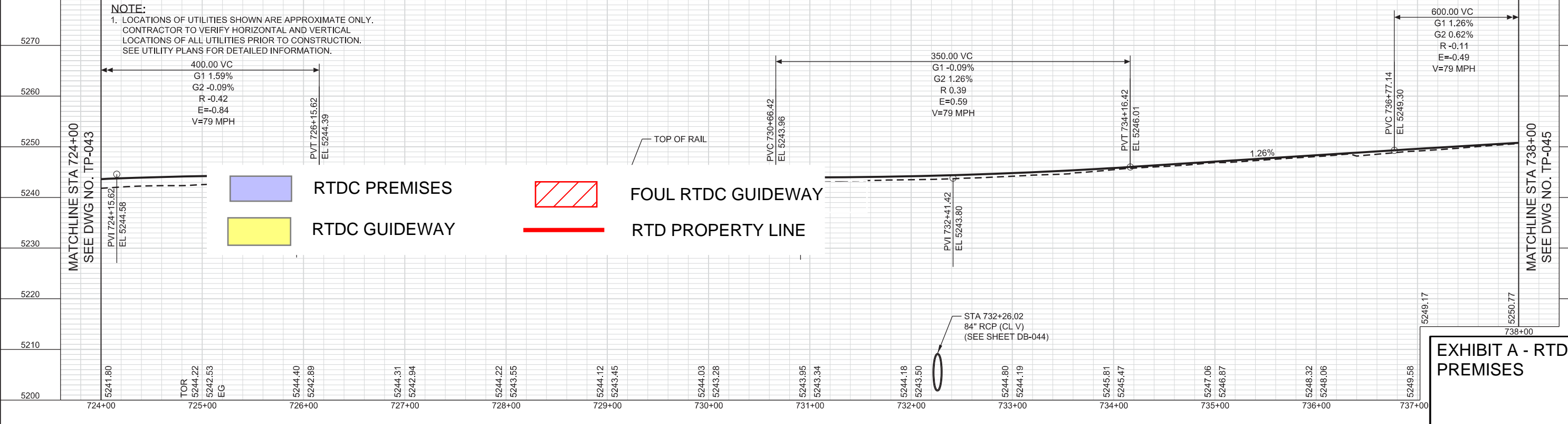
RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 710+00 TO STA. 724+00



RFC
[Signature]
 03-039.08.03
 06/17/2016

NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.



RTDC PREMISES
 RTDC GUIDEWAY
 FOUL RTDC GUIDEWAY
 RTD PROPERTY LINE

EXHIBIT A - RTD PREMISES

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT A - RTD PREMISES	SG	10/25/2022
	ISSUED FOR CONSTRUCTION	BT	04/01/2016

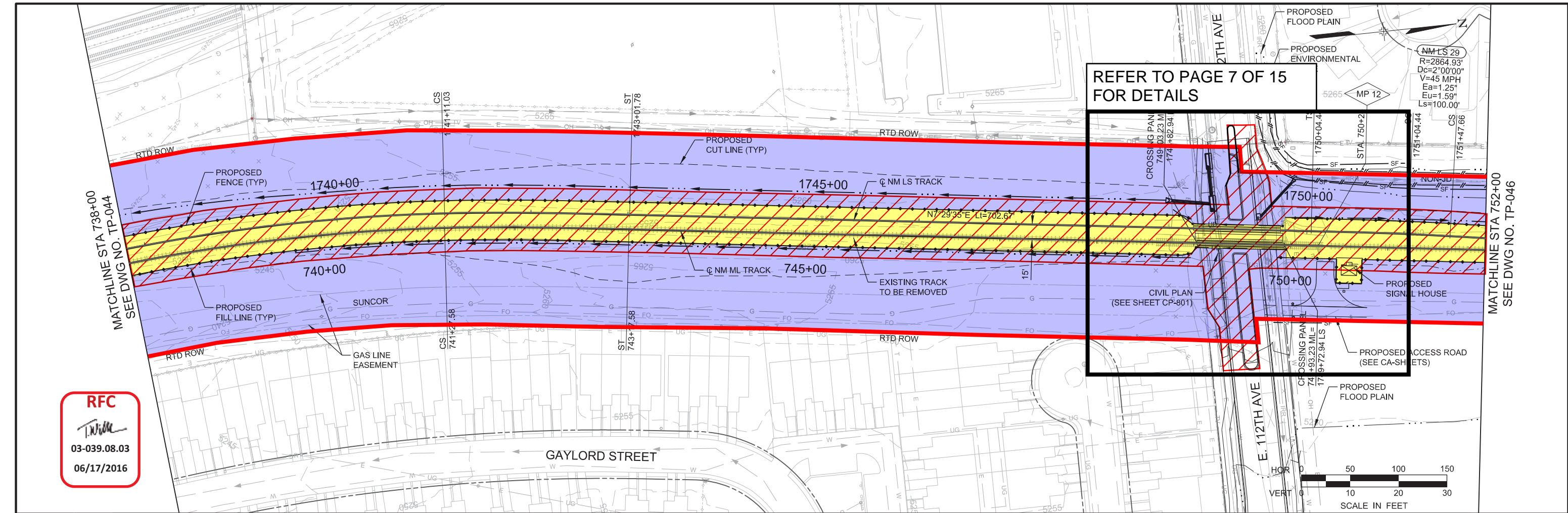
DESIGNED BY: DK DATE: 12/19/2014
 DRAWN BY: CR DATE: 12/19/2014
 CHECKED BY: BT DATE: 03/28/2016
 APPROVED BY: TW DATE: 04/01/2016

REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 724+00 TO STA. 738+00



RFC
[Signature]
 03-039.08.03
 06/17/2016

NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.

RTDC PREMISES
 RTDC GUIDEWAY
 RTD PROPERTY LINE
 FOUL RTDC GUIDEWAY

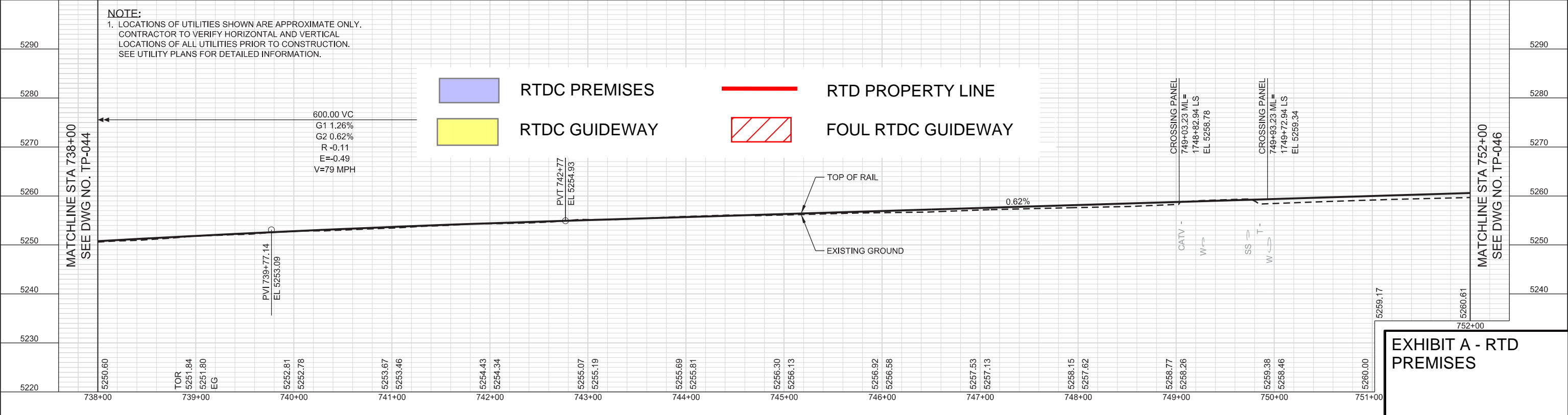
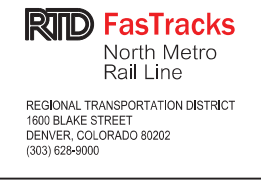


EXHIBIT A - RTD PREMISES

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT A - RTD PREMISES ISSUED FOR CONSTRUCTION	SG BT	10/25/2022 04/01/2016

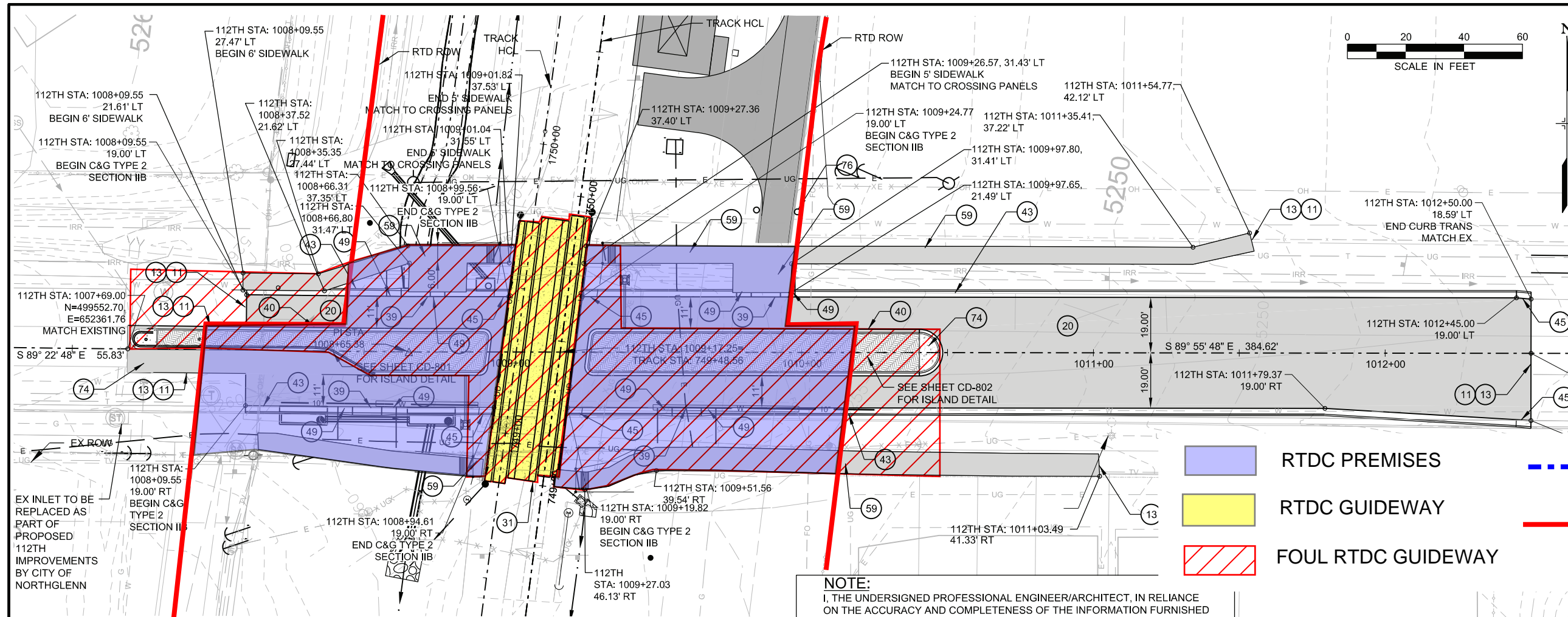
DESIGNED BY: DK DATE: 12/19/2014
 DRAWN BY: CR DATE: 12/19/2014
 CHECKED BY: BT DATE: 03/28/2016
 APPROVED BY: TW DATE: 04/01/2016



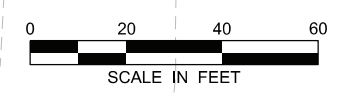
NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 738+00 TO STA. 752+00

PAGE 6 OF 15
 DWG No. TP-045

3/30/2016 12:49:57 PM NM-T-TP-045-PH1B_PlanProf.dgn USER: cravlic



- ROADWAY CONSTRUCTION NOTES:**
- (11) SAWCUT
 - (12) ADJUST TO GRADE
 - (13) MATCH EXISTING
 - (20) CONSTRUCT ASPHALT PAVEMENT
 - (31) INSTALL CONCRETE CROSSING PANEL
 - (39) CONSTRUCT CURB & GUTTER TYPE 2 SECTION IIM (MODIFIED)
 - (40) CURB & GUTTER TYPE 2 SECTION IB
 - (43) CURB & GUTTER TYPE 2 SECTION IIB
 - (45) CONSTRUCT CURB TRANSITION
 - (49) CONSTRUCT CURB TRANSITION - BARRIER TO MOUNTABLE
 - (55) CONSTRUCT CONCRETE DRIVEWAY ENTRANCE TYPE 3
 - (59) CONSTRUCT 6" THICK CONCRETE SIDEWALK
 - (74) CONSTRUCT MEDIAN ISLAND NOSE
 - (76) CONSTRUCT ACCESS ROAD CHAINED BOLLARD ENTRANCE

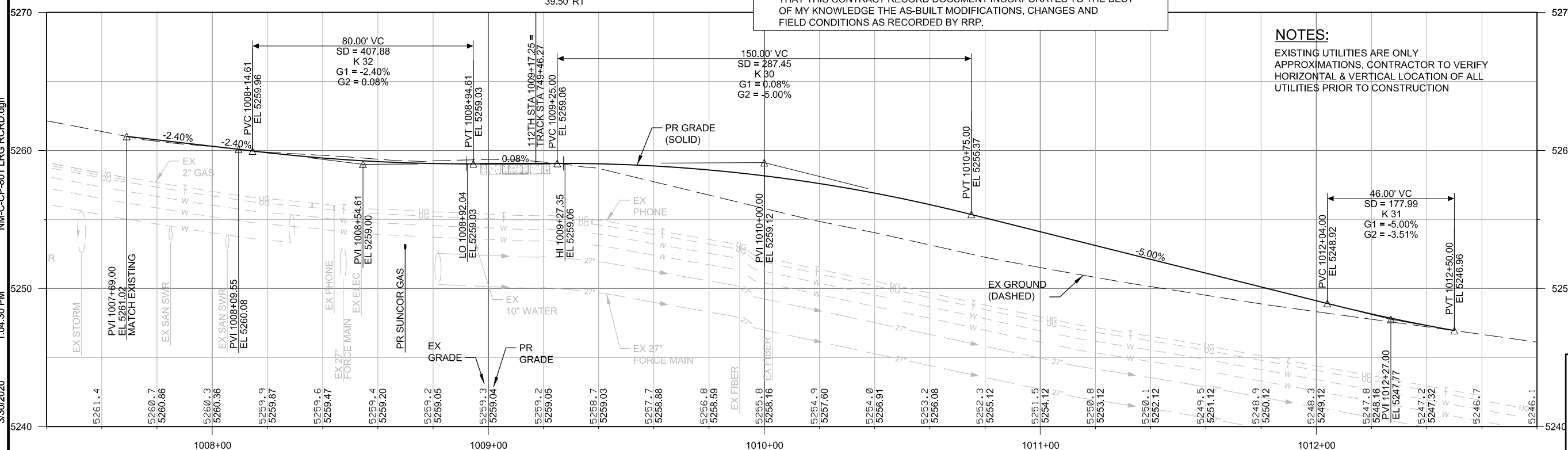


- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

NOTE:
I, THE UNDERSIGNED PROFESSIONAL ENGINEER/ARCHITECT, IN RELIANCE ON THE ACCURACY AND COMPLETENESS OF THE INFORMATION FURNISHED BY THE CONTRACTOR, REGIONAL RAIL PARTNERS (RRP), HEREBY CERTIFY THAT THIS CONTRACT RECORD DOCUMENT INCORPORATES TO THE BEST OF MY KNOWLEDGE THE AS-BUILT MODIFICATIONS, CHANGES AND FIELD CONDITIONS AS RECORDED BY RRP.

1. DESIGN SPEED IS 35 MPH.

811 CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or 811
CALL BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG. GRAVE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NOTES:
EXISTING UTILITIES ARE ONLY APPROXIMATIONS. CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION

- LEGEND**
- FULL DEPTH PAVEMENT
 - MILL & OVERLAY
 - SIDEWALK
 - CONCRETE
 - MEDIAN COVER MATERIAL
 - ACCESS ROADS

EXHIBIT A - RTD PREMISES

O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
RECORD DRAWING			/2020
NMC-DCN-000181; 112TH MEDIAN EXTENSION		TJW	09/20/2019
ISSUED FOR CONSTRUCTION		REP	05/23/2016
NO.	REVISIONS	BY	DATE

DESIGNED BY: CMD	DATE: 08/07/2014	CHECKED BY: REP	DATE: 05/23/2016	HORIZ. SCALE: 1" = 40'
DRAWN BY: CMD	DATE: 08/07/2014	APPROVED BY: REP	DATE: 05/23/2016	VERT. SCALE: 1" = 8'

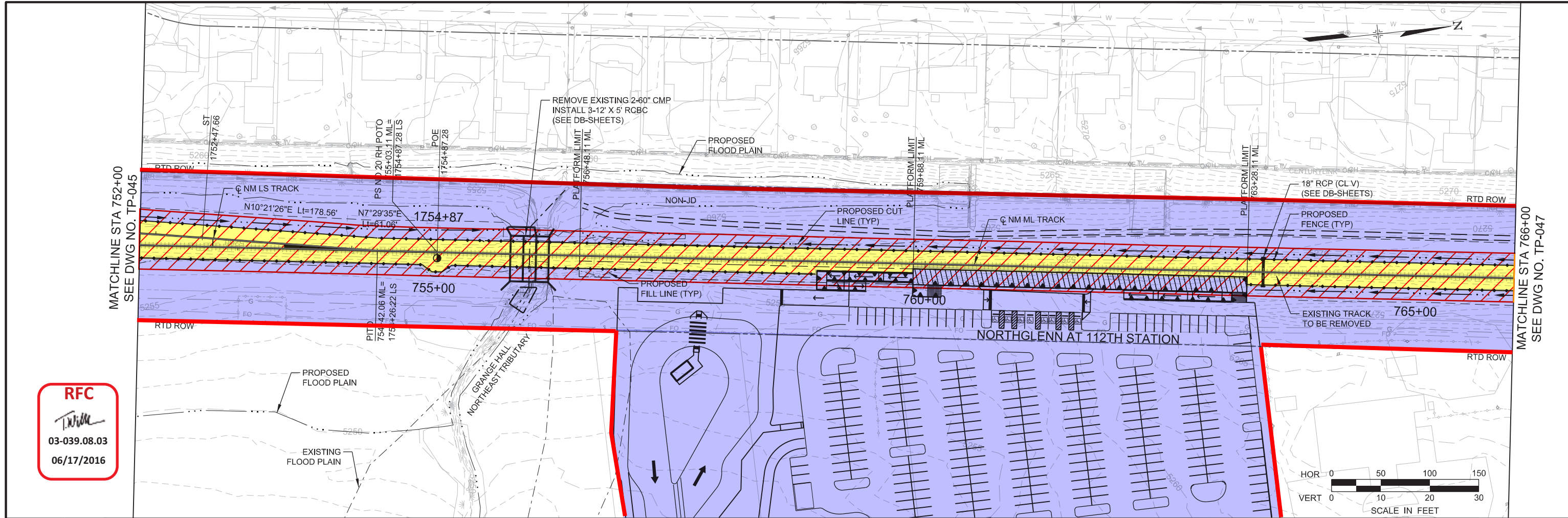
RTD FasTracks
North Metro Rail Line

Stantec
2000 SOUTH COLORADO BOULEVARD
SUITE 2-300
DENVER, COLORADO 80222
(303) 758-4058

REGIONAL RAIL PARTNERS
Balfour Beatty / GRAHAM JOINT VENTURE

NORTH METRO RAIL LINE
ROADWAY PLAN AND PROFILE
112TH AVENUE
(CITY OF NORTHGLENN)

PAGE 7 OF 15
DWG No. CP-801



RFC
[Signature]
 03-039.08.03
 06/17/2016

NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.

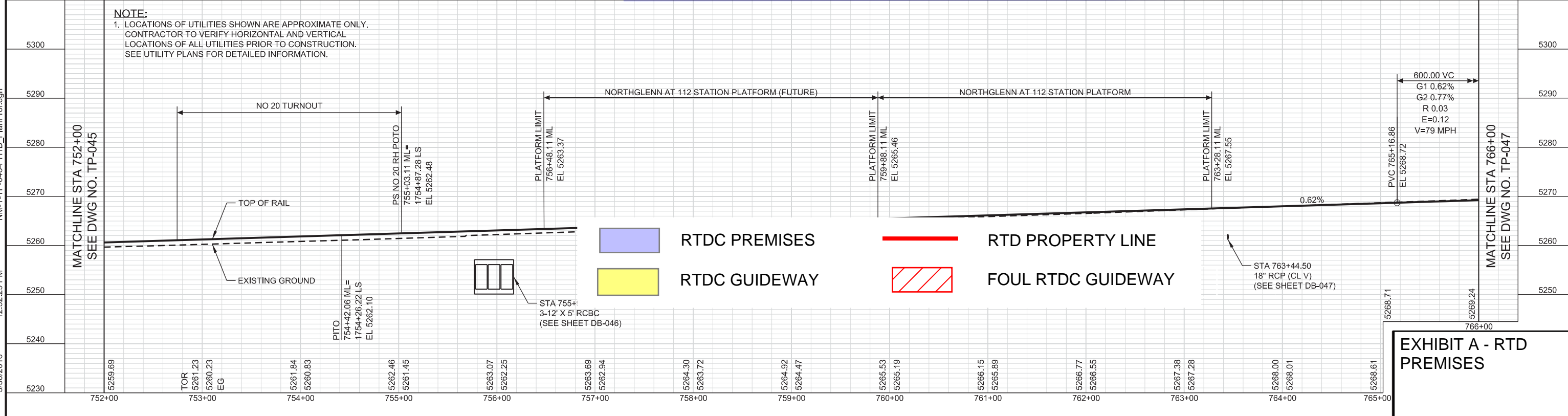


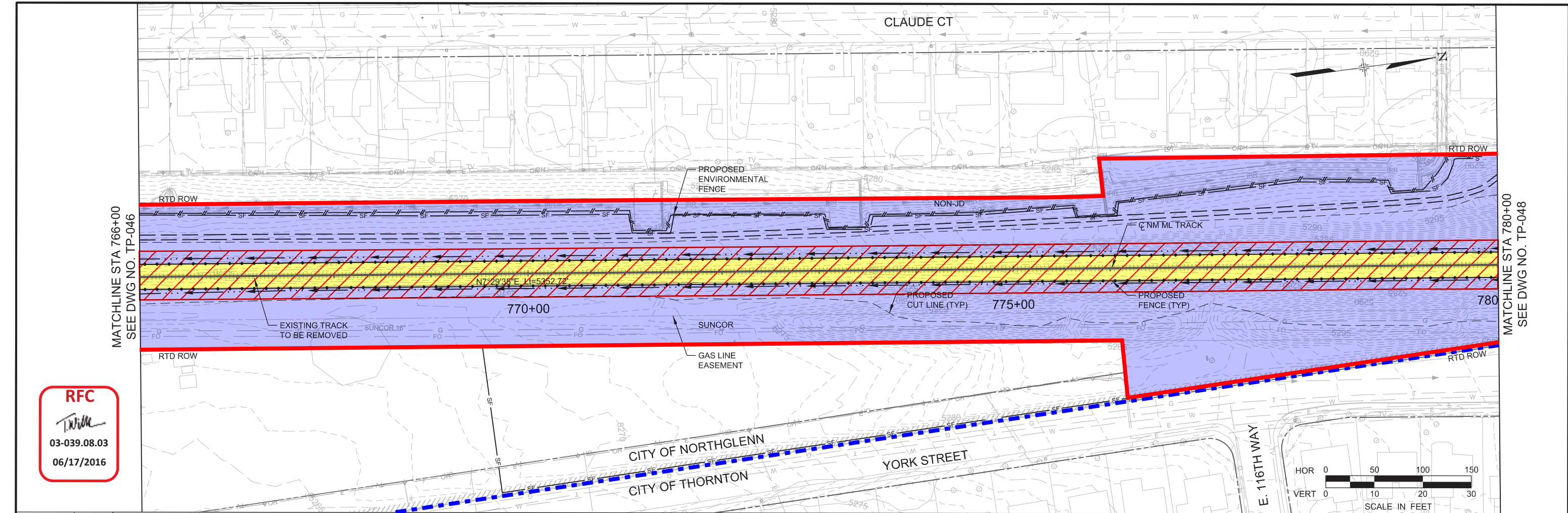
EXHIBIT A - RTD PREMISES

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016
O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
ISSUED FOR CONSTRUCTION		BT	04/01/2016
NO.	REVISIONS	BY	DATE

REGIONAL RAIL PARTNERS
 Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

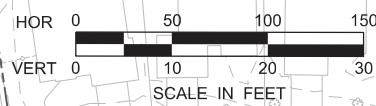
NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 752+00 TO STA. 766+00



RFC
[Signature]
 03-039.08.03
 06/17/2016

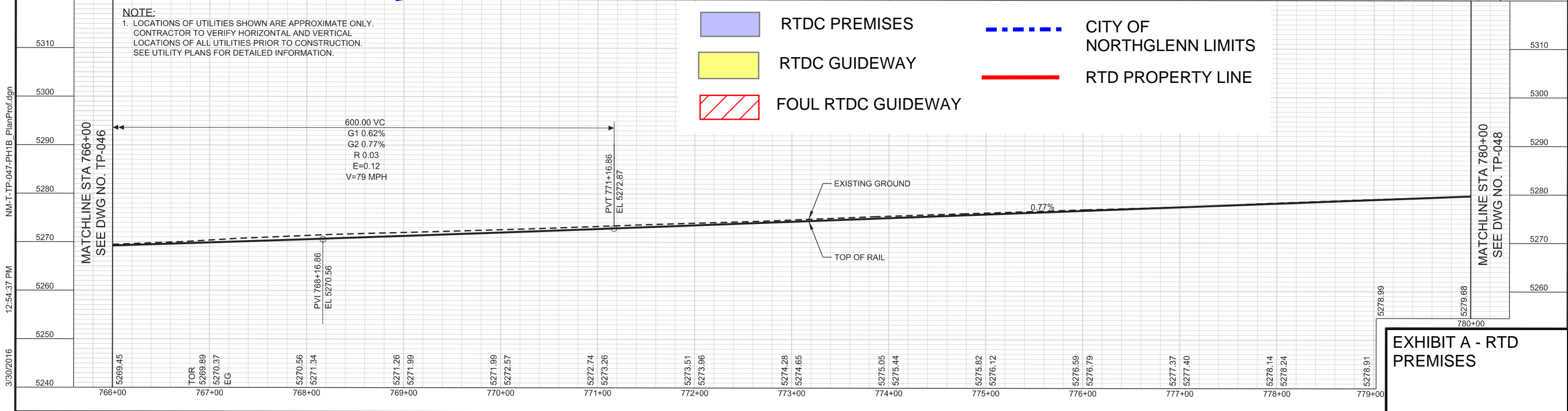
MATCHLINE STA 766+00
 SEE DWG NO. TP-046

MATCHLINE STA 780+00
 SEE DWG NO. TP-048



NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.

- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE



MATCHLINE STA 766+00
 SEE DWG NO. TP-046

MATCHLINE STA 780+00
 SEE DWG NO. TP-048

EXHIBIT A - RTD PREMISES

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016
O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
ISSUED FOR CONSTRUCTION		BT	04/01/2016
NO.	REVISIONS	BY	DATE

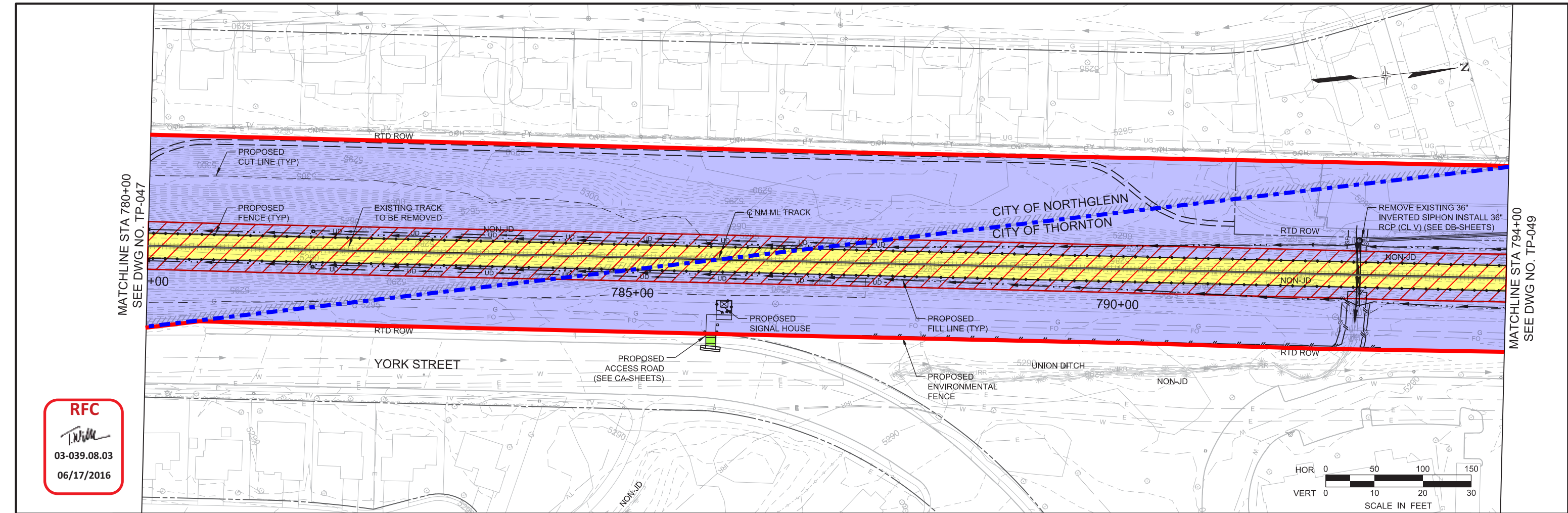
REGIONAL RAIL PARTNERS
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 766+00 TO STA. 780+00

PAGE 9 OF 15
 DWG No. TP-047

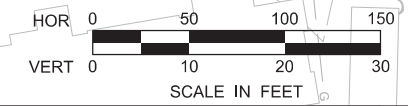
3/30/2016 12:54:37 PM NM-T-TP-047-PH1B_PlanProf.dgn USER: cravlic



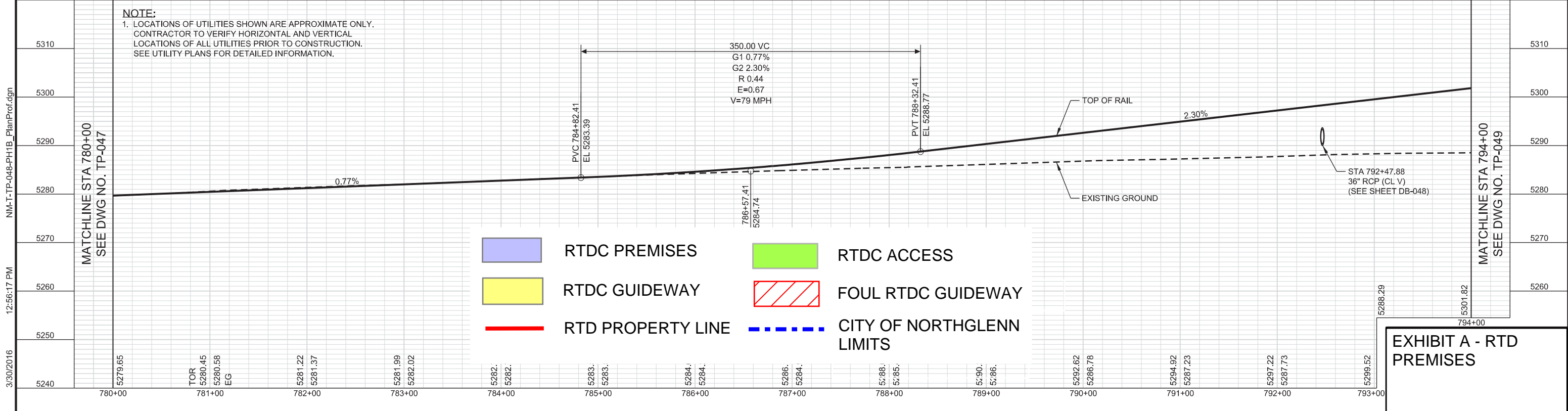
RFC
[Signature]
 03-039.08.03
 06/17/2016

MATCHLINE STA 780+00
 SEE DWG NO. TP-047

MATCHLINE STA 794+00
 SEE DWG NO. TP-049



NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY.
 CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL
 LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 SEE UTILITY PLANS FOR DETAILED INFORMATION.



- RTDC PREMISES
- RTDC GUIDEWAY
- RTD PROPERTY LINE
- RTDC ACCESS
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS

EXHIBIT A - RTD PREMISES

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016
O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
ISSUED FOR CONSTRUCTION		BT	04/01/2016
NO.	REVISIONS	BY	DATE

REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

FasTracks
 North Metro
 Rail Line

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

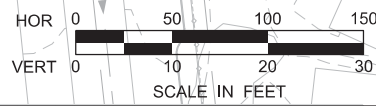
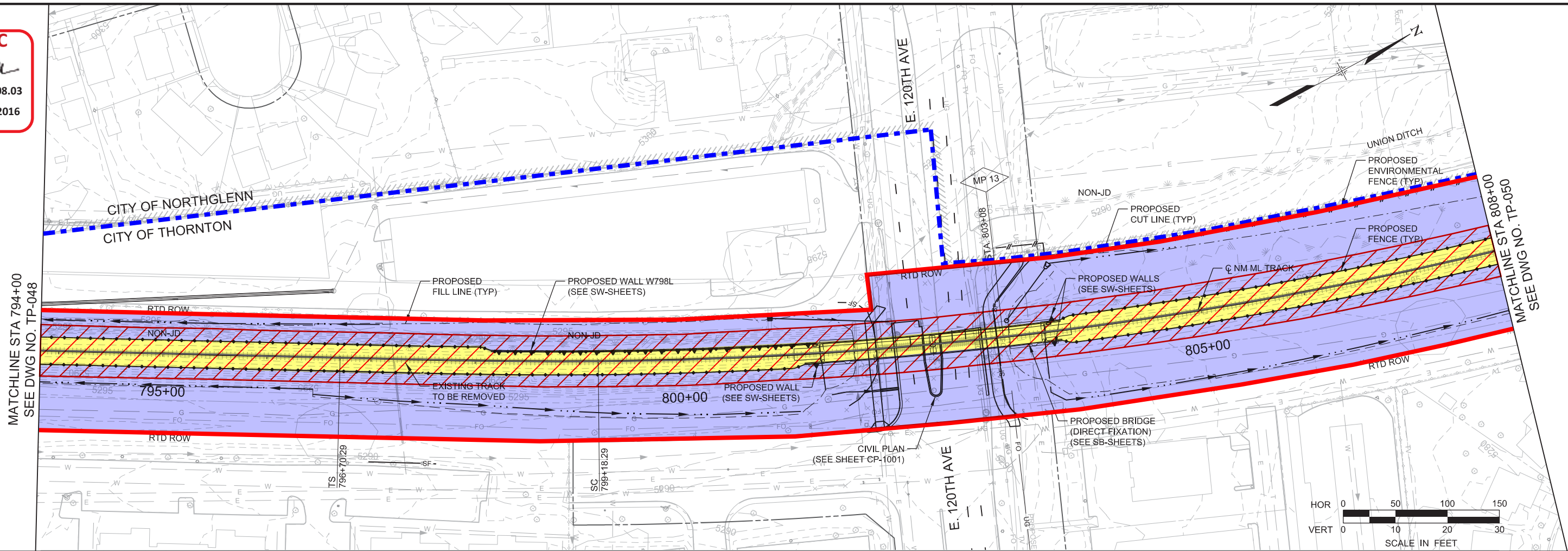
NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 780+00 TO STA. 794+00

PAGE 10 OF 15
 DWG No. TP-048

USER: cravlic 3/30/2016 12:56:17 PM NM-T-TP-048-PH1B_PlanProf.dgn

RFC

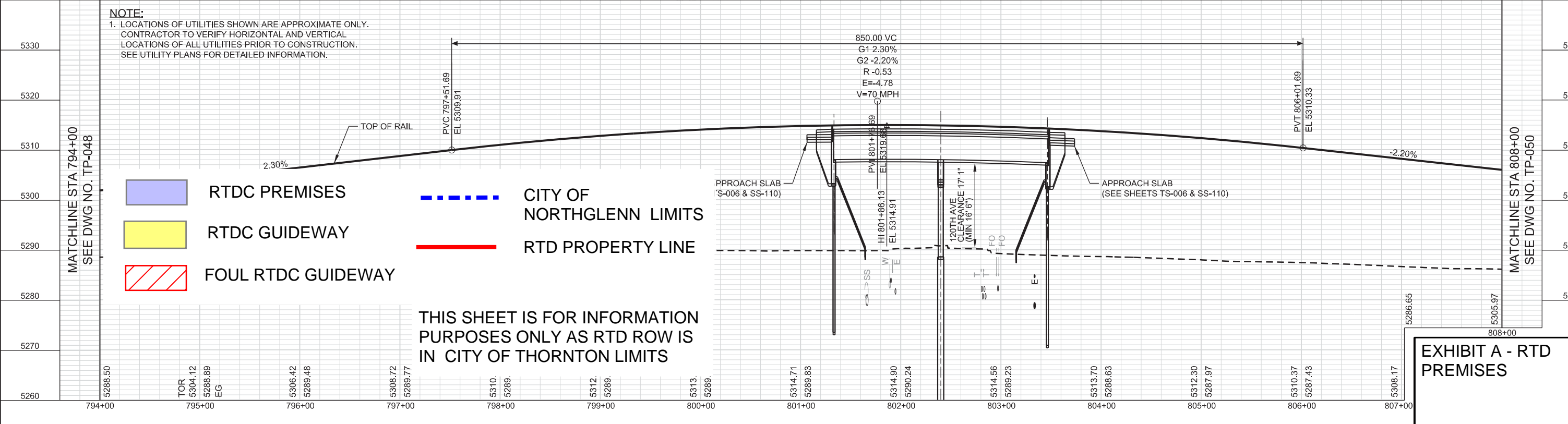
 03-039.08.03
 06/17/2016



NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.

- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

THIS SHEET IS FOR INFORMATION PURPOSES ONLY AS RTD ROW IS IN CITY OF THORNTON LIMITS



3/30/2016 12:57:48 PM NM-T-TP-049-PH1B_PlanProf.dgn USER: cravlic

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT A - RTD PREMISES ISSUED FOR CONSTRUCTION	SG BT	10/25/2022 04/01/2016

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016

REGIONAL RAIL PARTNERS

 Balfour Beatty / GRAHAM JOINT VENTURE

Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro Rail Line

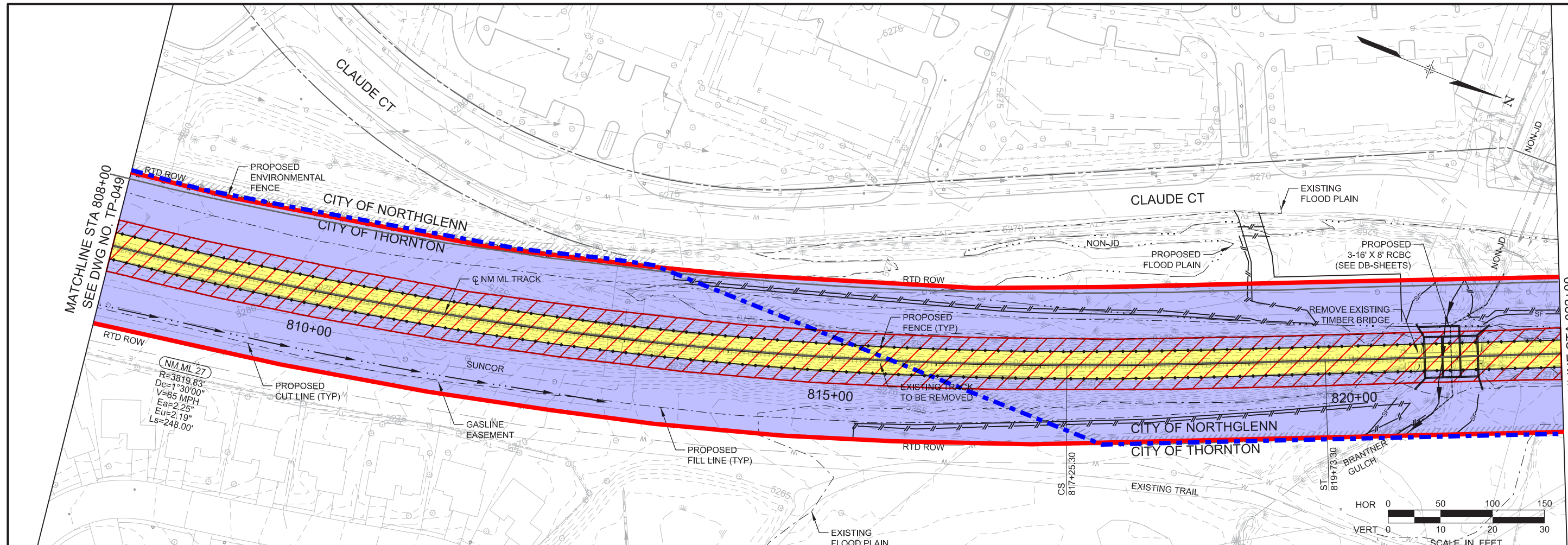
REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE

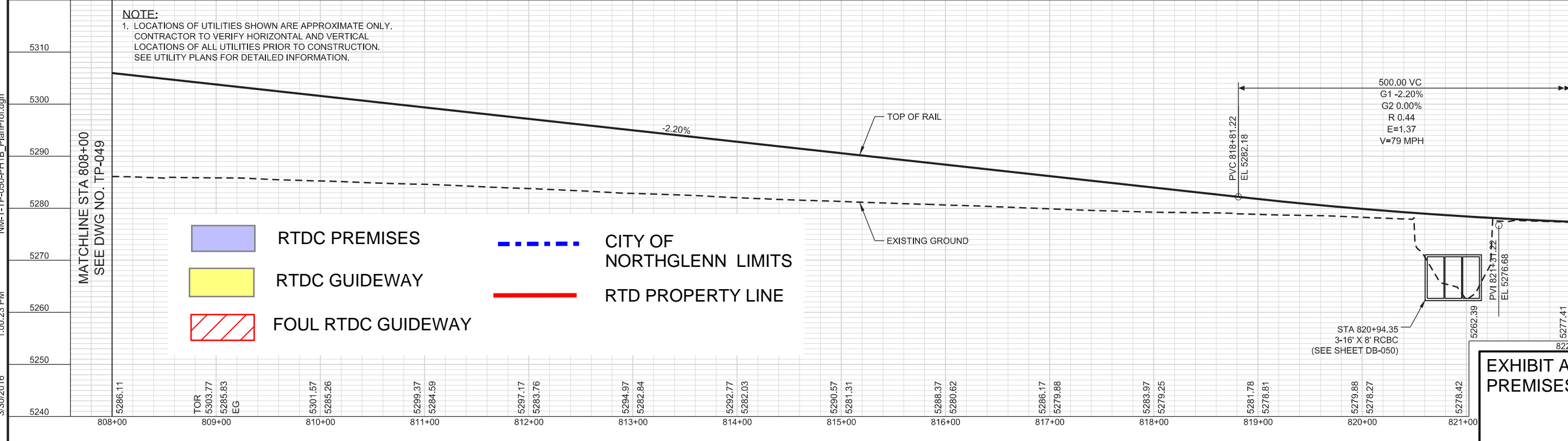
TRACK
 PLAN AND PROFILE
 STA. 794+00 TO STA. 808+00

EXHIBIT A - RTD PREMISES

RFC
[Signature]
 03-039.08.03
 06/17/2016



NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY.
 CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL
 LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 SEE UTILITY PLANS FOR DETAILED INFORMATION.



- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

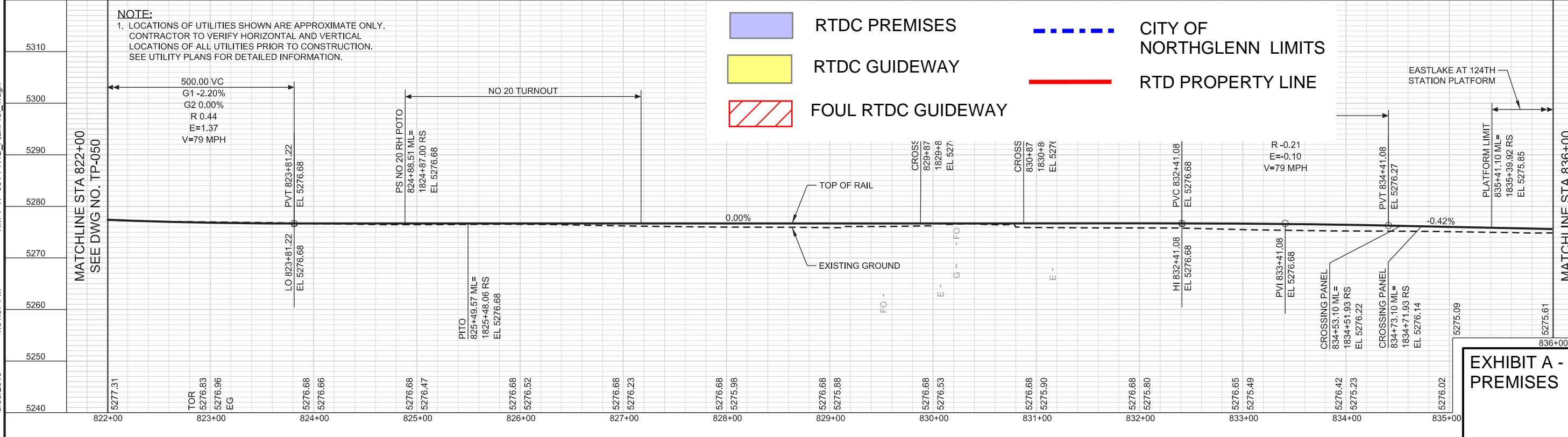
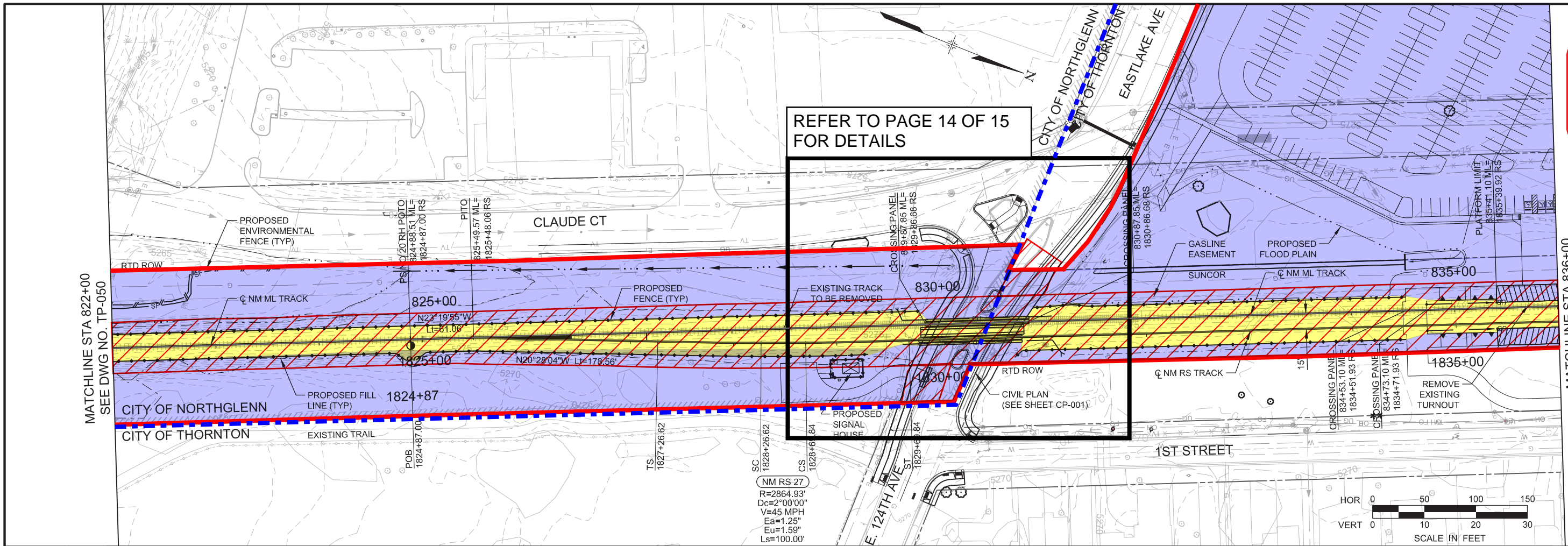
	DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016	HORIZ. SCALE: 1"=100'	
	DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016	VERT. SCALE: 1"=20'	
O&M AGREEMENT, EXHIBIT A - RTD PREMISES ISSUED FOR CONSTRUCTION		2000 SOUTH COLORADO BOULEVARD SUITE 2-300 DENVER, COLORADO 80222 (303) 758-4058		REGIONAL TRANSPORTATION DISTRICT 1600 BLAKE STREET DENVER, COLORADO 80202 (303) 628-9000		
NO.	REVISIONS	BY	DATE	NORTH METRO RAIL LINE TRACK PLAN AND PROFILE STA. 808+00 TO STA. 822+00		

EXHIBIT A - RTD PREMISES

PAGE 12 OF 15
 DWG No. TP-050

RFC
TRM
 03-039.08.03
 06/17/2016

REFER TO PAGE 14 OF 15
 FOR DETAILS



- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

3/30/2016 1:01:57 PM NM-T-TP-051-PH1B_PlanProf_1.dgn USER: cravlic

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT A - RTD PREMISES ISSUED FOR CONSTRUCTION	SG BT	10/25/2022 04/01/2016

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016

REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

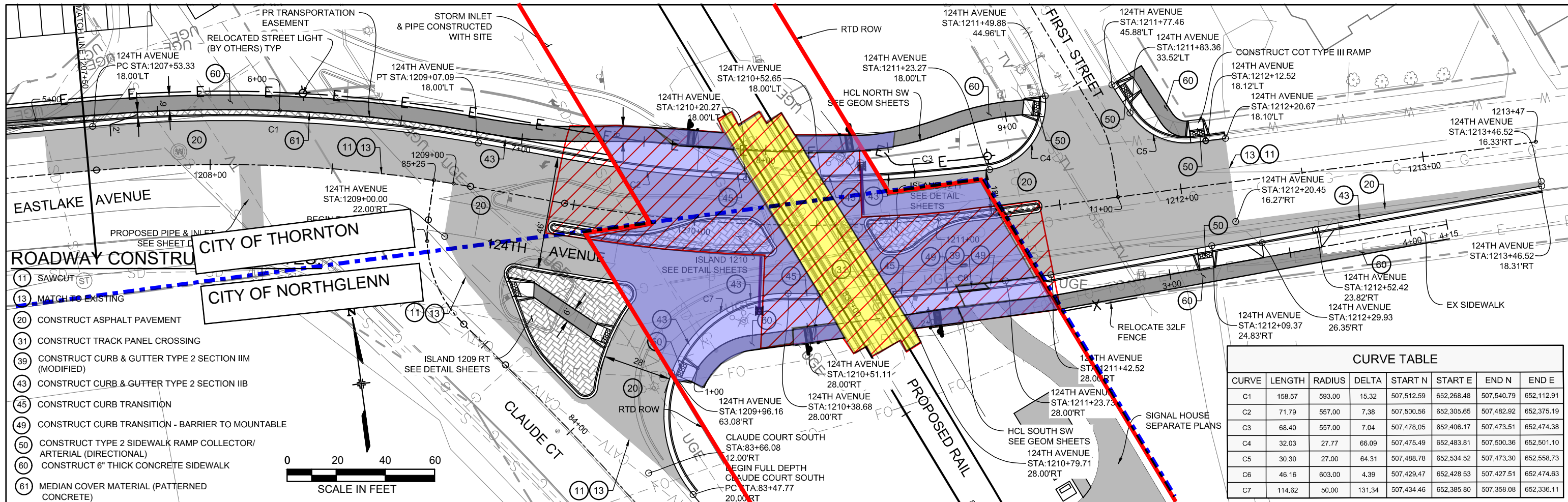
Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro
 Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

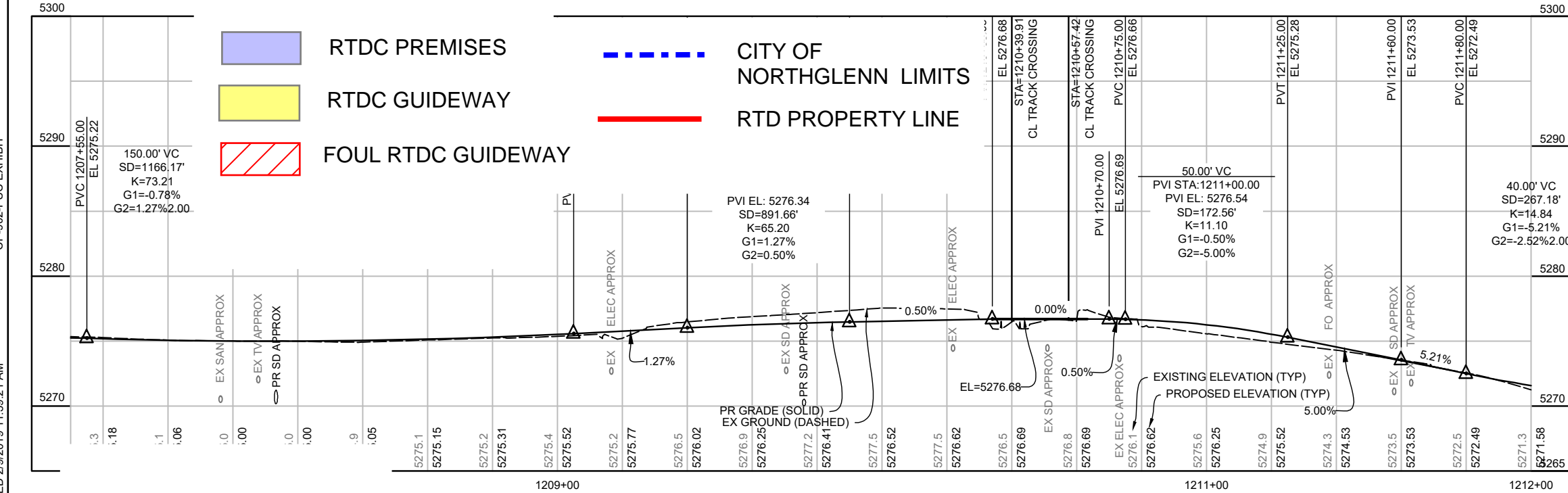
NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 822+00 TO STA. 836+00

**EXHIBIT A - RTD
 PREMISES**

PAGE 13 OF 15
 DWG No. TP-051



CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	START N	START E	END N	END E
C1	158.57	593.00	15.32	507,512.59	652,268.48	507,540.79	652,112.91
C2	71.79	557.00	7.38	507,500.56	652,305.65	507,482.92	652,375.19
C3	68.40	557.00	7.04	507,478.05	652,406.17	507,473.51	652,474.38
C4	32.03	27.77	66.09	507,475.49	652,483.81	507,500.36	652,501.10
C5	30.30	27.00	64.31	507,488.78	652,534.52	507,473.30	652,558.73
C6	46.16	603.00	4.39	507,429.47	652,428.53	507,427.51	652,474.63
C7	114.62	50.00	131.34	507,434.46	652,385.80	507,358.08	652,336.11



- SHEET NOTES:**
- DESIGN SPEED IS 35 MPH.
 - PROFILE FROM 1207+00 TO 1209+00 AT HCL SHOWN FOR INFORMATION ONLY AND REPRESENTS THE APPROXIMATE GEOMETRY OF THE EXISTING. PROPOSED CURB AND GUTTER PAN LINE AND SAW CUT LINE NORTH OF THE HCL SHALL MATCH THE EXISTING GRADE AT THAT LOCATION.
 - EXISTING UTILITIES ARE SHOWN APPROXIMATELY AND MUST BE LOCATED PRIOR TO CONSTRUCTION.

LEGEND

- RTDC PREMISES
- RTDC GUIDEWAY
- FOUL RTDC GUIDEWAY
- CITY OF NORTHGLENN LIMITS
- RTD PROPERTY LINE

LEGEND

- FULL DEPTH PAVEMENT
- MILL & OVERLAY
- SIDEWALK
- CONCRETE
- MEDIAN COVER MATERIAL
- 2X6 DETECABLE WARNING FIELD (CIP RED E. JORDAN IRON WORKS OR APPROVED EQ)

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or 811
 CALL 3 BUSINESS DAYS (NOT INCLUDING INITIAL CITY OF CONTACT IN ADVANCE BEFORE YOU DIG GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.)
 Know what's below. Call before you dig.

NO.	REVISIONS	BY	DATE
	O&M AGREEMENT, EXHIBIT A - RTD PREMISES	SG	10/25/2022
	PUC EXHIBIT		

DESIGNED BY: CLD DATE: 07/06/2014
 CHECKED BY: DATE: 06/20/2016
 DRAWN BY: CLD DATE: 07/06/2014
 APPROVED BY: DATE:

HORIZ. SCALE: 1"=40'
 VERT. SCALE: 1"=10'

Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

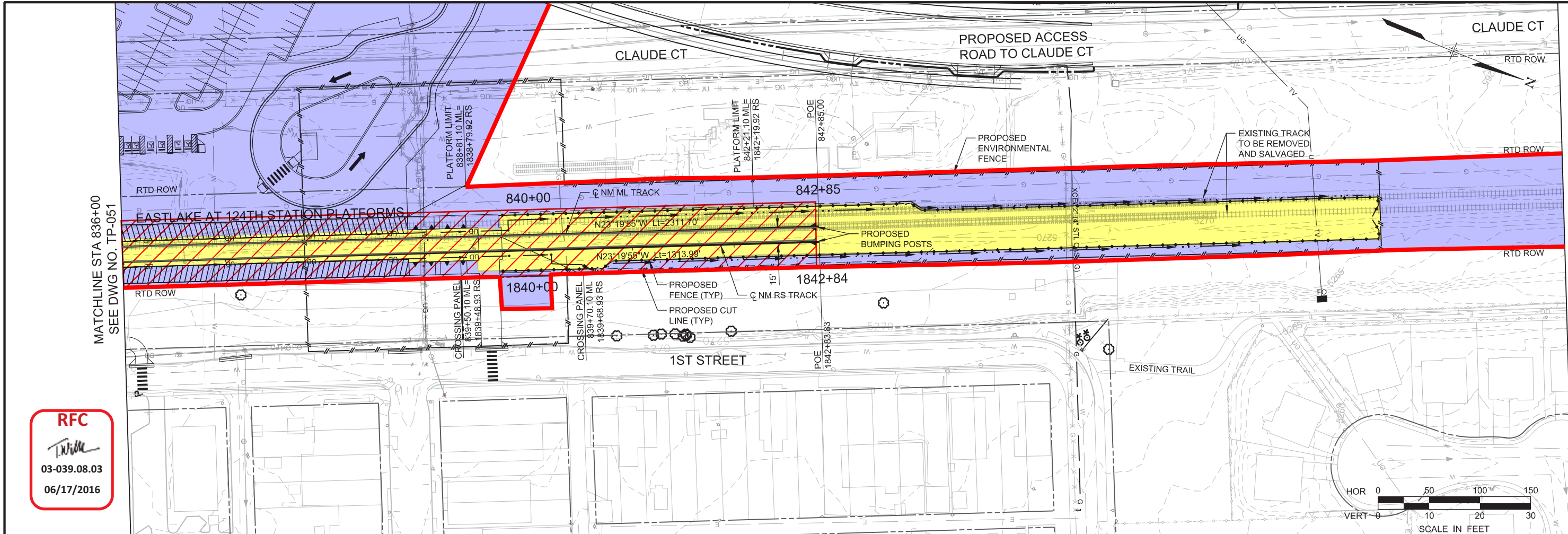
RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

ROADWAY PLAN AND PROFILE
 124 AVENUE

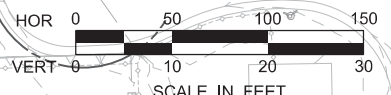
EXHIBIT A - RTD PREMISES

PAGE 14 OF 15
 DWG No. CP-902

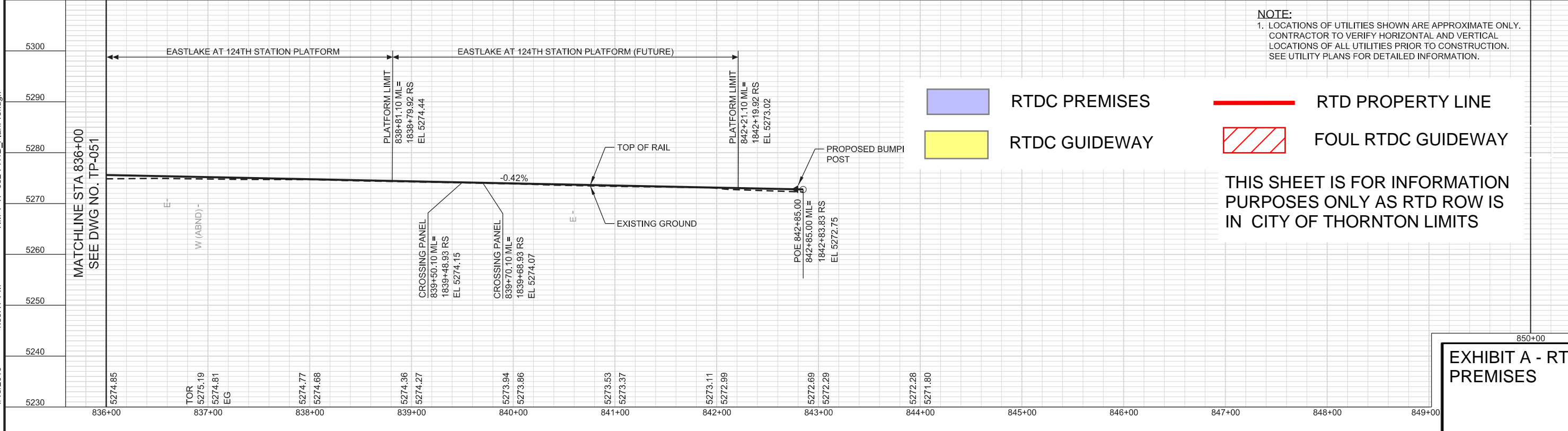
CP-902-PUC EXHIBIT
 LAST PLOTTED 2/9/2019 11:39:21 AM
 USER: CDAY



RFC
T. White
 03-039.08.03
 06/17/2016



NOTE:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.



THIS SHEET IS FOR INFORMATION PURPOSES ONLY AS RTD ROW IS IN CITY OF THORNTON LIMITS

EXHIBIT A - RTD PREMISES

DESIGNED BY: DK	DATE: 12/19/2014	CHECKED BY: BT	DATE: 03/28/2016
DRAWN BY: CR	DATE: 12/19/2014	APPROVED BY: TW	DATE: 04/01/2016
O&M AGREEMENT, EXHIBIT A - RTD PREMISES		SG	10/25/2022
ISSUED FOR CONSTRUCTION		BT	04/01/2016
NO.	REVISIONS	BY	DATE

REGIONAL RAIL PARTNERS
 Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

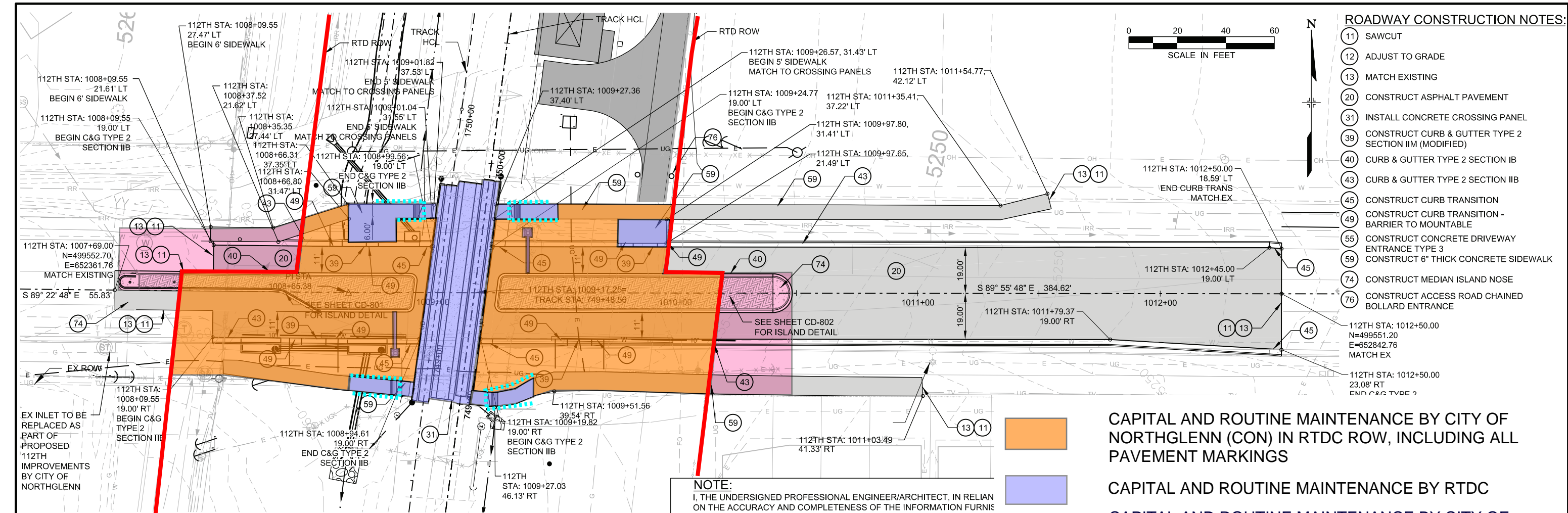
FasTracks
 North Metro
 Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 TRACK
 PLAN AND PROFILE
 STA. 836+00 TO STA. 842+85

INTENTIONALLY
LEFT BLANK

Exhibit B
Highway-Rail Grade Crossings Maintenance

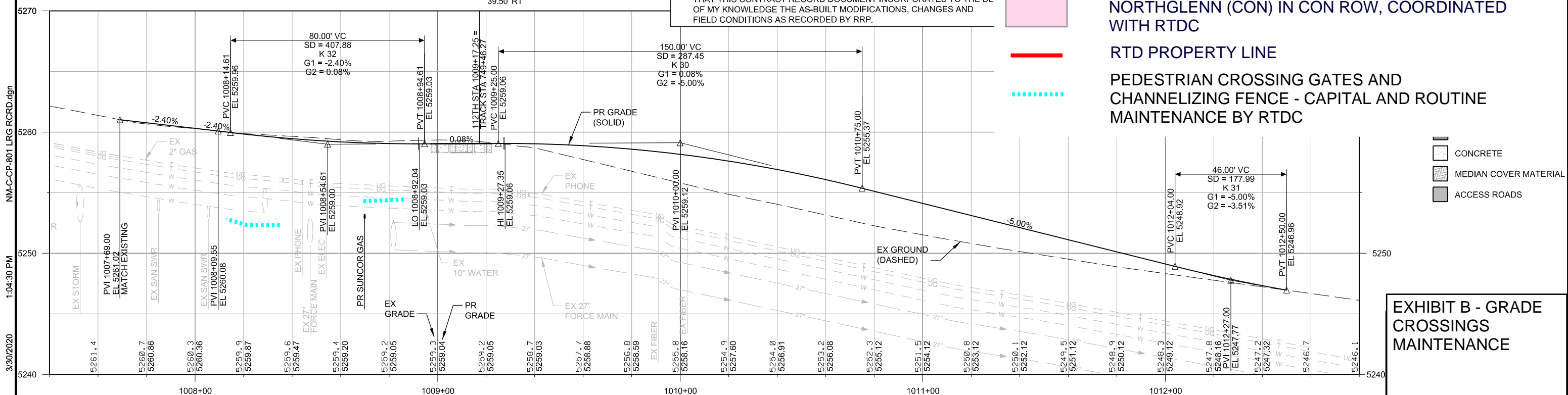
INTENTIONALLY
LEFT BLANK



- ROADWAY CONSTRUCTION NOTES:**
- (11) SAWCUT
 - (12) ADJUST TO GRADE
 - (13) MATCH EXISTING
 - (20) CONSTRUCT ASPHALT PAVEMENT
 - (31) INSTALL CONCRETE CROSSING PANEL
 - (39) CONSTRUCT CURB & GUTTER TYPE 2 SECTION IIM (MODIFIED)
 - (40) CURB & GUTTER TYPE 2 SECTION IB
 - (43) CURB & GUTTER TYPE 2 SECTION IIB
 - (45) CONSTRUCT CURB TRANSITION
 - (49) CONSTRUCT CURB TRANSITION - BARRIER TO MOUNTABLE
 - (55) CONSTRUCT CONCRETE DRIVEWAY ENTRANCE TYPE 3
 - (59) CONSTRUCT 6" THICK CONCRETE SIDEWALK
 - (74) CONSTRUCT MEDIAN ISLAND NOSE
 - (76) CONSTRUCT ACCESS ROAD CHAINED BOLLARD ENTRANCE

NOTE:
I, THE UNDERSIGNED PROFESSIONAL ENGINEER/ARCHITECT, IN RELIANCE ON THE ACCURACY AND COMPLETENESS OF THE INFORMATION FURNISHED BY THE CONTRACTOR, REGIONAL RAIL PARTNERS (RRP), HEREBY CERTIFY THAT THIS CONTRACT RECORD DOCUMENT INCORPORATES TO THE BEST OF MY KNOWLEDGE THE AS-BUILT MODIFICATIONS, CHANGES AND FIELD CONDITIONS AS RECORDED BY RRP.

- CAPITAL AND ROUTINE MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTDC ROW, INCLUDING ALL PAVEMENT MARKINGS
- CAPITAL AND ROUTINE MAINTENANCE BY RTDC
- CAPITAL AND ROUTINE MAINTENANCE BY CITY OF NORTHGLENN (CON) IN CON ROW, COORDINATED WITH RTDC
- RTD PROPERTY LINE
- PEDESTRIAN CROSSING GATES AND CHANNELIZING FENCE - CAPITAL AND ROUTINE MAINTENANCE BY RTDC



- CONCRETE
- MEDIAN COVER MATERIAL
- ACCESS ROADS

EXHIBIT B - GRADE CROSSINGS MAINTENANCE

DESIGNED BY: CMD	DATE: 08/07/2014	CHECKED BY: REP	DATE: 05/23/2016	HORIZ. SCALE: 1" = 40'
DRAWN BY: CMD	DATE: 08/07/2014	APPROVED BY: REP	DATE: 05/23/2016	VERT. SCALE: 1" = 8'
O&M AGREEMENT, EXHIBIT B - GRADE CROSSINGS		SG	02/01/2022	
RECORD DRAWING			/2020	
NMC-DCN-000181; 112TH MEDIAN EXTENSION		TJW	09/20/2019	
ISSUED FOR CONSTRUCTION		REP	05/23/2016	
NO.	REVISIONS	BY	DATE	

REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

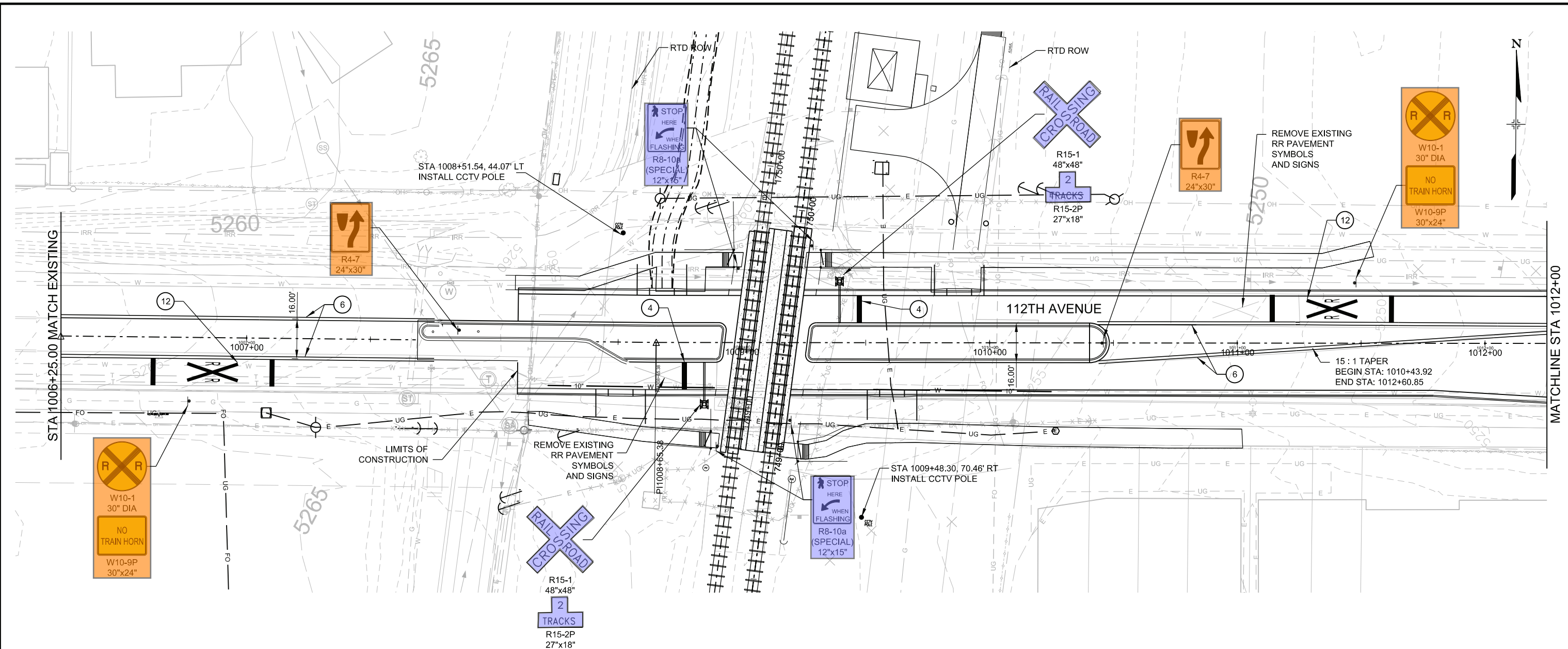
2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

FasTracks
 North Metro
 Rail Line

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 ROADWAY PLAN AND PROFILE
 112TH AVENUE
 (CITY OF NORTHGLENN)

USER: pafoster 3/31/2020 9:06:25 AM NM-K-CK801-112th LRG RCRD.dgn



LEGEND

- ① EDGE LINES WHITE, 6" WIDE
- ② LANE LINES DASHED WHITE, 4" WIDE
- ③ CHANNELIZED LINES WHITE, 8" WIDE
- ④ STOP LINE WHITE, 24" WIDE
- ⑤ CROSSWALK LINES WHITE, 24" WIDE
- ⑥ CENTER LINES DOUBLE YELLOW, 4" WIDE
- ⑦ YELLOW, 4" WIDE
- ⑧ LANE LINES DASHED WHITE, 8" WIDE
- ⑨ LANE DROP LINES SHORT DASHED WHITE, 8" WIDE
- ⑩ RIGHT TURN ARROW
- ⑪ LEFT TURN ARROW
- ⑫ GRADE CROSSING PAVEMENT MARKING PER DETAIL ON SHEET SD-101

TRAFFIC CONTROL NOTES:

1. PAVEMENT SYMBOLS SHALL BE FIELD VERIFIED, PRIOR TO INSTALLATION.
2. MATCH STRIPING TO EXISTING (TYP).
3. ALL SIGNS FIELD LOCATED BY ENGINEER AND/OR MUNICIPALITY.
4. RTD NMRL IMPROVEMENTS ON THE WEST SIDE SHALL MATCH INTO PROPOSED NORTHGLENN IMPROVEMENTS ALONG 112TH AVENUE.
5. ADDITIONAL SIGNS ON PEDESTRIAN CROSSINGS, SEE SHEET KJ-801.
6. "NO TRAIN HORN" PLAQUE IS TO BE INSTALLED UPON THE APPROVAL OF OF QUIET ZONE BY FRA.

NOTE:
 I, THE UNDERSIGNED PROFESSIONAL ENGINEER/ARCHITECT, IN RELIANCE ON THE ACCURACY AND COMPLETENESS OF THE INFORMATION FURNISHED BY THE CONTRACTOR, REGIONAL RAIL PARTNERS (RRP), HEREBY CERTIFY THAT THIS CONTRACT RECORD DOCUMENT INCORPORATES TO THE BEST OF MY KNOWLEDGE THE AS-BUILT MODIFICATIONS, CHANGES AND FIELD CONDITIONS AS RECORDED BY RRP.

SIGNAGE - MAINTENANCE BY RTD
 SIGNAGE - MAINTENANCE BY CITY OF NORTHGLENN

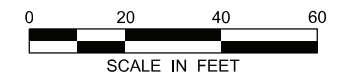


EXHIBIT B - GRADE CROSSINGS MAINTENANCE

	O&M AGREEMENT, EXHIBIT B - GRADE CROSSINGS	SG	02/01/2022
	RECORD DRAWING		04/2020
	NMC-DCN-000181; 112TH MEDIAN EXTENSION	TJW	11/07/2019
	ISSUED FOR CONSTRUCTION	REP	05/23/2016
NO.	REVISIONS	BY	DATE

DESIGNED BY: VKV DATE: 08/06/2014
 DRAWN BY: VKV DATE: 08/06/2014

REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

CHECKED BY: REP DATE: 05/23/2016
 APPROVED BY: REP DATE: 05/23/2016

Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

HORZ SCALE: 1" = 40'
 VERT. SCALE: N/A
FasTracks
 North Metro
 Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 SIGNING AND STRIPING PLAN
 112TH AVENUE
 (CITY OF NORTHGLENN)

PAGE 2 OF 2
 DWG No. CK-801

Exhibit C
Station Maintenance

INTENTIONALLY
LEFT BLANK

Sheet Revisions		
Date	Description	Initials

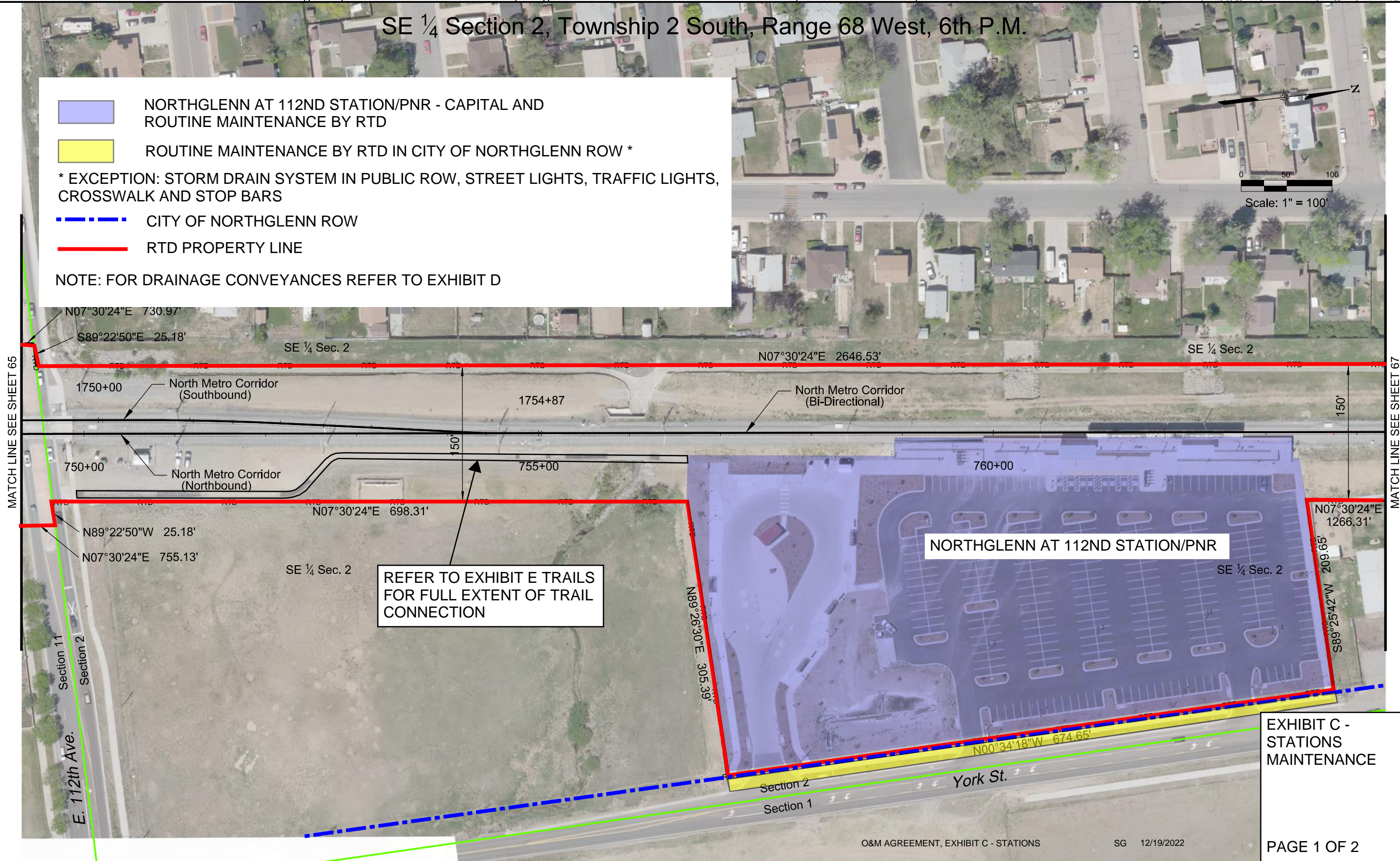
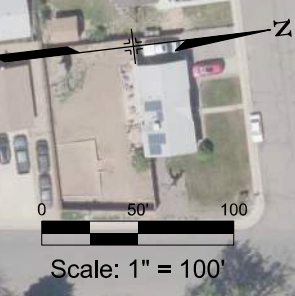
Legend	
North Metro Line Site Limits: — RTD — — —	
AERIAL PHOTO SPRING, 2020	

JACOBS™
9191 S. Jamaica Street
Englewood, Colorado 80112
Phone: 303-820-5240
Fax: 303-820-4842

EXHIBIT E - North Metro Line Site				
Aerial Plan Sheets				
Project Location: RTD Fastracks North Metro Rail Line				
Northglenn at 112th and Eastlake at 124th				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	10-05-20		66	72

SE ¼ Section 2, Township 2 South, Range 68 West, 6th P.M.

NORTHGLENN AT 112ND STATION/PNR - CAPITAL AND ROUTINE MAINTENANCE BY RTD
 ROUTINE MAINTENANCE BY RTD IN CITY OF NORTHGLENN ROW *
 * EXCEPTION: STORM DRAIN SYSTEM IN PUBLIC ROW, STREET LIGHTS, TRAFFIC LIGHTS, CROSSWALK AND STOP BARS
 CITY OF NORTHGLENN ROW
 RTD PROPERTY LINE
 NOTE: FOR DRAINAGE CONVEYANCES REFER TO EXHIBIT D



REFER TO EXHIBIT E TRAILS FOR FULL EXTENT OF TRAIL CONNECTION

EXHIBIT C - STATIONS MAINTENANCE

11/16/2020 5:34:14 PM K:\072120_Fastracks\NORTH METRO\dgn\Exhibit\NORTH METRO-Line Site Aerial\O&M\NMLS-NIM-VR-PL064PLN.dgn

USER: mbarone 5/6/2019 3:59:01 PM WAYFINDING.dgn



SIGNAGE - MAINTENANCE BY RTD IN CITY OF NORTHGLENN LIMITS

SIGNAGE - MAINTENANCE BY RTD IN CITY OF THORNTON LIMITS

CITY OF NORTHGLENN LIMIT

- NOTES:**
1. INSTALL SIGN ON TUBULAR POLE WITH SLIP BASE PER CDOT M&S STANDARD S-614-8
 2. FINAL SIGN LOCATIONS SHALL BE COORDINATED WITH APPROPRIATE MUNICIPALITY TRAFFIC DEPARTMENT PRIOR TO PLACEMENT
 3. SEE RTD BUS INFRASTRUCTURE STANDARD DRAWINGS FOR OFF-SITE SIGNAGE DETAILS

RFC
 [Signature]
 03-039.00.06
 Rev 00
 5/15/2019

EXHIBIT C - STATIONS MAINTENANCE

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT C - STATIONS ISSUED FOR CONSTRUCTION; NMC-DCN-000174	SG	12/19/2022
		REP	03/07/2019

DESIGNED BY: MTW	DATE: 04/03/2018	CHECKED BY: REP	DATE: 03/07/2019	HORIZ. SCALE: N/A
DRAWN BY: MTW	DATE: 04/03/2018	APPROVED BY: REP	DATE: 03/07/2019	VERT. SCALE: N/A

REGIONAL RAIL PARTNERS
 Ballour Beatty / GRAHAM JOINT VENTURE

Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro Rail Line

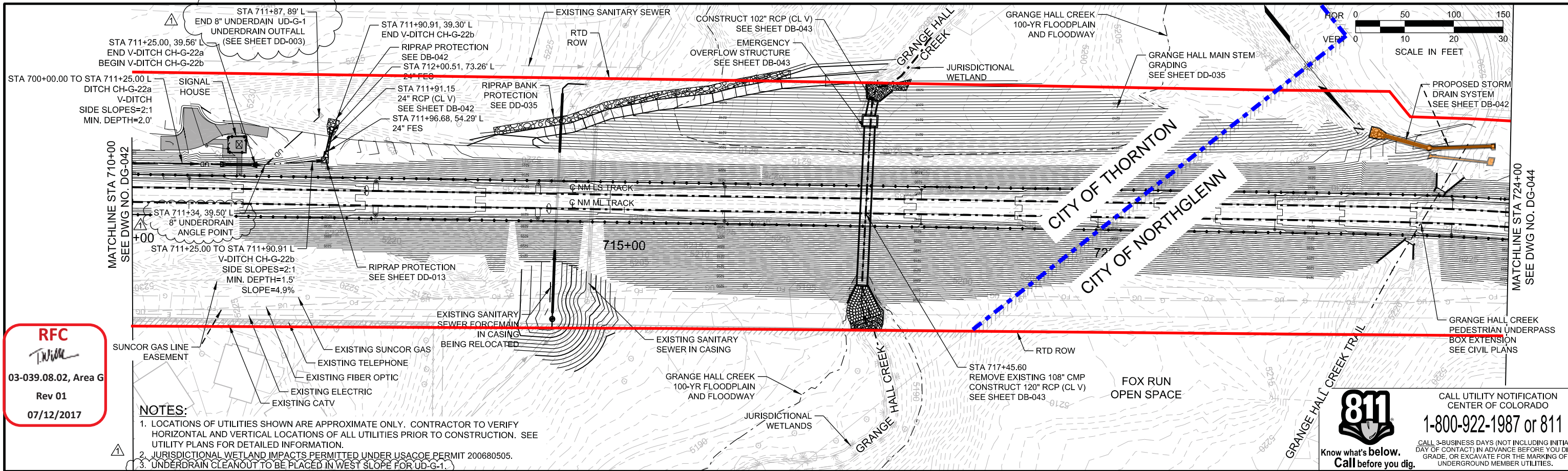
REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE

CIVIL
 NORTHGLENN AT 112TH STATION
 WAYFINDING SIGNAGE

Exhibit D
Drainage Conveyances Maintenance

INTENTIONALLY
LEFT BLANK



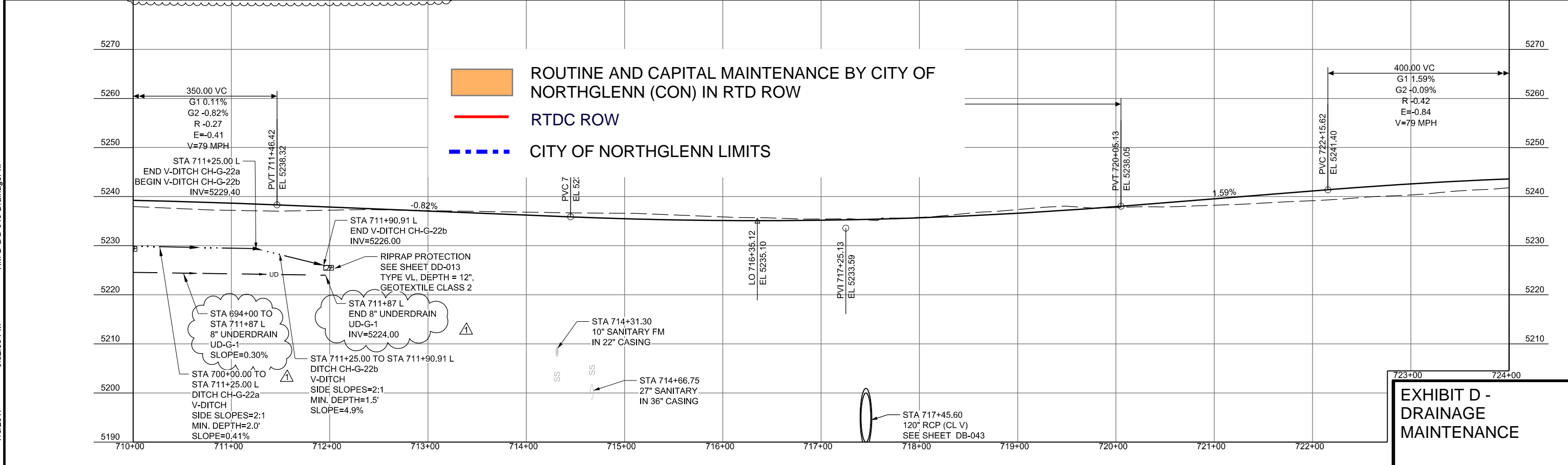
RFC
T.Will
 03-039.08.02, Area G
 Rev 01
 07/12/2017

- NOTES:**
1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.
 2. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.
 3. UNDERDRAIN CLEANOUT TO BE PLACED IN WEST SLOPE FOR UD-G-1.

811
 Know what's below.
 Call before you dig.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or 811

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTD ROW

RTDC ROW

CITY OF NORTHGLENN LIMITS

EXHIBIT D - DRAINAGE MAINTENANCE

NO.	REVISIONS	BY	DATE
1	O&M AGREEMENT, EXHIBIT D - DRAINAGE	SG	02/08/2023
0	NMC-DCN-0082 104TH GROUNDWATER	CRH	03/20/2017
0	ISSUED FOR CONSTRUCTION	JSG	05/25/2016

DESIGNED BY: JMM DATE: 10/14/2015
 CHECKED BY: JLB DATE: 04/11/2016
 DRAWN BY: PEB DATE: 10/14/2015
 APPROVED BY: JSG DATE: 05/25/2016

RTP
 REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

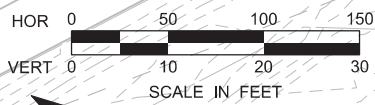
NORTH METRO RAIL LINE
 DRAINAGE AND GRADING/TRACK
 PLAN AND PROFILE
 STA 710+00 TO STA 724+00



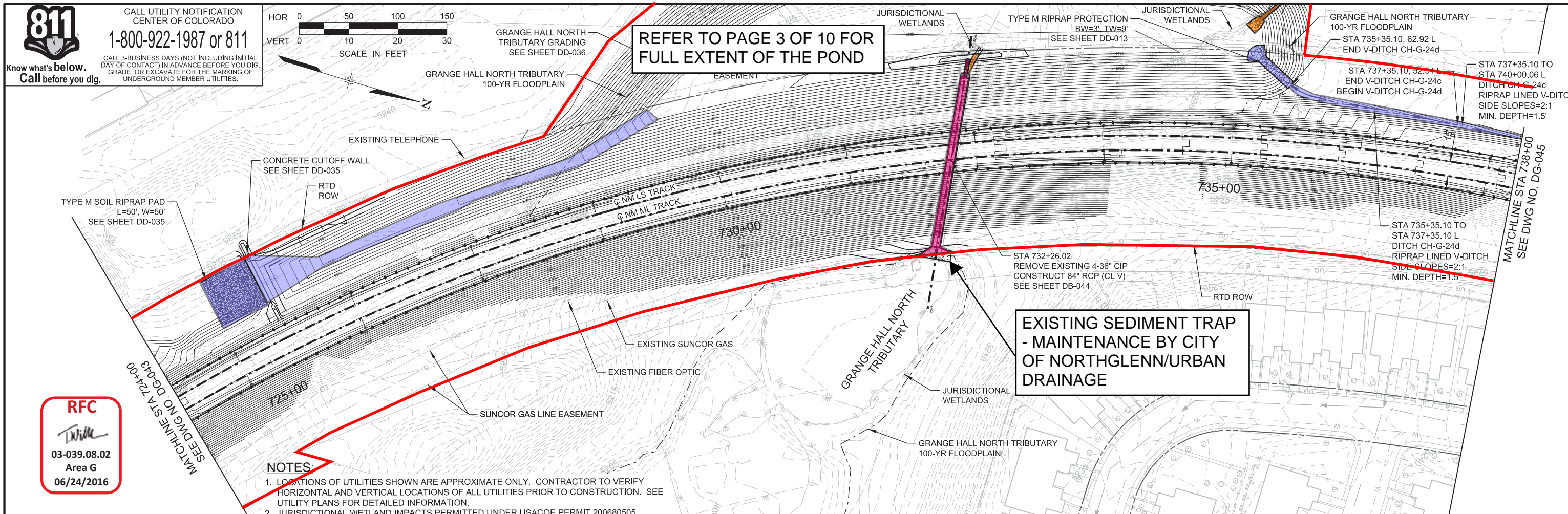
CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811

Know what's below.
Call before you dig.

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



REFER TO PAGE 3 OF 10 FOR FULL EXTENT OF THE POND



RFC
03-039.08.02
Area G
06/24/2016

NOTES:

1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.
2. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

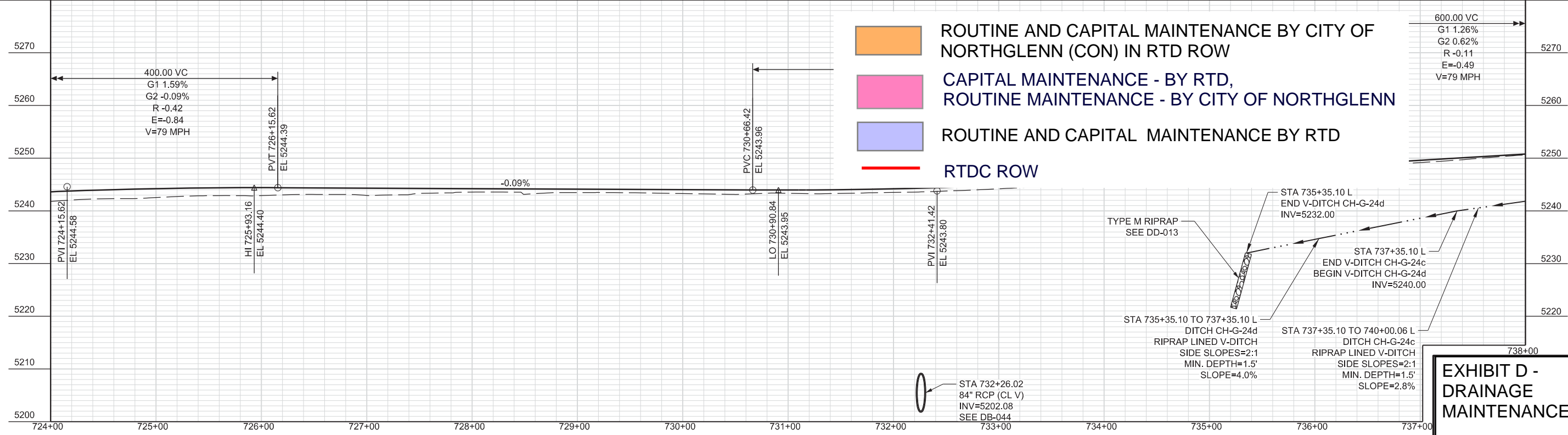


EXHIBIT D - DRAINAGE MAINTENANCE

NO.	REVISIONS	BY	DATE
0	O&M AGREEMENT, EXHIBIT D - DRAINAGE ISSUED FOR CONSTRUCTION	SG	02/08/2023
		JSG	05/25/2016

DESIGNED BY: JMM DATE: 10/14/2015
 CHECKED BY: JLB DATE: 04/11/2016
 DRAWN BY: PEB DATE: 10/14/2015
 APPROVED BY: JSG DATE: 05/25/2016

RTD FasTracks
North Metro Rail Line

Stantec
2000 SOUTH COLORADO BOULEVARD
SUITE 2-300
DENVER, COLORADO 80222
(303) 758-4058

REGIONAL RAIL PARTNERS
Balfour Beatty / GRAHAM

NORTH METRO RAIL LINE
DRAINAGE AND GRADING/TRACK
PLAN AND PROFILE
STA 724+00 TO STA 738+00



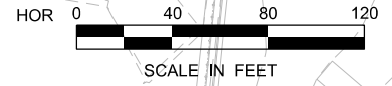
CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811

Know what's below.
Call before you dig.

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

NOTES:

1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.
2. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

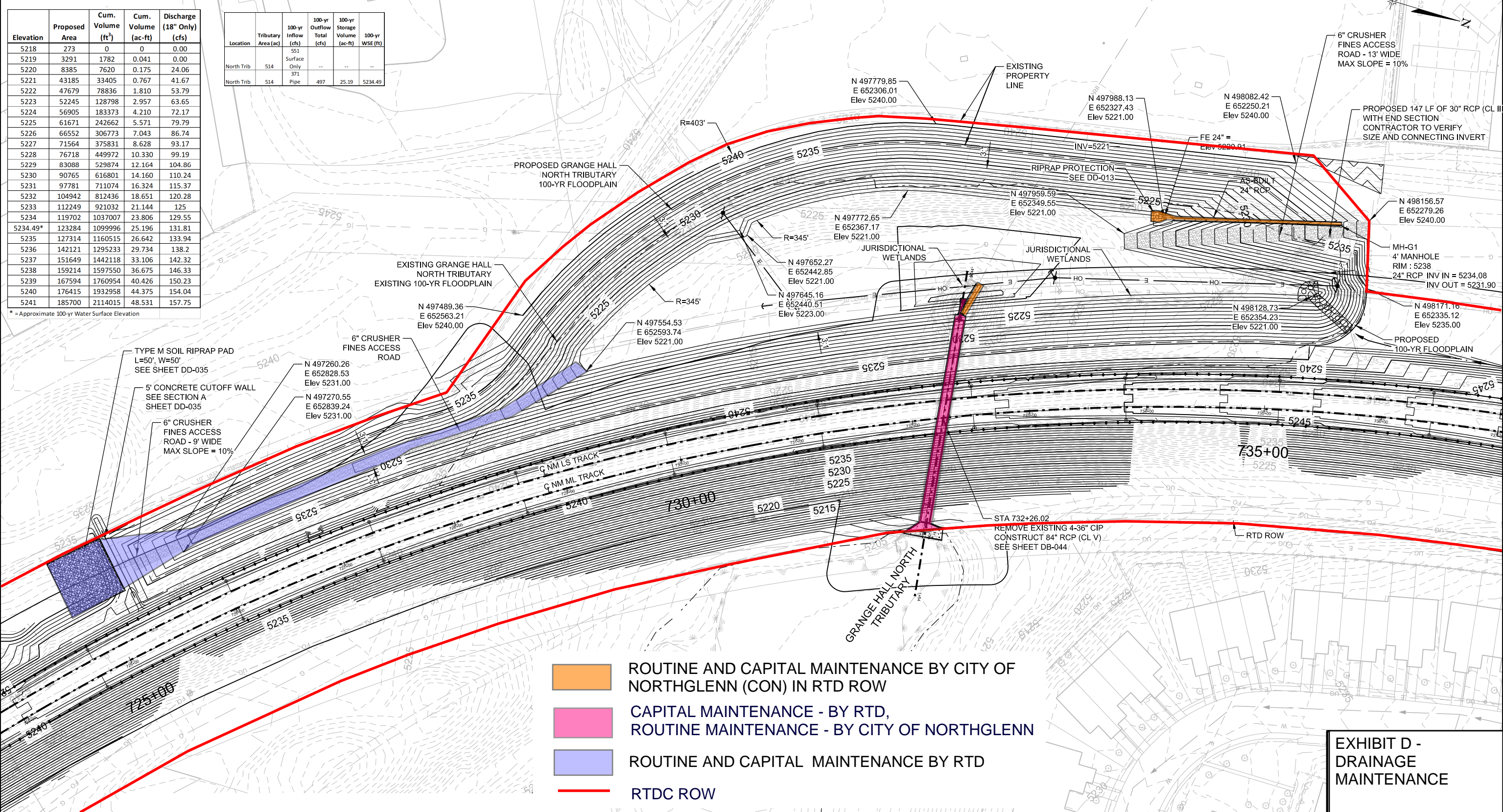


Elevation	Proposed Area	Cum. Volume (ft ³)	Cum. Volume (ac-ft)	Discharge (18" Only) (cfs)
5218	273	0	0	0.00
5219	3291	1782	0.041	0.00
5220	8385	7620	0.175	24.06
5221	43185	33405	0.767	41.67
5222	47679	78836	1.810	53.79
5223	52245	128798	2.957	63.65
5224	56905	183373	4.210	72.17
5225	61671	242662	5.571	79.79
5226	66552	306773	7.043	86.74
5227	71564	375831	8.628	93.17
5228	76718	449972	10.330	99.19
5229	83088	529874	12.164	104.86
5230	90765	616801	14.160	110.24
5231	97781	711074	16.324	115.37
5232	104942	812436	18.651	120.28
5233	112249	921032	21.144	125
5234	119702	1037007	23.806	129.55
5234.49*	123284	1099996	25.196	131.81
5235	127314	1160515	26.642	133.94
5236	142121	1295233	29.734	138.2
5237	151649	1442118	33.106	142.32
5238	159214	1597550	36.675	146.33
5239	167594	1760954	40.426	150.23
5240	176415	1932958	44.375	154.04
5241	185700	2114015	48.531	157.75

* = Approximate 100-yr Water Surface Elevation

Location	Tributary Area (ac)	100-yr Inflow (cfs)	100-yr Outflow Total (cfs)	100-yr Storage Volume (ac-ft)	100-yr WSE (ft)
North Trib	514	551	551	--	--
North Trib	514	Surface Only	371	25.19	5234.49
North Trib	514	Pipe	497	25.19	5234.49

10:52:13 AM
 4/6/2020
 USER: mikyan
 NM-D-DD-036-DrainagePOND_LRG_FCRD.dgn



- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTD ROW
- CAPITAL MAINTENANCE - BY RTD, ROUTINE MAINTENANCE - BY CITY OF NORTHGLENN
- ROUTINE AND CAPITAL MAINTENANCE BY RTD
- RTDC ROW

**EXHIBIT D -
DRAINAGE
MAINTENANCE**

O&M AGREEMENT, EXHIBIT D - DRAINAGE	SG	02/08/2023
RECORD DRAWING		03/2020
NMC - DCN000066 - MAGELLAN GRADING REVISION	JSG	02/08/2017
ISSUED FOR CONSTRUCTION	JSG	05/25/2016
NO.	REVISIONS	BY DATE

DESIGNED BY: CRH DATE: 11/13/2015
 DRAWN BY: PEB DATE: 11/13/2015

CHECKED BY: JLB DATE: 04/11/2016
 APPROVED BY: JSG DATE: 05/25/2016

REGIONAL RAIL PARTNERS
 Balfour Beatty / GRAHAM JOINT VENTURE

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE

**DRAINAGE & GRADING
 GRANGE HALL CREEK NORTH TRIBUTARY POND
 GRADING PLAN - POND**

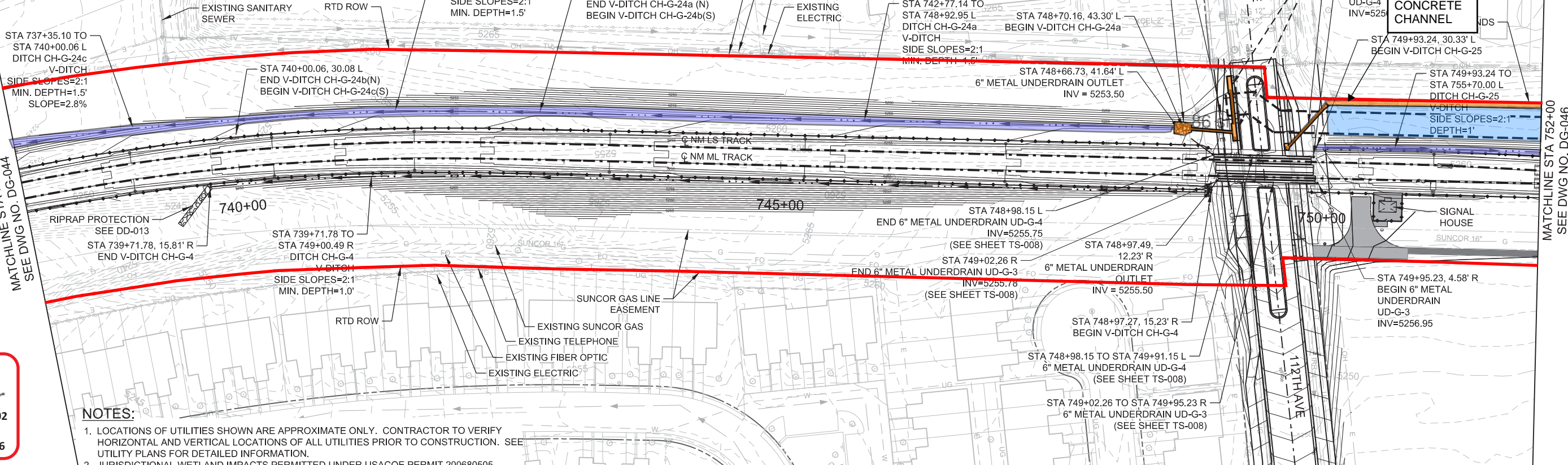
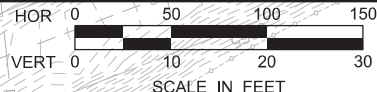
PAGE 3 OF 10
 DWG No. DD-036



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811

Know what's below.
Call before you dig.

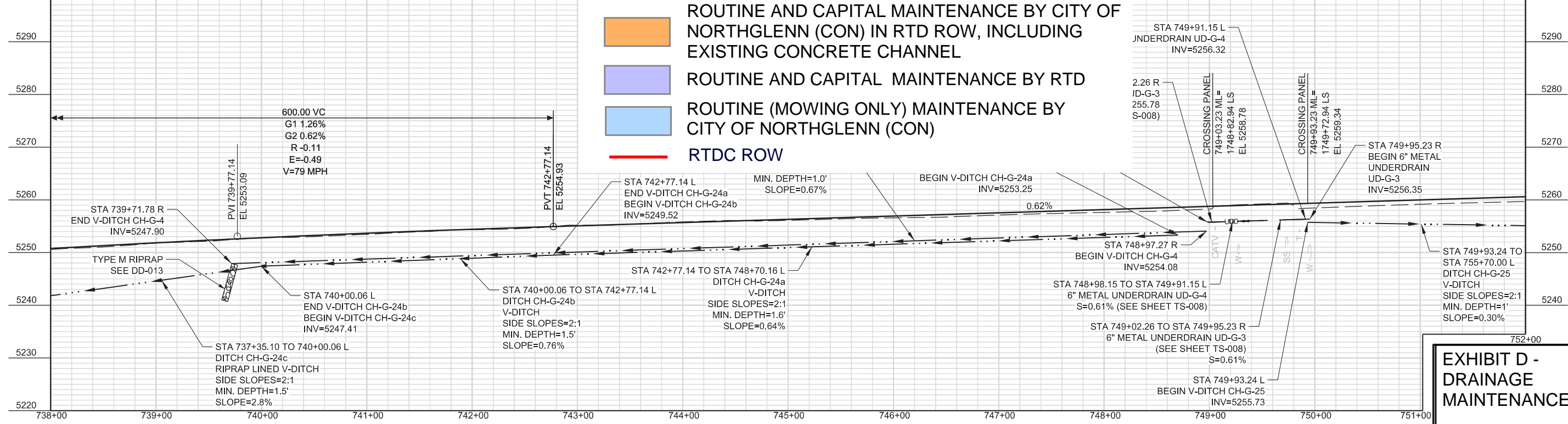
CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



- NOTES:**
1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR DETAILED INFORMATION.
 2. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

RFC
T.Will
03-039.08.02
Area G
06/24/2016

- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTD ROW, INCLUDING EXISTING CONCRETE CHANNEL
- ROUTINE AND CAPITAL MAINTENANCE BY RTD
- ROUTINE (MOWING ONLY) MAINTENANCE BY CITY OF NORTHGLENN (CON)
- RTDC ROW



**EXHIBIT D -
DRAINAGE
MAINTENANCE**

USER: pbalasco 5/26/2016 9:40:24 AM NM-D-DG-045-DrainagePnP

DESIGNED BY: JMM	DATE: 10/14/2015	CHECKED BY: JLB	DATE: 04/11/2016
DRAWN BY: PEB	DATE: 10/14/2015	APPROVED BY: JSG	DATE: 05/25/2016
O&M AGREEMENT, EXHIBIT D - DRAINAGE		SG	02/08/2023
ISSUED FOR CONSTRUCTION		JSG	05/25/2016
NO.	REVISIONS	BY	DATE

REGIONAL RAIL PARTNERS
 Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro
 Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
DRAINAGE AND GRADING/TRACK
PLAN AND PROFILE
STA 738+00 TO STA 752+00

PAGE 4 OF 10
 DWG No. DG-045

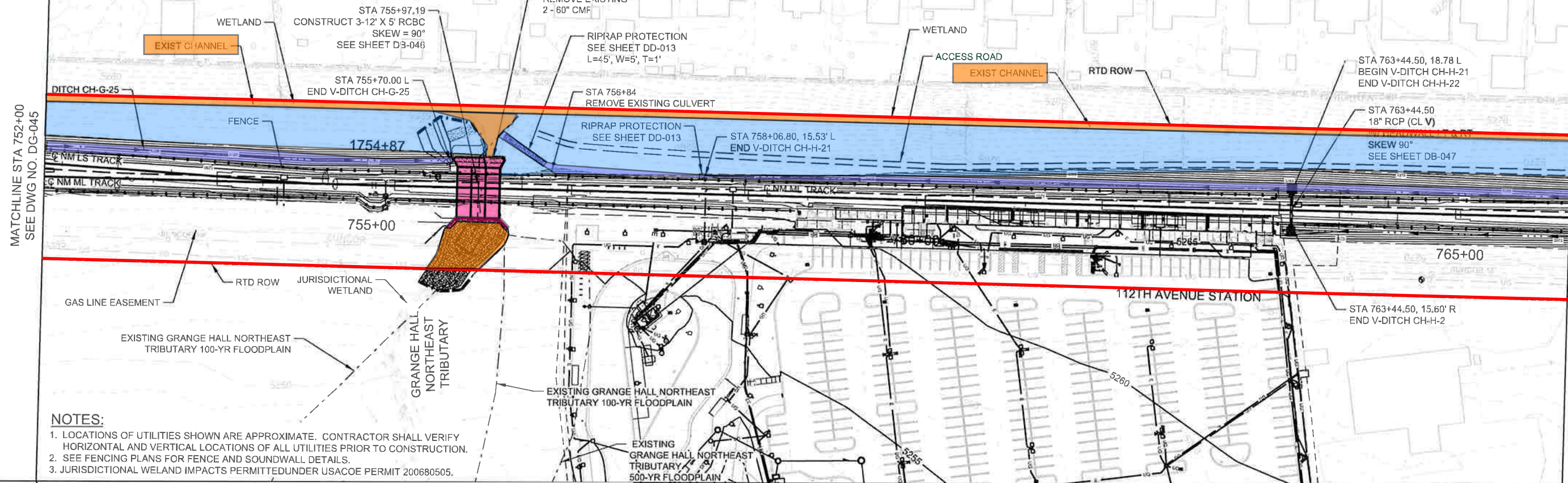
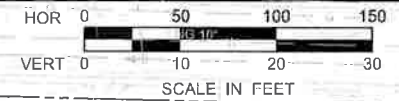


CALL UTILITY NOTIFICATION CENTER OF COLORADO

1-800-922-1987 or 811

Know what's below. Call before you dig.

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NOTES:

1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. SEE FENCING PLANS FOR FENCE AND SOUNDWALL DETAILS.
3. JURISDICTIONAL WELAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTD ROW, INCLUDING EXISTING CONCRETE CHANNEL
- CAPITAL MAINTENANCE - BY RTD, ROUTINE MAINTENANCE - BY CITY OF NORTHGLENN
- ROUTINE AND CAPITAL MAINTENANCE BY RTD
- ROUTINE (MOWING ONLY) MAINTENANCE BY CITY OF NORTHGLENN (CON)
- RTDC ROW

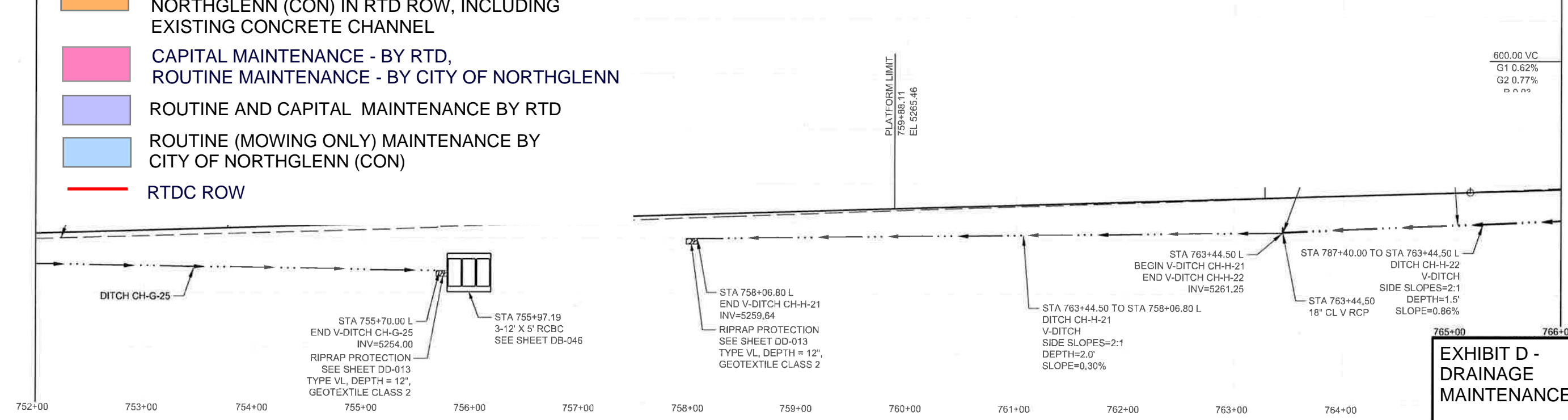


EXHIBIT D - DRAINAGE MAINTENANCE

O&M AGREEMENT, EXHIBIT D - DRAINAGE		SG	02/08/2023
ISSUED FOR CONSTRUCTION		JSG	11/16/2015
NO.	REVISIONS	BY	DATE

DESIGNED BY: CRH DATE: 05/13/2015
 DRAWN BY: AJF DATE: 05/13/2015
 CHECKED BY: LML DATE: 11/12/2015
 APPROVED BY: TR DATE: 11/13/2015

RRP REGIONAL RAIL PARTNERS
 SOUTHERN BEATTY / GRAHAM

Stantec
 2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 DRAINAGE AND GRADING/TRACK
 PLAN AND PROFILE
 STA 752+00 TO STA 766+00

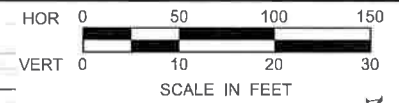


CALL UTILITY NOTIFICATION CENTER OF COLORADO

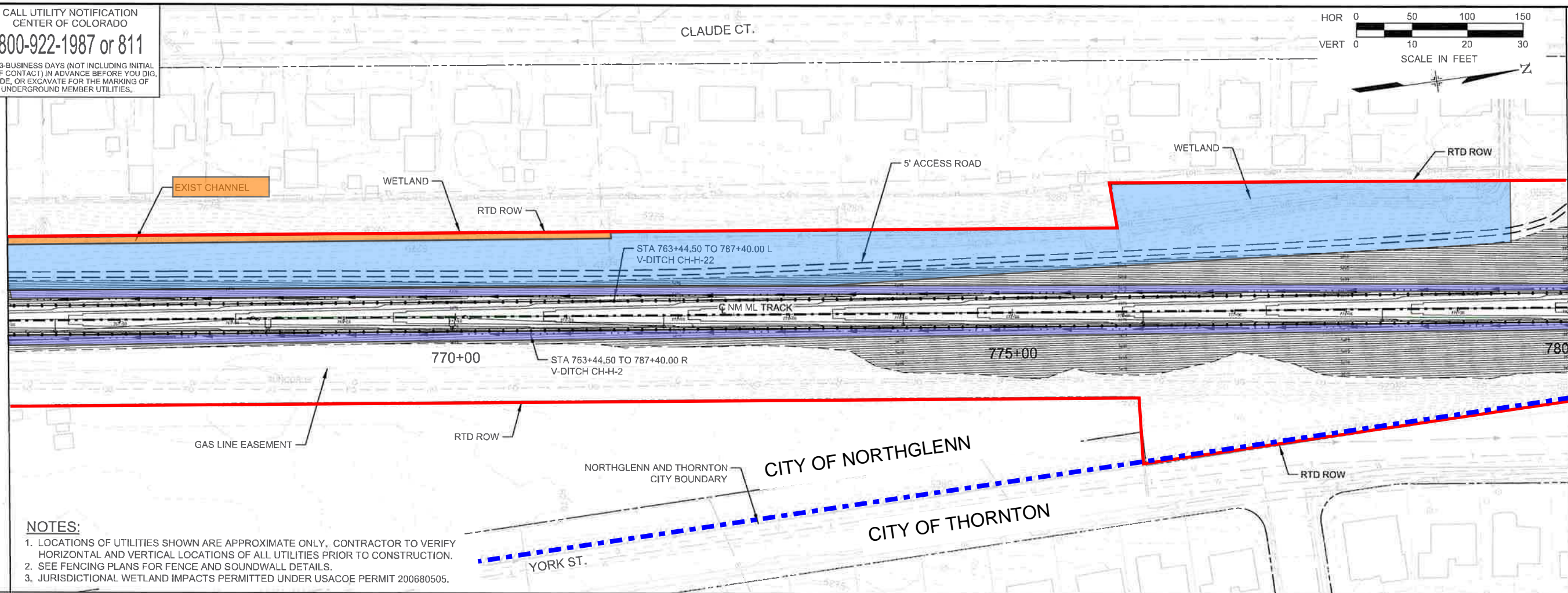
1-800-922-1987 or 811

Know what's below. Call before you dig.

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



MATCHLINE STA 766+00 SEE DWG NO. DG-046



MATCHLINE STA 780+00 SEE DWG NO. DG-048

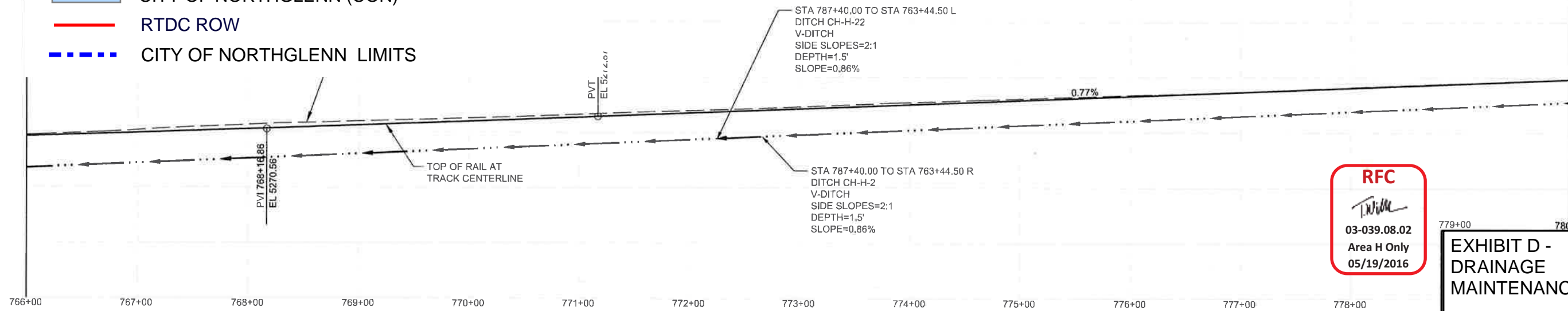
NOTES:

- 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. SEE FENCING PLANS FOR FENCE AND SOUNDWALL DETAILS.
3. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTD ROW, INCLUDING EXISTING CONCRETE CHANNEL
ROUTINE AND CAPITAL MAINTENANCE BY RTD
ROUTINE (MOWING ONLY) MAINTENANCE BY CITY OF NORTHGLENN (CON)
RTDC ROW
CITY OF NORTHGLENN LIMITS

5310 5300 5290 5280 5270 5260 5250 5240

5310 5300 5290 5280 5270 5260



RFC signature and date: 03-039.08.02 Area H Only 05/19/2016

EXHIBIT D - DRAINAGE MAINTENANCE

Table with columns for NO., REVISIONS, BY, DATE. Includes O&M AGREEMENT, EXHIBIT D - DRAINAGE.

DESIGNED BY: CRH DATE: 05/13/2015 CHECKED BY: LML DATE: 11/12/2015
DRAWN BY: AJF DATE: 07/15/2014 APPROVED BY: TR DATE: 11/13/2015
Regional Rail Partners logo and Stantec logo.

RTD FasTracks North Metro Rail Line logo and address: 1600 BLAKE STREET DENVER, COLORADO 80202

NORTH METRO RAIL LINE DRAINAGE AND GRADING/TRACK PLAN AND PROFILE STA 766+00 TO STA 780+00

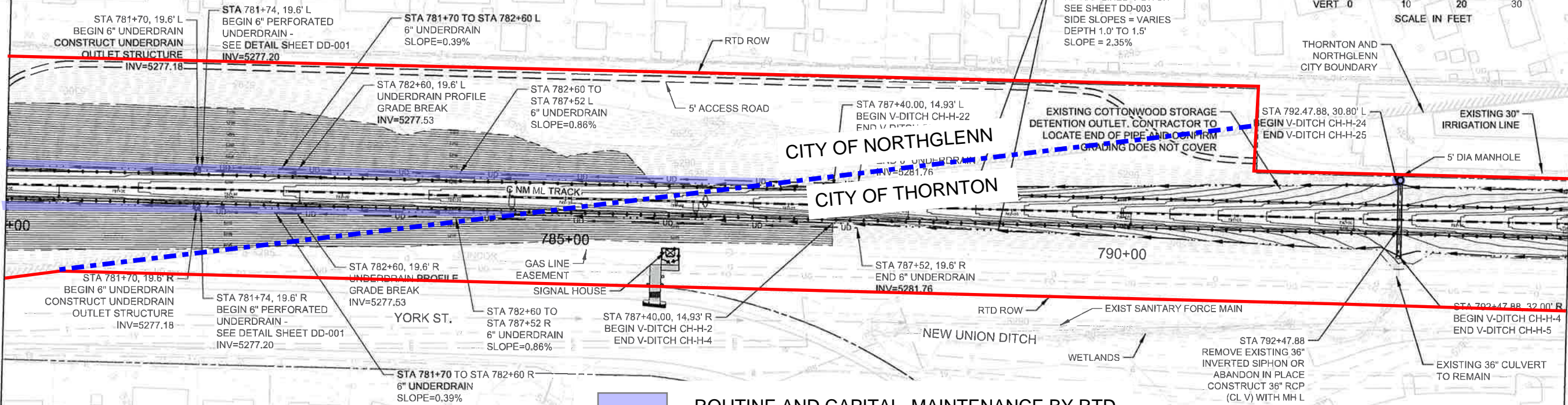


CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811

Know what's below.
Call before you dig.

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

MATCHLINE STA 780+00
SEE DWG NO. DG-047



NOTES:

1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY, CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. SEE FENCING PLANS FOR FENCE AND SOUNDWALL DETAILS.
3. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

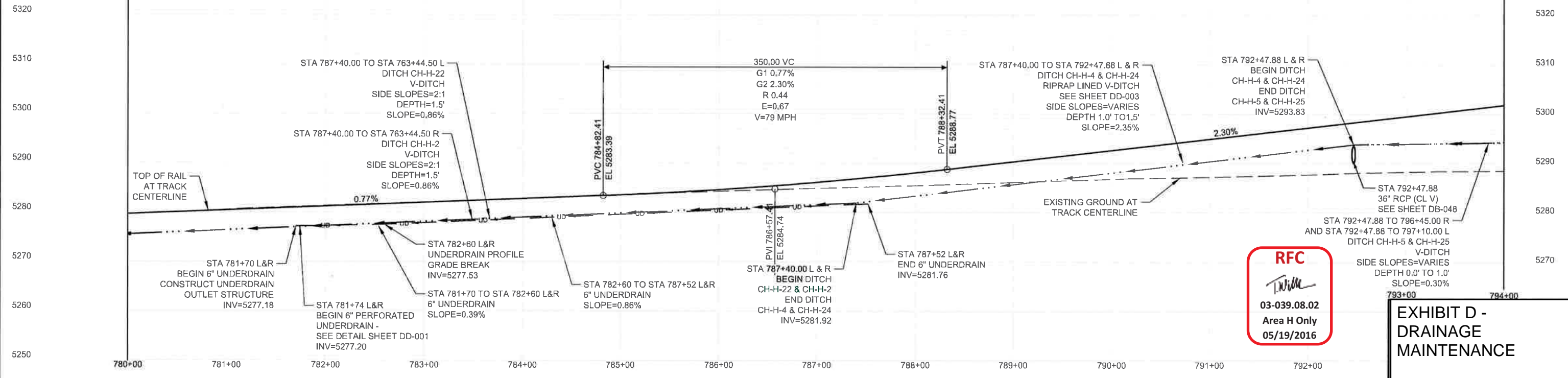
- ROUTINE AND CAPITAL MAINTENANCE BY RTD
- RTDC ROW
- CITY OF NORTHGLENN LIMITS

MATCHLINE STA 794+00
SEE DWG NO. DG-049

NM-D-DG-048-DrainagePnP.dgn

9:37:37 AM

5/9/2016 USER: chaggarty



RFC
 [Signature]
 03-09.08.02
 Area H Only
 05/19/2016

EXHIBIT D - DRAINAGE MAINTENANCE

O&M AGREEMENT, EXHIBIT D - DRAINAGE		SG	02/08/2023
ISSUED FOR CONSTRUCTION		JSG	11/16/2015
NO.	REVISIONS	BY	DATE

DESIGNED BY: CRH	DATE: 05/13/2015	CHECKED BY: LML	DATE: 11/12/2015	HORIZ. SCALE: 1"=100'
DRAWN BY: AJF	DATE: 05/13/2015	APPROVED BY: TR	DATE: 11/13/2015	VERT. SCALE: 1"=20'

2000 SOUTH COLORADO BOULEVARD
SUITE 2-300
DENVER, COLORADO 80222
(303) 758-4059

RTD FasTracks
North Metro Rail Line

REGIONAL TRANSPORTATION DISTRICT
1600 BLAKE STREET
DENVER, COLORADO 80202
(303) 628-9000

NORTH METRO RAIL LINE

DRAINAGE AND GRADING/TRACK
PLAN AND PROFILE
STA 780+00 TO STA 794+00



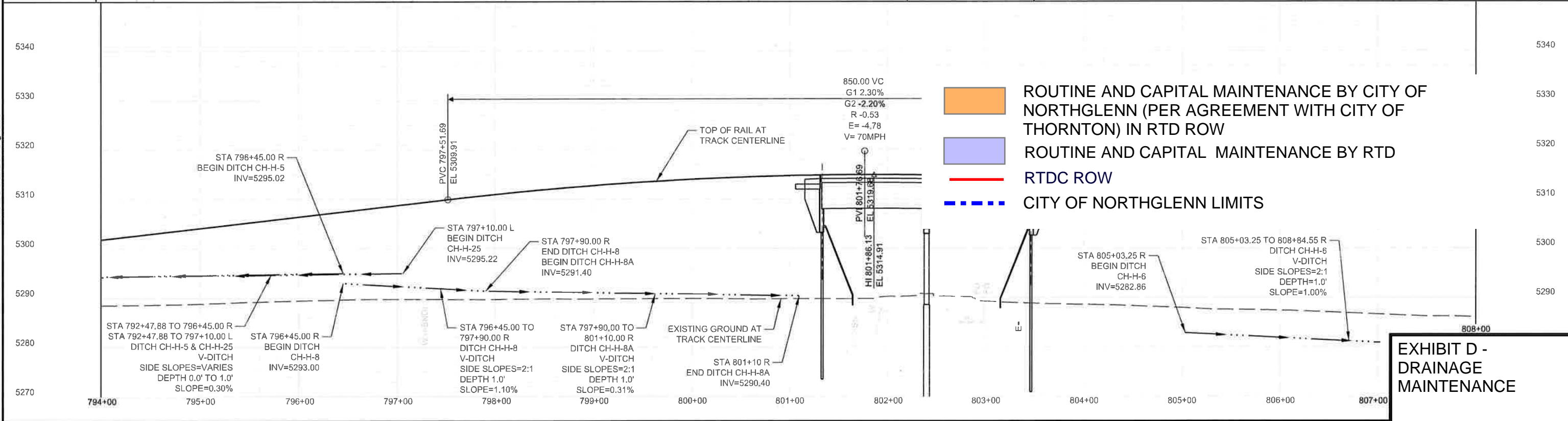
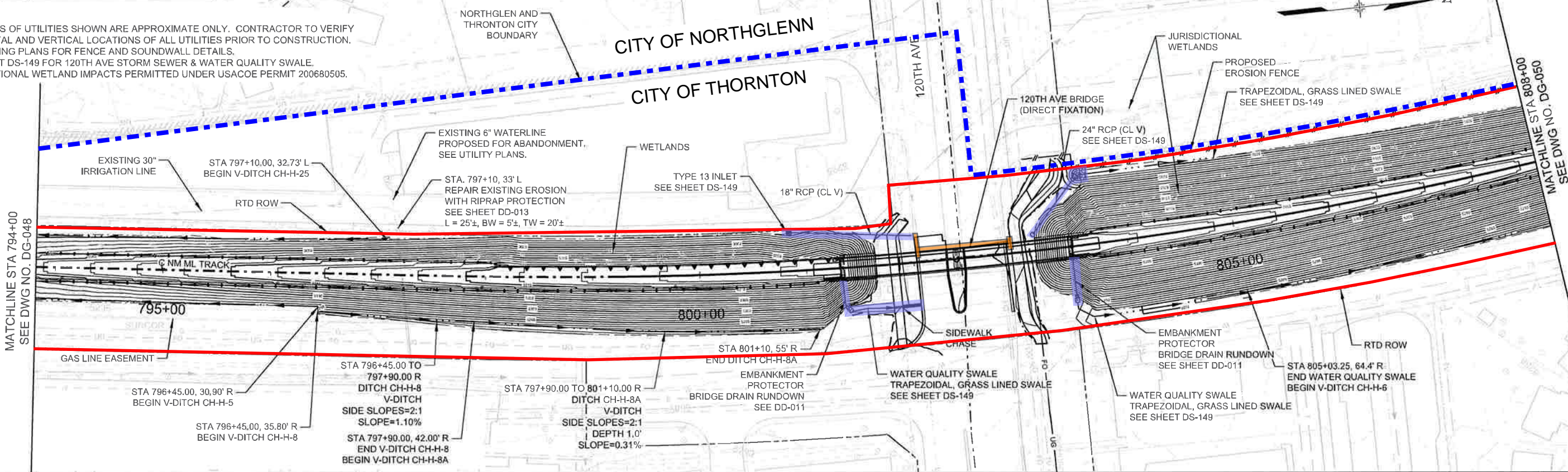
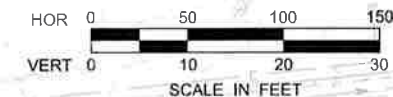
CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or 811

Know what's below.
Call before you dig.

CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

NOTES:

1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. SEE FENCING PLANS FOR FENCE AND SOUNDWALL DETAILS.
3. SEE SHEET DS-149 FOR 120TH AVE STORM SEWER & WATER QUALITY SWALE.
4. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.



- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (PER AGREEMENT WITH CITY OF THORNTON) IN RTD ROW
- ROUTINE AND CAPITAL MAINTENANCE BY RTD
- RTDC ROW
- CITY OF NORTHGLENN LIMITS

EXHIBIT D - DRAINAGE MAINTENANCE

DESIGNED BY: CRH	DATE: 05/13/2015	CHECKED BY: LML	DATE: 11/12/2015	HORZ. SCALE: 1"=100'
DRAWN BY: AJF	DATE: 05/13/2015	APPROVED BY: TR	DATE: 11/13/2015	VERT. SCALE: 1"=20'
O&M AGREEMENT, EXHIBIT D - DRAINAGE		SG	02/08/2023	
ISSUED FOR CONSTRUCTION		JSG	11/16/2015	
NO.	REVISIONS	BY	DATE	



2000 SOUTH COLORADO BOULEVARD
SUITE 2-300
DENVER, COLORADO 80222
(303) 758-4058

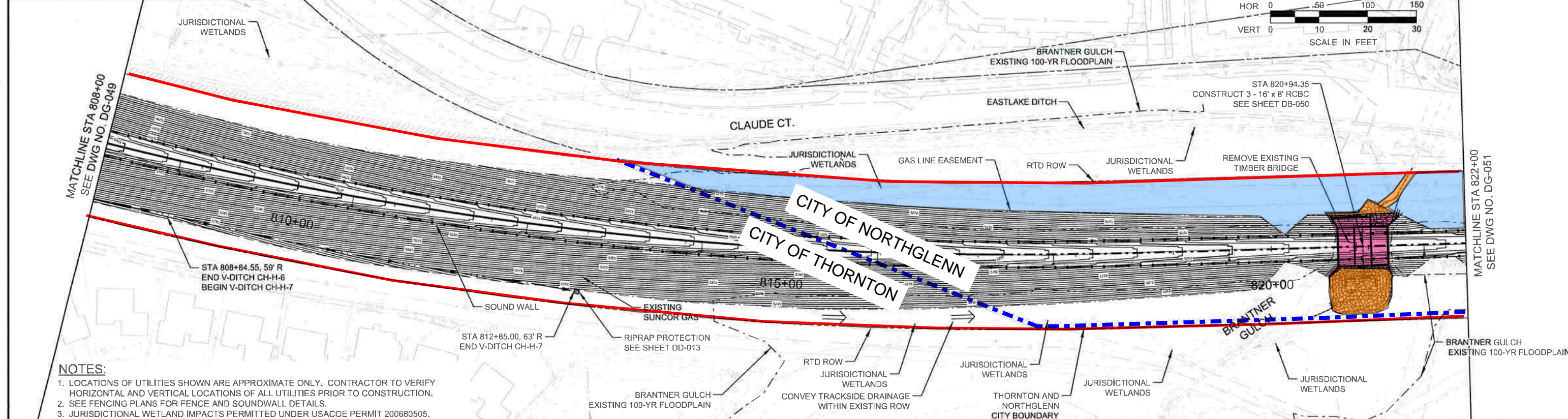
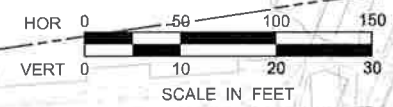


NORTH METRO RAIL LINE
DRAINAGE AND GRADING/TRACK
PLAN AND PROFILE
STA 794+00 TO STA 808+00



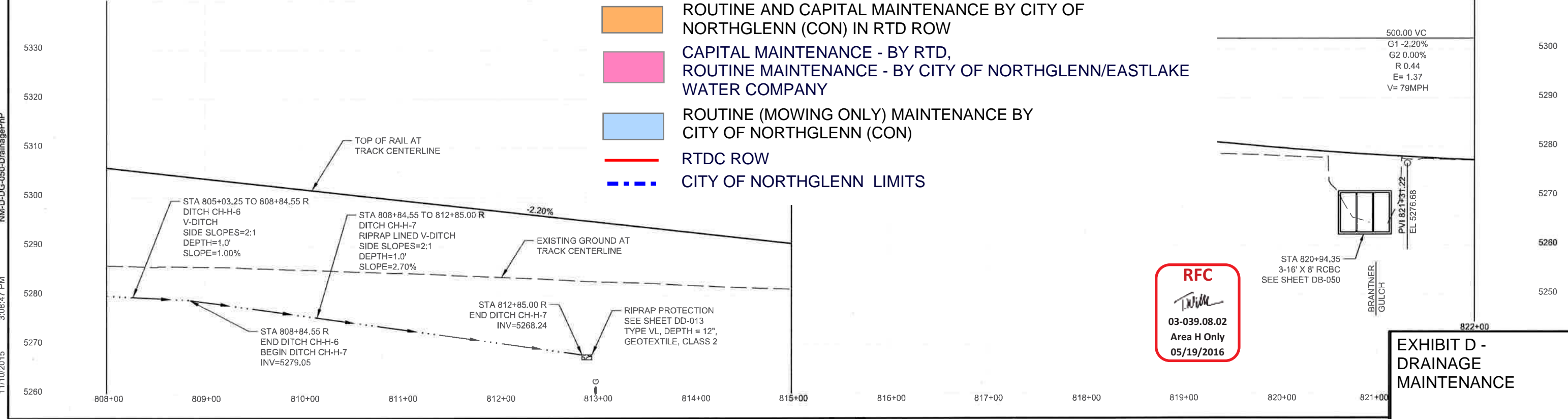
CALL UTILITY NOTIFICATION CENTER OF COLORADO
 1-800-922-1987 or 811
 CALL 3-BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Know what's below.
 Call before you dig.



NOTES:
 1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 2. SEE FENCING PLANS FOR FENCE AND SOUNDWALL DETAILS.
 3. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PERMIT 200680505.

- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN (CON) IN RTD ROW
- CAPITAL MAINTENANCE - BY RTD, ROUTINE MAINTENANCE - BY CITY OF NORTHGLENN/EASTLAKE WATER COMPANY
- ROUTINE (MOWING ONLY) MAINTENANCE BY CITY OF NORTHGLENN (CON)
- RTDC ROW
- CITY OF NORTHGLENN LIMITS



RFC
[Signature]
 03-039.08.02
 Area H Only
 05/19/2016

EXHIBIT D - DRAINAGE MAINTENANCE

DESIGNED BY: CRH	DATE: 05/13/2015	CHECKED BY: LML	DATE: 11/12/2015	HORIZ. SCALE: 1"=100'
DRAWN BY: AJF	DATE: 05/13/2015	APPROVED BY: TR	DATE: 11/13/2015	VERT. SCALE: 1"=20'
O&M AGREEMENT, EXHIBIT D - DRAINAGE		SG	02/08/2023	
ISSUED FOR CONSTRUCTION		JSG	11/16/2015	
NO.	REVISIONS	BY	DATE	

REGIONAL RAIL PARTNERS

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

RTD FasTracks
 North Metro Rail Line

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 629-9000

NORTH METRO RAIL LINE
 DRAINAGE AND GRADING/TRACK PLAN AND PROFILE
 STA 808+00 TO STA 822+00

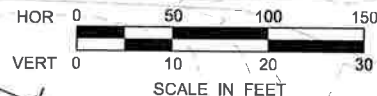
USER: pbalasco 11/10/2015 3:08:47 PM NM-D-DG-050-DrainagePnP



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811

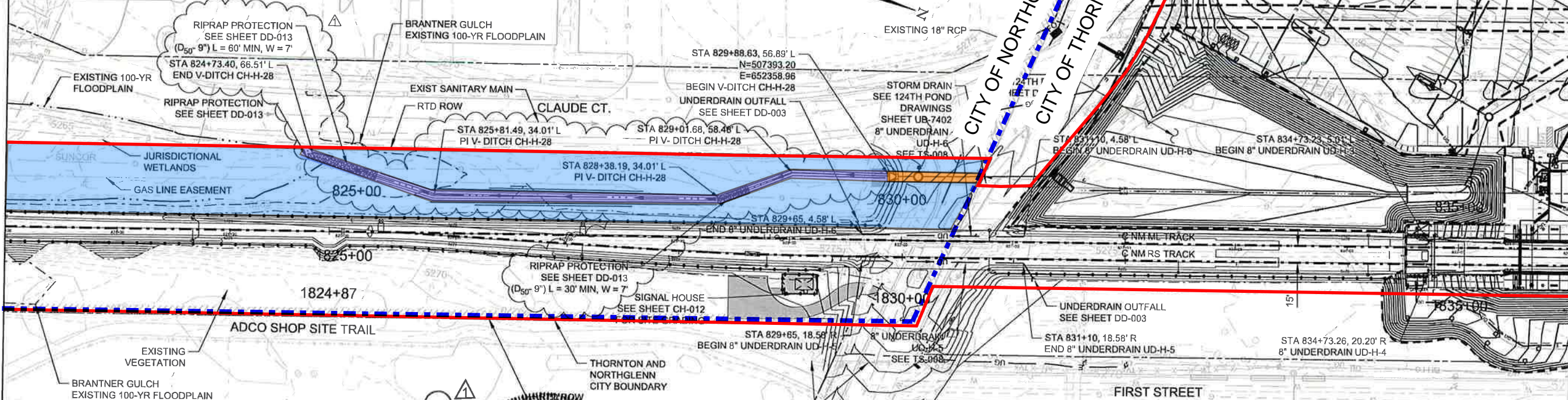
Know what's below.
Call before you dig.

CALL 3 BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



MATCHLINE STA 822+00
SEE DWG NO. DG-050

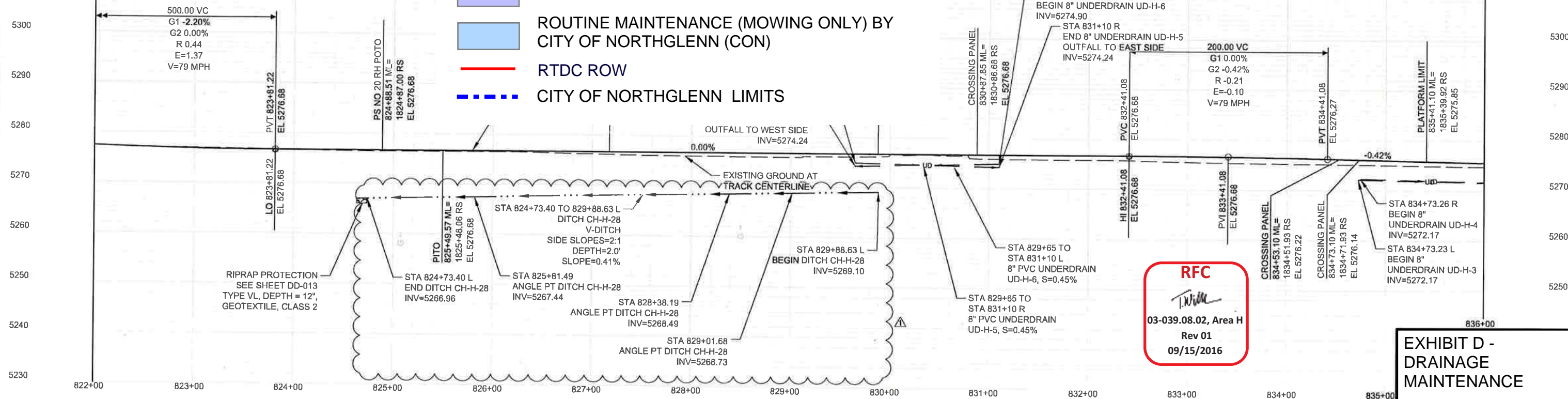
MATCHLINE STA 836+00
SEE DWG NO. DG-052



NOTES:

1. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. SEE FENCING PLANS FOR FENCE AND SOUNDWALL DETAILS.
3. JURISDICTIONAL WETLAND IMPACTS PERMITTED UNDER USACOE PER [REDACTED]

- ROUTINE AND CAPITAL MAINTENANCE BY CITY OF THORNTON IN RTD ROW*
* WITHIN CITY OF NORTHGLENN LIMITS
- ROUTINE AND CAPITAL MAINTENANCE BY RTD
- ROUTINE MAINTENANCE (MOWING ONLY) BY CITY OF NORTHGLENN (CON)
- RTDC ROW
- CITY OF NORTHGLENN LIMITS



RFC
T. White
03-039.08.02, Area H
Rev 01
09/15/2016

USER: chaagerty 8/23/2016 11:39:02 AM NM-D-DG-051-DrainagePnP

DESIGNED BY: CRH	DATE: 05/13/2015	CHECKED BY: LML	DATE: 11/12/2015	HORZ. SCALE: 1"=100'
DRAWN BY: AJF	DATE: 05/13/2015	APPROVED BY: TR	DATE: 11/13/2015	VERT. SCALE: 1"=20'
O&M AGREEMENT, EXHIBIT D - DRAINAGE		SG	02/08/2023	
NMC-DCN-000026; REALIGN DRAINAGE DITCH CH-H-28		JSG	07/25/2016	
ISSUED FOR CONSTRUCTION		JSG	11/16/2015	
NO.	REVISIONS	BY	DATE	



2000 SOUTH COLORADO BOULEVARD
SUITE 2-300
DENVER, COLORADO 80222
(303) 756-4058



NORTH METRO RAIL LINE
DRAINAGE AND GRADING/TRACK
PLAN AND PROFILE
STA 822+00 TO STA 836+00

EXHIBIT D - DRAINAGE MAINTENANCE
PAGE 10 OF 10
DWG No. DG-051

Exhibit E
Trail Maintenance

INTENTIONALLY
LEFT BLANK

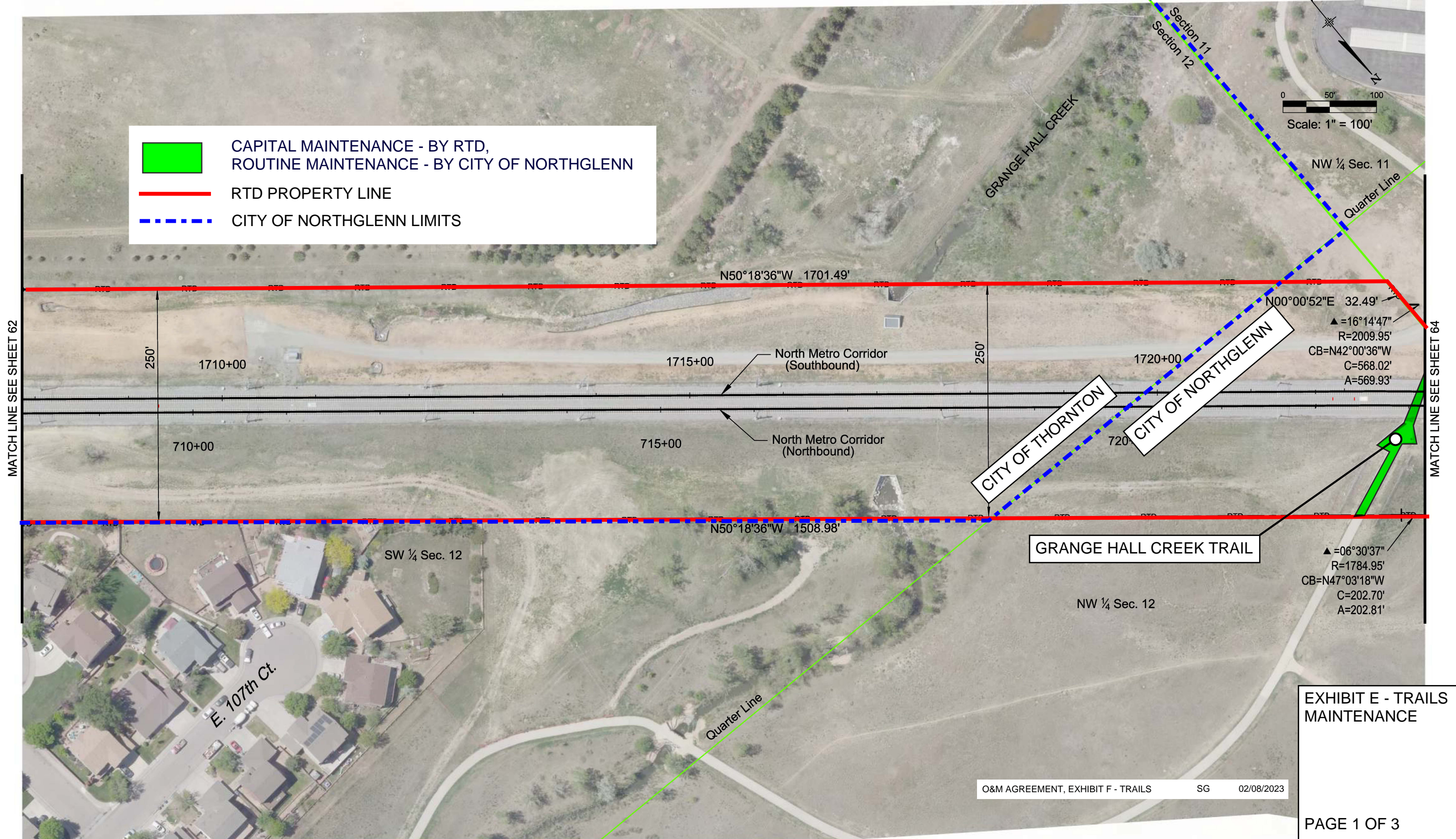
Sheet Revisions		
Date	Description	Initials

Legend	
North Metro Line Site Limits: — RTD — — —	
AERIAL PHOTO SPRING, 2020	

JACOBS
9191 S. Jamaica Street
Englewood, Colorado 80112
Phone: 303-820-5240
Fax: 303-820-4842

EXHIBIT E - North Metro Line Site				
Aerial Plan Sheets				
Project Location: RTD Fastracks North Metro Rail Line				
Thornton Crossroads at 104th and Northglenn at 112th				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	10-05-20		63	72

W ¼ Section 12, Township 2 South, Range 68 West, 6th P.M.



MATCH LINE SEE SHEET 62

MATCH LINE SEE SHEET 64

O&M AGREEMENT, EXHIBIT F - TRAILS SG 02/08/2023

**EXHIBIT E - TRAILS
MAINTENANCE**

PAGE 1 OF 3

11/16/2020 5:32:06 PM K:\072120_Fastracks\NORTH METRO\dgn\Exhibit\NORTH METRO-Line Site Aerial-08\MNML-S-NIM-VR-PL061PLN.dgn

Sheet Revisions		
Date	Description	Initials

Legend	
North Metro Line Site Limits: - - - - -	RTD
AERIAL PHOTO SPRING, 2020	

JACOBS
9191 S. Jamaica Street
Englewood, Colorado 80112
Phone: 303-820-5240
Fax: 303-820-4842

EXHIBIT E - North Metro Line Site				
Aerial Plan Sheets				
Project Location: RTD Fastracks North Metro Rail Line				
Thornton Crossroads at 104th and Northglenn at 112th				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	10-05-20		64	72

NE 1/4 Section 11, Township 2 South, Range 68 West, 6th P.M.



CAPITAL MAINTENANCE - BY RTD,
ROUTINE MAINTENANCE - BY CITY OF NORTHGLENN

RTD PROPERTY LINE

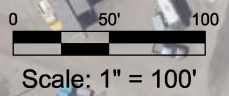


EXHIBIT E - TRAILS
MAINTENANCE

11/16/2020 5:32:49 PM K:\072120_Fastracks\NORTH METRO\dgn\Exhibit\NORTH METRO-Line Site Aerial-C&M\NMLS-NIM-VR-PL062PLN.dgn

Sheet Revisions		
Date	Description	Initials

Legend	
North Metro Line Site Limits: — RTD — — —	
AERIAL PHOTO SPRING, 2020	

JACOBS™
9191 S. Jamaica Street
Englewood, Colorado 80112
Phone: 303-820-5240
Fax: 303-820-4842

Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	10-05-20		66	72

SE ¼ Section 2, Township 2 South, Range 68 West, 6th P.M.



ROUTINE AND CAPITAL MAINTENANCE BY CITY OF NORTHGLENN, INCLUDING LIGHTING, SIGNAGE AND PAVEMENT MARKINGS

RTD PROPERTY LINE

CITY OF NORTHGLENN LIMITS

DOUBLE-SIDED SIGN - MAINTENANCE BY CITY OF NORTHGLENN

EXHIBIT E - TRAILS MAINTENANCE

11/16/2020 5:34:14 PM K:\072120_Fastracks\NORTH METRO\dgn\Exhibit\NORTH METRO-Line Site Aerial-C&M\ML-S-NM-VR-PL064PLN.dgn

INTENTIONALLY
LEFT BLANK

Exhibit F
Form of Annual Access Agreement

INTENTIONALLY
LEFT BLANK

EXHIBIT F

ANNUAL ACCESS AGREEMENT

THIS ANNUAL ACCESS AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado ("**RTD**"), and CITY OF NORTHGLENN, Colorado, a Colorado home rule municipality ("**City**" or "**Licensee**"). The City and RTD may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RTD owns and operates the North Metro Corridor rail line known as the N Line for mass transit purposes; provided, however, the terms, conditions and requirements of this Agreement pertain only to the portion of the N Line opened for service on September 21, 2020 along the RTDC Right of Way, further defined below and referred to as the Licensed Area in Article 1.
- B. The City and RTD entered into an intergovernmental agreement dated March 10th, 2014 and amended October 20, 2020 ("**Local Agency Contribution IGA**" or "**LAC IGA**"), for RTD to construct, own, and operate a portion of the N Line on RTD-owned or RTD-controlled property that passes through the City limits (the "**RTD Property**").
- C. The City and RTD entered into an Operations and Maintenance Intergovernmental Agreement dated _____, 2023 ("**O&M IGA**") with respect to the operation and maintenance of the N Line and related improvements.
- D. Any terms used but not defined herein shall have the definitions set forth in the O&M IGA.

In consideration of the mutual promises contained in this Agreement and its Recitals as incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1. LICENSE

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the City to conduct certain Routine Maintenance within the area shown as the RTDC Premises in Exhibit A to the O&M IGA ("**Licensed Area**"). Such Routine Maintenance is expected to include the following:
 - 1. Maintenance of traffic signs, pavement markings, streetlights, and traffic signal maintenance and operations;
 - 2. Street maintenance, including but not limited to (i) pothole repairs; (ii) pavement maintenance: resurfacing (mill and pave/mill and patch), slurry seals, and crack seals; and (iii) concrete maintenance: curb and gutter, sidewalks;
 - 3. Storm water operations maintenance, including but not limited to inlets, grates, pipes, culverts, ditches, erosion control, and annual inspection of detention facility and all components of such facility at the Northglenn at 112th Station;

4. Water operations maintenance, including but not limited to valves, meters, and water distribution system;
 5. Sanitary sewer operations maintenance, including but not limited to manholes and sanitary system maintenance and operations;
 6. Parks and Open Space maintenance, including but not limited to trails and pedestrian tunnels; landscaping and street-scaping and by mutual agreement of the parties, may, on an as need-to-basis, arrange for prairie dog mitigation;
 7. Graffiti removal; and
 8. Snow removal, including the clearing of sidewalks, trails, and streets, but only in those areas licensed for public access. Such snow removal in public access areas does not require either a BGAP or Track Allocation permit issued by RTD. Safe snow removal operations will be reviewed at the annual meetings.
- B. RTD shall retain all rights in and usage of the Licensed Area. The License is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Licensee's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- C. Licensee shall require its agents, employees, contractors, and subcontractors (collectively, "**Licensee's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for one year or until otherwise terminated by either party pursuant to the provisions of Article 3 or terminated by court order, whichever is earlier. The Parties may revise the language of this Agreement from time to time by mutual agreement without amending the O&M IGA.

ARTICLE 3. TERMINATION AND DEFAULT

- A. In the event of Licensee's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Licensee's receipt of RTD's written termination notice.
- B. In the event of Licensee's violation of any of the terms of this Agreement, Licensee shall correct such violation immediately upon receipt of written notice from RTD ("**Default Notice**") at no cost to RTD. If the violation is not cured to the satisfaction of RTD within 30 days after receipt of the Default Notice,

or such longer period as RTD may permit in writing, RTD may elect to correct or eliminate the violation at Licensee's expense, without prejudice to RTD's right to terminate this Agreement.

- C. Licensee's obligation to restore the RTD Property and Licensed Area to the condition in which they existed as of the Effective Date, or to reimburse RTD for such restoration, shall survive any termination of this Agreement.
- D. Licensee shall reimburse RTD under this Article within 30 days of Licensee's receipt of a written invoice and supporting documentation.

ARTICLE 4. WORK AND COORDINATION WITH RTD

- A. Licensee shall coordinate all work with RTD's N Line Liaison ("**RTD Liaison**") at (303) 299-2897 or by email at michael.millage@rtd-denver.com. Licensee's Agent shall notify the RTD Liaison at least 30 days prior to construction to discuss the planned work and potential impacts to N Line operations, the required construction submittals to be completed, safety training, safety measures to be in place for the work, and the work orders required to document RTD-incurred costs. Licensee's Agent shall also coordinate a Pre-Construction Meeting with RTD if requested by RTD.
- B. Licensee will ensure that each of Licensee's Agents requiring access to and entry upon the Licensed Area to perform work under this Agreement, with the exception of individual Licensee employees, obtains a fully executed current form of RTD's Contractor's Right of Entry Agreement similar to the form attached to this Agreement as **Exhibit A ("Contractor ROE")**. Licensee shall submit any request for a Contractor ROE to the Manager of Real Property at the address provided in this Agreement or by email to RealProperty@RTD-Denver.com. Licensee's Agent shall sign the Contractor ROE and submit it, or have Licensee submit it, with all required supporting documentation to RTD not less than 14 days in advance of the entry of the respective Licensee's Agent upon the Licensed Area.

ARTICLE 5. ACCESS

- A. Licensee shall conduct any work under this Agreement in accordance with the O&M IGA.
- B. During any work under this Agreement, Licensee agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Licensee shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Licensee does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Licensee's sole expense; Licensee shall reimburse RTD within 30 days of Licensee's receipt of a written invoice and supporting documentation. Licensee's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- C. For access to perform work on the RTD Property that is not subject to the provisions of Paragraph D, below, Licensee shall obtain a Buildings and Grounds Access Permit ("BGAP") from RTD Facilities Maintenance by submitting the permit form, which can be found at <https://www.rtd-denver.com/business-center/construction-engineering/right-of-way-agreements-and-permits>, to bgapermits@rtd-denver.com whenever Licensee, Licensee's Agents, or their equipment will be present on the Licensed Area. Licensee must initiate its request for a BGAP at least five business days

before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.

- D. Following coordination with the RTD Liaison, as described in Article 4, and determination of Licensee's schedule, Licensee shall, and shall require Licensee's Agents to, submit and obtain an approved RTD Third Party ROW Access Permit ("**Access Permit**") and an RTD Track Allocation Request Form ("**Track Allocation**") via CRT-TrackAllocation@rtd-denver.com, following the procedures provided by the RTD Liaison. The Access Permit and Track Allocation will be in effect whenever Licensee or its equipment will be present inside the Licensed Area and (1) near or inside a restricted, fenced area or (2) within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
1. Licensee must initiate a request for an Access Permit and Track Allocation no fewer than 14 business days prior to the date of the proposed access.
 2. Licensee's Agents may be required to attend a Track Allocation coordination meeting at a time and date to be established by RTD, if deemed necessary by RTD.
 3. Licensee's Agents seeking access under the Access Permit shall complete applicable safety training pursuant to 49 CFR 214, which RTD shall provide at Licensee's cost, or provide proof of current training, prior to the RTD coordination meeting.
 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 5. If an Access Permit is granted, RTD shall provide any flagger/Roadway Worker in Charge necessary to protect RTD rail service, patrons, and employees at Licensee's cost to protect and expedite train movement whenever the Access Permit requires it.
- E. The N Line is regulated by the Federal Railroad Administration. All workers in the Licensed Area must adhere to 49 CFR 214 (Railroad Workplace Safety). Whenever an Access Permit is active, Licensee shall ensure that Licensee's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have qualified, RTD-safety trained personnel on the Licensed Area for the work, if deemed necessary by the RTD commuter rail safety department.
 4. Follow an approved work plan and schedule. Licensee shall notify the RTD Liaison of any changes to the work plan and schedule.
 5. Wear appropriate Personal Protective Equipment ("**PPE**") including an orange retro-reflective striping safety vest that meets ANSI Class II or III reflective standards, hard hats, safety glasses, and work boots at all times while working on the Licensed Area. In addition to the aforementioned PPE, other protective safety gear may be required for specific work activities as deemed necessary by the RTD commuter rail safety department.

6. For any project or work activity, Licensee's Agent in charge must notify RTD OCC N Line Dispatch at (303) 299-2794 prior to Licensee's entrance into the Licensed Area, and when clear of, the Licensed Area.
 7. Keep all active tracks completely usable at all hours, unless Licensee has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
 8. Licensee shall not enter the RTDC Guideway at any time unless proper authority and protection is provided by qualified, RTD-safety trained personnel. Fouling a track is defined as the location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or in any case is within four feet of the field side of the near running rail. Work that is outside the RTDC Guideway may be performed by Licensee's and/or Licensee's Agents' trained Roadway Worker personnel with advance notice to RTDC as identified in paragraph D.1, above.
 9. Should Licensee become aware that an individual or any item of equipment is fouling a track, Licensee shall immediately stop work and notify RTD OCC N Line Dispatch at (303) 299-2794 to report the incident and violation.
- F. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Licensee's cost when deemed necessary for the work being completed and equipment being used. Licensee shall be responsible for all costs associated with de-energization and shall remit payment to RTD upon receipt of a written invoice and supporting documentation. Licensee understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours, except in the case of an emergency.
- G. **In case of emergency** within the Licensed Area, Licensee shall immediately notify RTD OCC N Line Dispatch of the emergency at (303) 299-2794 to immediately address the emergency. If reasonably practicable, Licensee shall avoid remedial operations that would delay or obstruct RTD rail operations. If Licensee cannot avoid such remedial operations, Licensee shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Licensee shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Reimbursement for any expenses incurred by either Party shall be in accordance with Article 4.10.3 of the O&M IGA.
- H. RTD reserves the right to have its personnel present during any work under this Agreement.
- I. Licensee shall be responsible for safety related to all aspects of its work under this Agreement. Licensee shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Licensee's Agents are notified of, understand, and abide by them at all times. Licensee shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- J. Licensee shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.

- K. At any reasonable time, RTD may inspect a work site and appropriate records regarding Licensee's safety procedures, quality programs, and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Licensee of its responsibility for compliance with, and for monitoring compliance by Licensee and its subcontractors with, the safety requirements of this Agreement.
- L. Licensee shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Licensee shall take all appropriate measures to abate the imminent hazard.
- M. Licensee shall ensure that Licensee's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- N. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Licensee's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Licensee that the suspension is lifted. Licensee acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Licensee will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 6. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Licensee shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Licensee will perform such digging or boring. If there is such a telecommunications facility or other utility, Licensee will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 7. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD:	Regional Transportation District Attn: Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202 (303) 299-2440 Email: realproperty@rtd-denver.com
------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

With a copy to:	Assistant General Manager, Rail Operations
-----------------	--------------------------------------------

Regional Transportation District
711 W. 31st Ave., Suite 30 (MC 711-30)
Denver, CO 80202
Email: Dave.Jensen@rtd-denver.com

With a copy to: Office of General Counsel
Regional Transportation District
1660 Blake St., BLK-23
Denver, CO 80202

If to Licensee: City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
Email: hgeyer@northglenn.org

With a copy to: Hoffmann, Parker, Wilson & Carberry, P.C.
Corey Y. Hoffmann
511 16th Street, Suite 610
Denver, CO 80202
Email: cyh@hpwclaw.com

With a copy to: Director of Public Works
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
Email: kkisselman@northglenn.org

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 8. LIABILITY

- A. Licensee shall be responsible for any damage to any property, including the Licensed Area, the RTD Property or other RTD property, Licensee's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Licensee or Licensee's Agents. Licensee shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Licensee shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Licensee shall, to the extent permitted by law hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by Licensee's use of the Licensed Area and RTD Property under this Agreement. Licensee shall further require Licensee's Agents to indemnify, defend and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands,

expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by Licensee's Agent's use of the Licensed Area and RTD Property under this Agreement. In the event of any claims made or suits filed, each Party shall give the other prompt written notice, and either Party shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to the other Party's obligations under this Agreement.

- C. Nothing in this Agreement shall be deemed to waive any of Licensee's or RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 9. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Licensee or Licensee's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Licensee, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Licensee specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Licensee or Licensee's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 10. INSURANCE

- A. Licensee is a self-insured governmental entity that agrees to maintain the coverages set forth below. Licensee may comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policy(ies) by notifying RTD of Licensee's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed in this Agreement shall apply except that Licensee shall not be required to provide the endorsements set forth below in this Article. If requested by RTD at any time, Licensee shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD. In addition, Licensee shall require that Licensee's Agents, with the exception of individual Licensee employees, procure and maintain the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance. Furthermore, Licensee is not required to maintain Railroad Protective Liability Insurance or Contractors' Pollution Liability Insurance if Licensee's Agent provides those policies. Notwithstanding the Railroad Protective Liability Insurance requirements of Section 5, below, if the work does not require the amount of insurance as set forth in Section 5, Licensee may request RTD to consider approving a lesser amount of insurance for that work.
 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury,

property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.

2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Licensee as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Licensee. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Licensee's Agents, shall also cover Licensee's Agents' employees.
 5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate, except that this insurance shall not be required if the "Contractual Liability - Railroads" endorsement (ISO CG 24 17) is provided as described below for each required insurance certificate. The coverage obtained under this policy shall only be effective when Licensee or Licensee's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
 6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Licensee agrees to furnish RTD with a certificate of the required insurance for each of Licensee's and Licensee's Agents' policy(ies). Licensee shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.
- C. Each insurance certificate required above shall have the following endorsements attached:

1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Licensee and Licensee's Agents;
 3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Licensee and Licensee's Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Licensee under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Licensee's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

ARTICLE 11. HAZARDOUS MATERIALS

Licensee and Licensee's Agents shall not use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any Hazardous Materials at, on, under, in, or about the Licensed Area or RTD Property in violation of applicable law. "**Hazardous Materials**" shall mean any and all substances, chemicals, wastes, or other materials now or from time to time defined or characterized as hazardous substances or hazardous wastes pursuant to laws or regulations of any government authority having jurisdiction over the RTD Property, the State of Colorado, or the United States, or otherwise posing a present or potential risk to human health, welfare, or the environment.

ARTICLE 12. SAMPLES AND REMOVAL

As between Licensee and RTD, Licensee shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Licensee and RTD, Licensee is the sole generator (as the term “generator” is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Licensee or Licensee’s Agents or generated as a result of sampling and/or testing undertaken by Licensee or Licensee’s Agents.

ARTICLE 13. GENERAL

- A. Assignment. Licensee may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Licensee from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Licensee expressly submits itself to such jurisdiction.
- E. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- F. No Agency. It is expressly understood and agreed that RTD and Licensee do not intend to be and shall not in any respect be deemed agents of each other.
- G. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- H. Liens. Licensee shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Licensee shall promptly cause any such lien, claim, or charge to be removed. If any mechanic’s lien, claim, or other charge is filed against the RTD Property, Licensee shall discharge the same of record.

by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.

- I. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- J. Legal Authority. Licensee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Licensee to its terms. The person(s) executing this Agreement on behalf of Licensee warrant(s) that such person(s) have full authorization to execute this Agreement.
- K. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- L. Breach. Any failure of Licensee to fulfill any of Licensee's obligations under this Agreement shall constitute a breach of this Agreement and may subject Licensee to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- M. Applicable Laws; Violation. Licensee shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Licensee violates applicable ordinances or laws, Licensee shall cease and desist from continuing such use upon demand by RTD.
- N. Additional Uses. Licensee understands and agrees that the RTD Property may be used by the public or otherwise, and Licensee shall conduct its work so as not to unreasonably interfere with such other uses.
- O. RTD Equipment. Licensee shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- P. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- Q. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page(s) to Follow

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Henry J. Stopplecamp, P.E.
AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
Aimée Beckwith
Senior Associate General Counsel

Date: _____

CITY OF NORTHGLENN

By: _____
Name: Meredith Leighty
Title: Mayor

ATTEST:

By: _____
Name: Johanna Small, CMC
Title: City Clerk

Approved as to legal form:
By: _____
Name: Corey Y. Hoffmann
Title: City Attorney

EXHIBIT A
CONTRACTOR’S RIGHT OF ENTRY AGREEMENT

This CONTRACTOR’S RIGHT OF ENTRY AGREEMENT (“**Agreement**”) is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake Street, Denver, Colorado 80202 (“**RTD**”), and _____ whose address is _____ (“**Contractor**”).

RECITALS

- A. RTD owns and operates the North Metro Corridor rail line known as the N Line for mass transit purposes. The City of Northglenn (“City” or “Licensee”) and RTD entered into an intergovernmental agreement dated March 10th, 2014 and amended October 20, 2020 for RTD to construct, own, and operate a portion of the N Line on RTD-owned or RTD-controlled property that passes through the City limits (the “RTD Property”).
- B. The City and RTD entered into an Operations and Maintenance Intergovernmental Agreement dated _____, 2023 (“O&M IGA”) with respect to the operation and maintenance of the N Line and related improvements.
- C. RTD and the City are parties to an Annual Access Agreement dated _____ (“**License**”), whereby RTD granted a non-exclusive license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purpose(s) of conducting Routine Maintenance described in the License. The License is incorporated into this Agreement by reference.
- D. Licensee has contracted with Contractor and requested RTD to permit Contractor to perform Routine Maintenance pursuant to the License.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the License, the parties agree as follows:

ARTICLE 1. RIGHT OF ENTRY

- E. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the area shown on the attached **Exhibit A (“Licensed Area”)**.
- F. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor’s use of the Licensed Area shall not interfere with RTD’s use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD’s tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- G. Contractor shall require its agents, employees, and subcontractors (collectively, “**Contractor’s Agents**”) performing work pursuant to this Agreement to comply with each of the terms and

conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.

- H. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- I. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for [XX] days, until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

ARTICLE 3. WORK AND COORDINATION WITH RTD

- C. Contractor shall perform the work in accordance with **Exhibit A**, with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- D. Contractor shall coordinate all work with RTD's N Line Liaison ("**RTD Liaison**") at (303) 299-2897 or by email at michael.millage@rtd-denver.com. Contractor's Agent shall notify the RTD Liaison at least 14 business days prior to construction to discuss the planned work and potential impacts to N Line operations, the required construction submittals to be completed, safety training, safety measures to be in place for the work, and the work orders required to document RTD-incurred costs. Contractor's Agent shall also coordinate a Pre-Construction Meeting with RTD if requested by RTD.
- E. Contractor shall coordinate all work with RTD's Utility Engineering/Construction Team at <http://www.rtd-denver.com/UtilityConstruction.shtml> or (303) 299-2811. Contractor's Agent shall notify RTD's Utility Engineering/Construction Team a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

ARTICLE 4. ACCESS

- O. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- P. Following coordination with the RTD Liaison, as described in Article 3, and determination of Contractor's schedule, Contractor shall, and shall require Contractor's Agents to, submit and obtain an approved RTD Third Party ROW Access Permit ("**Access Permit**") and an RTD Track Allocation Request Form ("**Track Allocation**") via CRT-TrackAllocation@rtd-denver.com, following the procedures provided by the RTD Liaison. The Access Permit and Track Allocation will be in effect

whenever Contractor or its equipment will be present inside the Licensed Area and (1) near or inside a restricted, fenced area or (2) within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("OCS").

1. Contractor must initiate a request for an Access Permit and Track Allocation no fewer than 21 business days prior to the date of the proposed access.
 2. Contractor's Agents may be required to attend a Track Allocation coordination meeting at a time and date to be established by RTD, if deemed necessary by RTD.
 3. Contractor's Agents seeking access under the Access Permit shall complete applicable safety training pursuant to 49 CFR 214, which RTD shall provide at Contractor's cost, or provide proof of current training, prior to the RTD coordination meeting.
 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 5. If an Access Permit is granted, RTD shall provide any flagger/Roadway Worker in Charge necessary to protect RTD rail service, patrons and employees at Contractor's cost to protect and expedite train movement whenever the Access Permit requires it.
- Q. The N Line is regulated by the Federal Railroad Administration. All workers in the Licensed Area must adhere to 49 CFR 214 (Railroad Workplace Safety). Whenever an Access Permit is active, Contractor shall ensure that Contractor's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have qualified, RTD-safety trained personnel on the Licensed Area for the work, if deemed necessary by the RTD commuter rail safety department.
 4. Follow an approved work plan and schedule. Contractor shall notify the RTD Liaison of any changes to the work plan and schedule.
 5. Wear appropriate Personal Protective Equipment ("PPE") including an orange retro-reflective striping safety vest that meets ANSI Class II or III reflective standards, hard hats, safety glasses, and work boots at all times while working on the Licensed Area. In addition to the aforementioned PPE, other protective safety gear may be required for specific work activities as deemed necessary by the RTD commuter rail safety department.
 6. For any project or work activity, Contractor's Agent in charge must notify RTD OCC N Line Dispatch at (303) 299-2794 prior to Contractor's entrance into the Licensed Area, and when clear of, the Licensed Area.
 7. Keep all active tracks completely usable at all hours, unless Contractor has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
 8. Contractor shall not foul the tracks at any time unless proper authority and protection is provided by qualified, RTD-safety trained personnel. Fouling a track is defined as the location of an individual or equipment in such proximity to a track that the individual or equipment could be

- struck by a moving train or on-track equipment, or in any case is within four feet of the field side of the near running rail.
9. Should Contractor become aware that an individual or any item of equipment is fouling a track, Contractor shall immediately stop work and notify RTD OCC N Line Dispatch at (303) 299-2794 to report the incident and violation.
- R. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Contractor's cost when deemed necessary for the work being completed and equipment being used. Contractor shall be responsible for all costs associated with de-energization and shall remit payment to RTD upon receipt of a written invoice and supporting documentation. Contractor understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours, except in the case of an emergency.
- S. **In case of emergency** within the Licensed Area, Contractor shall immediately notify RTD OCC N Line Dispatch of the emergency at (303) 299-2794 to immediately address the emergency. If reasonably practicable, Contractor shall avoid remedial operations that would delay or obstruct RTD rail operations. If Contractor cannot avoid such remedial operations, Contractor shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Contractor shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Contractor shall be responsible for any costs incurred by RTD in connection with any emergency in accordance with the process set forth in this Agreement.
- T. RTD reserves the right to have its personnel present during any work under this Agreement.
- U. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- V. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- W. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures, quality programs, and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- X. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- Y. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 7. LIABILITY

- E. Contractor shall be responsible for any damage to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- F. Contractor shall, and shall require Contractor's Agents to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement. In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- G. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- H. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 8. NO WARRANTY

- D. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.
- E. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- F. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 9. INSURANCE

- H. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury,

property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.

2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
 5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
 6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- I. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Manager of Real Property as provided in this Agreement.
 - J. Each insurance certificate required above shall have the following endorsements attached:
 6. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 7. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;

8. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 9. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 10. Waiver of subrogation in favor of and acceptable to RTD.
- K. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
 - L. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - M. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.
 - N. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
 - O. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor's Agent to be a named insured under Contractor's policies.

ARTICLE 10. HAZARDOUS MATERIALS

Contractor and Contractor's Agents shall not use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any Hazardous Materials at, on, under, in, or about the Licensed Area or RTD Property in violation of applicable law. "**Hazardous Materials**" shall mean any and all substances, chemicals, wastes, or other materials now or from time to time defined or characterized as hazardous substances or hazardous wastes pursuant to laws or regulations of any government authority having jurisdiction over the RTD Property, the State of Colorado, or the United States, or otherwise posing a present or potential risk to human health, welfare, or the environment.

ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and

applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term “generator” is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Contractor or Contractor’s Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor’s Agents.

ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.
- E. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- F. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- G. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- H. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic’s lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- I. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party’s right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

- J. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- K. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- L. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- M. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.
- N. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- O. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- P. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- Q. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page(s) to Follow

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Henry J. Stoppolecamp, P.E.
AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
[Attorney Name]
[Associate] General Counsel

Date: _____

CONTRACTOR
[INSERT CONTRACTOR NAME]

By: _____
Name: _____
Title: _____
Date: _____

INTENTIONALLY
LEFT BLANK

EXHIBIT A
Licensed Area

INTENTIONALLY
LEFT BLANK

**Exhibit G
Form of Annual Coordination Agenda**

**Commuter Rail Division
City of Northglenn Annual Meeting
Date/Time**

Headcount:	
CPR:	
AED:	
911:	
First Aid	
Address:	
Health Issues:	
Exits:	
Assembly Point:	
Weather/Other Concerns:	
Nearest Hospital	

1. Safety Moment –
2. Agenda
 - RWP Training
 - Annual Right of Entry updates
 - Insurance
 - Review of Maintenance Areas
 - Interconnect Testing Data
 - a. Faults
 - b. Repairs
 - Schedule Interconnect Observations

3. Action Items

No.	Action	Date	Status	Responsible
1				
2				
3				
4				

Attendance: