


**PUBLIC WORKS DEPARTMENT
MEMORANDUM 2015-39**

DATE: September 28, 2015

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David Willett, Acting City Manager 
Brook Svoboda, Director of Planning and Development

SUBJECT: **Council Resolution No. 115**
Relocation of City Utilities in RTD Right-of-Way

BACKGROUND

On February 24, 2014, the City entered into a Utility Relocation Agreement with Regional Transportation District (RTD) associated with the FasTracks project, the North Metro Rail Line (**Attachment 1**). The agreement defines when RTD and the City are responsible for relocation costs of utilities (Section 7, Part b, i-iv). The agreement makes reference that the City shall be responsible for relocation costs when City utilities are located in the RTD ROW (right-of-way) that are subject to Operating Rights Agreement (ORA). The ORA is an agreement(s) the City entered into with Union Pacific Railroad (circa 1996) wherein the obligation for cost to relocate municipal utilities in the ROW are borne by municipality. Attached hereto as **Attachment 2**, are the Railroad Utility Agreements (3), which are what is described as the Operating Rights Agreement in Attachment 1.

The RTD and Public Works Staff have identified four (4) locations that are subject to this provision totaling \$354,283.00. Attached hereto as **Attachment 3** are the four work orders for the four locations. Staff is proposing to cover these cost through the Distribution and Collection, Property Services accounts – Water/Wastewater Fund.

Work Order #	Funding Source	Amount
NM-76-02-W	50-65-260-61400	\$53,096.00
NM-76-02-SS	52-65-260-61400	\$45,416.00
NM-76-01-W	50-65-260-61400	\$118,021.00
NM-70-01-SS	52-65-260-61400	\$137,750.00
	Total	\$354,283.00

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would allow the City Manager to issue a Purchase Order to **Regional Transportation District (RTD)** in the amount of **(\$354,283)**.

Staff recommends approval of this Resolution.

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or 303.450.8937

ATTACHMENTS

- o ATTACHMENT 1 Utility Relocation Agreement
- o ATTACHMENT 2 Railroad Utility Agreements
- o ATTACHMENT 3 Utility Relocate Work Order Requests

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-115
Series of 2015

Series of 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE REGIONAL TRANSPORTATION DISTRICT (RTD) IN AN AMOUNT NOT TO EXCEED \$354,283 FOR THE RELOCATION OF CITY UTILITIES IN RTD RIGHT-OF-WAY

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

Section 1. The City Manager is hereby authorized to issue a Purchase Order to the Regional Transportation District (RTD) in an amount not to exceed \$354,283.00 for the relocation of City utilities in RTD right-of-way at four locations as described on Work Order No. NM-76-02-W, NM-76-02-SS, NM-76-01-W, and NM-70-01-SS in association with the FasTracks North Metro Rail Line Project.

DATED at Northglenn, Colorado, this ____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ATTACHMENT 1

RTD FASTRACKS UTILITY RELOCATION AGREEMENT FOR THE NORTH METRO RAIL LINE

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

RECITALS

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

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

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

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

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

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

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

NOW THEREFORE, the Parties hereto agree as follows:

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E Form of Invoice

Exhibit F Buy America Certification

3) SCOPE OF AGREEMENT.

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

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

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

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

4) FEDERAL/STATE/LOCAL REQUIREMENTS.

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

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

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

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

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

5) COORDINATION AND COOPERATION

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

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

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

6) IDENTIFICATION OF UTILITIES.

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

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

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

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

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

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

7) COST OF RELOCATION.

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

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

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

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

d) Environmental Work.

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

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

e) Credits

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

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

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

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

8) REAL PROPERTY INTERESTS.

a) Utilities Located By Operating Rights Agreement

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

b) Permission to Perform Utility Work

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

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

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

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

c) Property Acquisition and Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11) BETTERMENT.

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

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

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

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

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

13) CONSTRUCTION OF RELOCATION; INSPECTIONS.

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

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

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

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

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

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

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

15) OWNERSHIP, OPERATION, AND MAINTENANCE OF UTILITIES.

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

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

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

16) REIMBURSEMENT.

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

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

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

17) DEADLINES AND DELAYS.

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

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

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

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

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

18)NOTICES; REPRESENTATIVES AND AUTHORITY.

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

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

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

FOR RTD:

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

FOR OWNER:

Greg Yanker
Project Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
gyanker@northglenn.org

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

19) DISPUTE RESOLUTION.

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

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

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

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

21) INSURANCE.

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

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

b) By Owner.

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

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

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

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

22) INDEMNIFICATION.

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

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

23) TERMINATION FOR CONVENIENCE.

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

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

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

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

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

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

26). RETENTION OF RECORDS.

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

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

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

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

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

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

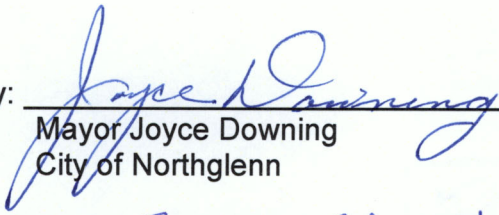
applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this URA and to be bound to its terms. The person(s) executing this URA on behalf of each Party warrant(s) that such person(s) have full authorization to execute this URA.

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

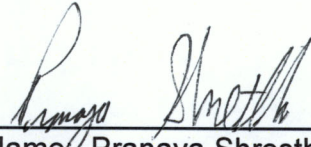
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

FOR OWNER:

By: 
Mayor Joyce Downing
City of Northglenn
Date: February 24, 2014

FOR THE REGIONAL TRANSPORTATION DISTRICT:

By: 
Name: Pranaya Shrestha
Title: Senior Manager, Program Management
Date: 3/11/2014

Approved as to legal form for Owner:

By: 
Corey Y. Hoffmann
City Attorney

Approved as to legal form for RTD:

By: 
Associate General Counsel

EXHIBIT A

UTILITY NO-CONFLICT CLOSEOUT FORM

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

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

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

FOR OWNER

By: _____
Name:
Title:

Date: _____

FOR RTD PROJECT CONTRACTOR

By: _____
Name:
Title:

Date: _____

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

_____ (attach pages as necessary)

EXHIBIT B
FORM OF UTILITY WORK ORDER

Owner: FasTracks Project

URA No.: _____ Utility Identification No.: _____

Work Order No.: _____ Work Order Revision No.: _____

Work Breakdown Structure No.: _____

LOCATION:

DESCRIPTION:

OPERATING RIGHTS:

DESIGN No Design Required

Performing Party RTD Owner:

Responsible Party RTD Owner:

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

CONSTRUCTION No Construction Required

Performing Party RTD Owner:

Responsible Party RTD Owner:

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

CONSTRUCTION INSPECTION No Construction Inspection Required

Performing Party RTD Owner:

Responsible Party RTD Owner:

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

PROPERTY ACQUISITION No Property Acquisition Required

Performing Party RTD Owner:

Responsible Party RTD Owner:

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

SCHEDULE (THIS WORK ORDER ONLY)

Design Start Date: _____ Completion Date: _____	Construction Start Date: _____ Completion Date: _____
Comments: 	

CHANGE ORDER

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

RTD Representative

Date

WORK ORDER TERMS AND CONDITIONS

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

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

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

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

Owner: _____

By: _____

Print Name: _____

Title: _____

Date: _____

RTD Project Contractor: _____

By: _____

Print Name: _____

Title: _____

Date: _____

RTD: Regional Transportation District _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B

FORM OF UTILITY WORK ORDER (cont.)

Utility Identification No.:

SECTION A

SCOPE

SECTION B

REQUIRED PERMITS

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

SECTION C

LIST OF ATTACHMENTS

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

FasTracks Project

EXHIBIT C

FORM OF DESIGN OF RELOCATION ACCEPTANCE LETTER

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

Owner: _____

FT Project: _____

Utility Identification No.: _____

Work Order No.: _____ Work Order Date: _____

Work Order Rev. No.: _____ Rev. Date: _____

Designing Party: _____

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

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

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

_____ (attach pages as necessary)

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

FasTracks URA

EXHIBIT D

FORM OF CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER

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

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

Owner: _____

FT Project: _____

Utility Identification No.: _____

Work Order No.: _____ Work Order Date: _____

WO Revision No.: _____ WO Revision Date: _____

Constructing Party: _____

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

FOR NON-CONSTRUCTING PARTY

By: _____

Name:

Title/Company:

Date: _____

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

(attach pages as necessary)

**EXHIBIT E
FORM OF INVOICE**

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

Please complete for either Lump Sum or Actual Cost

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

Reimbursement for replacement property acquisition costs shall be invoiced separately.

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

FOR OWNER

By: _____ Date _____
 Name: _____
 Title: _____

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

FOR RTD

By: _____ Date _____
 Name: _____
 Title: _____

EXHIBIT F

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS – FTA FUNDING

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

By: _____

Name of Contractor: _____

Name and Title of Signatory: _____

Date: _____

EXHIBIT F

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS – DOT FUNDING

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

By: _____

Name of Contractor: _____

Name and Title of Signatory: _____

Date: _____

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-25
Series of 2014

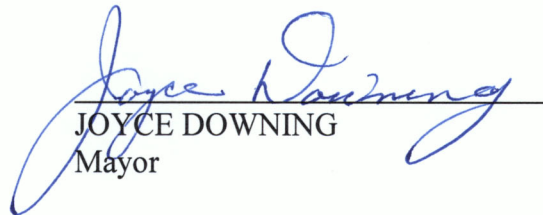
14-24
Series of 2014

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

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

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

DATED at Northglenn, Colorado, this 24th day of February, 2014.


JOYCE DOWNING
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

ATTACHMENT 2

Corridor: NM	Railroad Utility Agreement Cover Sheet			Railroad: UPRR
RR Agreement Audit Number: 182010	Current MP: MP 7.15	Year Executed: 1996	Year Last Revised:	Strong:

Utility Owner Current (Original): CITY OF NORTHGLENN	OH or UG: UG	Utility Type: W
Utility Conflict ID # (s): NM-76-2-W		
Start RTD STA: 748+00	End RTD STA: 749+00	RTD Plan Set Sheet #: CU-044
Street Location: E. 112TH AVENUE	Xing or Parallel: XING	

Carrier Pipe Size:	10"
Carrier Pipe Material:	DIP
Encasement Length:	66LF
Encasement Size:	22"
Encasement Material:	STEEL
Depth or Height:	5.5' B.B.R.
kV, psi, etc:	90 psi

Explain why Transferable or Not Transferable?	T? Not T? "T" YES
Explain why UO Pays or RTD Pays to Relocate Utility? SECTION 4. LICENSEE TO BEAR ENTIRE EXPENSE	\$\$\$UO? \$\$\$RTD? UO

Explain any Missing information?

Additional information in Agreement / Additional Comments on Relocation / Recommendations:

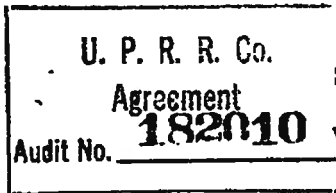
9999 01405005934

CCMS COVERSHEET

AUDIT NUMBER	182010
DATE OF AGREEMENT	
PARTY NAME	NORTHGLENN, CITY OF
TYPE OF AGREEMENT	408
LOCATION	NORTHGLENN CO
CIRC7 FROM	WF652
MILEPOST FROM	7.15
BOX NUMBER	1405 - 0059
BATCH NUMBER	3

AUDIT NBR :

FOLDER NBR: 69570



SEQUENCE NBR: 158841

VERSION NBR : 0

CUSTOMER NBR: 62606

OLD PARTY NAME: NORTHGLENN, CITY OF

OLD CITY : NORTHGLENN

OLD STATE: CO

NEW PARTY NAME:

NEW CITY :

NEW STATE:

AGRM DESCRIPTION: CROSSING - PIPE LINE

CONTRACT TYPE:

SUPPLEMENT DATE:

EFFECTIVE DATE OLD: 1996-01-08 NEW:

TERMINATION DATE OLD: 9999-99-99 NEW:

BILL AMOUNT OLD: \$2,884.00 NEW: \$0.00

BILL FREQUENCY OLD: VA NEW:

EXECUTION COMMENTS:

PIPELINE CROSSING AGREEMENT

CK. #8390 FOR 8651.00 COVERS THIS LICENSE AND TWO OTHERS.

RLW.

JAN 9 1996

182,010

CONTRACT COMMENTS:

PIPELINE CROSSING AGREEMENT, MILEPOST 7.15, BOULDER BRANCH, NORTHGLENN, ADAMS COUNTY, CO., COVERING AN UNDERGROUND 10-INCH WATER PIPELINE CROSSING.

LICENSEE PHONE NUMBER IS 303-450-8767.

JAN 9 1996

UNION PACIFIC RAILROAD COMPANY
CONTRACTS & REAL ESTATE DEPARTMENT

R.D. UHRICH
ASSISTANT VICE PRESIDENT

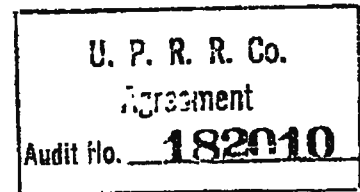


J. A. ANTHONY
DIRECTOR-CONTRACTS &
JOINT FACILITIES
D. D. BROWN
DIRECTOR-REAL ESTATE
J. L. HAWKINS
DIRECTOR-OPERATIONS SUPPORT
D. H. LIGHTWINE
DIRECTOR-REAL ESTATE
W. R. ULRICH
DIRECTOR-BUILDING SERVICES

ROOM 1100, 1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3753
FAX (402) 271-5493

January 8, 1996

Folder No. 695-70



MR R NEAL RENFROE
CITY OF NORTHGLENN
11701 COMMUNITY CENTER DR
NORTHGLENN CO 80233-1099

Dear Mr. Renfro:

Attached is your original copy of a Pipeline Crossing Agreement, fully executed on behalf of the Railroad Company.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should thoroughly review the terms and conditions of the documents and contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property. When you or your representative enter the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

All Insurance Certificates, if required by the agreements, should be forwarded to me:

Folder No. 695-70
Director - Contracts
Union Pacific Railroad Company
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179

In order to protect the Railroad Company's property as well as for safety reasons, it is imperative that you notify the Railroad Company's Manager of Track Maintenance and the Communications Department:

W. O. (Bill) Sheets
Manager Track Maintenance
201 East 17th Street
Cheyenne, Wyoming 82001
(307) 778-3282

Fiber Optics Hot Line
1-800-336-9193

a minimum of forty-eight (48) hours in advance of any construction on, along, or across the Railroad Company's right-of-way and/or tracks.

Additionally, and as required in the agreement, the casing and carrier pipe must be placed a minimum of 2-feet below existing fiber optic cables. Any excavation required within 5-feet of an existing fiber optic cable, must be hand dug.

Sincerely yours,

Original Signed

P. G. FARRELL

P. G. FARRELL

CONTRACT REPRESENTATIVE

(402) 271-3870



**PIPELINE CROSSING
AGREEMENT**

U. P. R. R. Co. Agreement Audit No. _____

Mile Post 7.15, Boulder Branch
Location: Northglenn, Adams County, Colorado

THIS AGREEMENT is made and entered into as of the 8th day of JANUARY, 1996, by and between **UNION PACIFIC RAILROAD COMPANY**, a Utah corporation (hereinafter the Licensor) and the **CITY OF NORTHGLENN**, a Colorado municipal corporation to be addressed at 11701 Community Center Drive, Northglenn, Colorado 80233 (hereinafter the Licensee).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - LICENSE FEE

Upon the execution of this Agreement, the Licensee shall pay to the Licensor a one-time license fee of **TWO THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$2,884.00)**.

ARTICLE 2 - LICENSOR GRANTS RIGHT

In consideration of the license fee to be paid by Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

an underground 10-inch water pipeline crossing

(hereinafter the Pipeline) in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 6, 1995 and marked Exhibit A.

ARTICLE 3 - CONSTRUCTION, MAINTENANCE AND OPERATION

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

ARTICLE 4 - IF WORK IS TO BE PERFORMED BY CONTRACTOR

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

ARTICLE 5 - INSURANCE

a). The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will

also provide to the Licensor a Certificate of Insurance issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

Union Pacific Railroad Company is named as an additional insured with respect to all liabilities arising out of the existence, use of any work performed on or associated with the underground 15-inch water pipeline crossing located on Railroad right of way at Mile Post 7.15 on the Boulder Branch, at or near Northglenn, Adams County, Colorado.

b). If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor.

c). All insurance correspondence shall be directed to:

Folder No: 695-70
Union Pacific Railroad Company
Contracts & Real Estate Department
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179-1100

ARTICLE 6 - TERM

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

ARTICLE 7 - SPECIAL PROVISIONS

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION-PACIFIC RAILROAD COMPANY

By: *Paul Hill*
CONTRACT REPRESENTATIVE

WITNESS:

CITY OF NORTHGLENN, COLORADO

Michael J. Berg

X *D. J. Parsons*
Title: *Mayor*

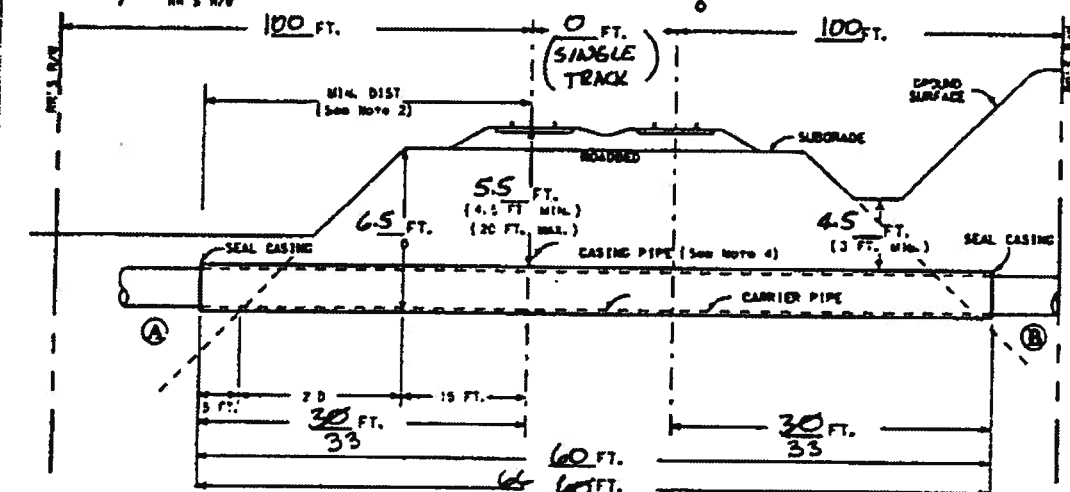
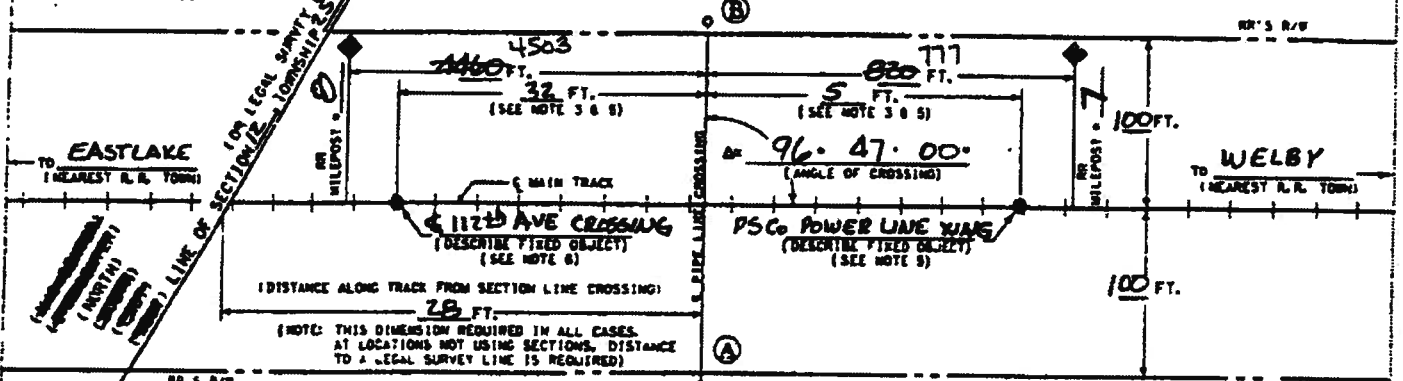
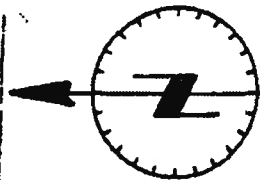
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B
REV. 10-1-93

APPLICATION FOR ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

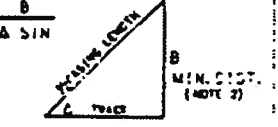
NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	1 1/4" 12" OR LESS
.3125"	5/16" OVER 12"-18"
.3750"	3/8" OVER 18"-22"
.4375"	7/16" OVER 22"-28"
.5000"	1/2" OVER 28"-34"
.5625"	9/16" OVER 34"-42"
.6250"	5/8" OVER 42"-48"

OVER 48" MUST BE APPROVED BY A. R. CO.
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM Q OF TRACK.
 2) CASING TO EXTEND BEYOND THE Q OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 3) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, Q OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKFILLS OF BRIDGES; Q OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME); OR CULVERTS.
 6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

1) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

2) IF YES, NAME OF STREET (112th AVENUE)

3) DISTRIBUTION LINE OR TRANSMISSION LINE

4) CARRIER PIPE:
 COMMODITY TO BE CONVEYED WATER
 OPERATING PRESSURE 90 PSI 10" ED
 WALL THICKNESS 2.35"; DIAMETER 15.6" OD; MATERIAL DIP

5) CASING PIPE:
 WALL THICKNESS 3"; DIAMETER 22"; MATERIAL STEEL
 NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

6) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER _____

7) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;

8) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30

9) APPLICANT HAS CONTACTED ROD BILDERBACK (30' MIN.) OF U. P. COMMUNICATIONS DEPARTMENT AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 90278A

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

Union PACIFIC RAILROAD CO.
Boulder Branch
(SUBDIVISION)

M. P. 7.15 E. S. 641 + 37

ENCASED WATER P/L CROSSING AT
NORTHGLENN, ADAMS CO., CO
(CITY) (COUNTY) (STATE)

CITY OF NORTHGLENN
(APPLICANT)

RR FILE NO. 695-70 DATE 12/6/95

WARNING
 IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
 PHONE: 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, or move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except to the extent that such costs, liability or expenses are caused by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall

not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT B-1

Pipeline (Hazardous, Flammable, 12" or Larger)

Insurance Requirements

Licensee shall, at its own self cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The following insurance shall be kept in force during the life of this Agreement.

- A. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, a waiver of governmental immunity (ISO Form CG 25 04 or equivalent) severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement. Coverage purchased on a claims made form shall provide for at least a three (3) year extended reporting or discovery period if (a) the coverage is changed from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different from the expiring policy.
- B. Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement.
- C. Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy(ies), against Licensor for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Licensor's right-of-way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Licensor.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

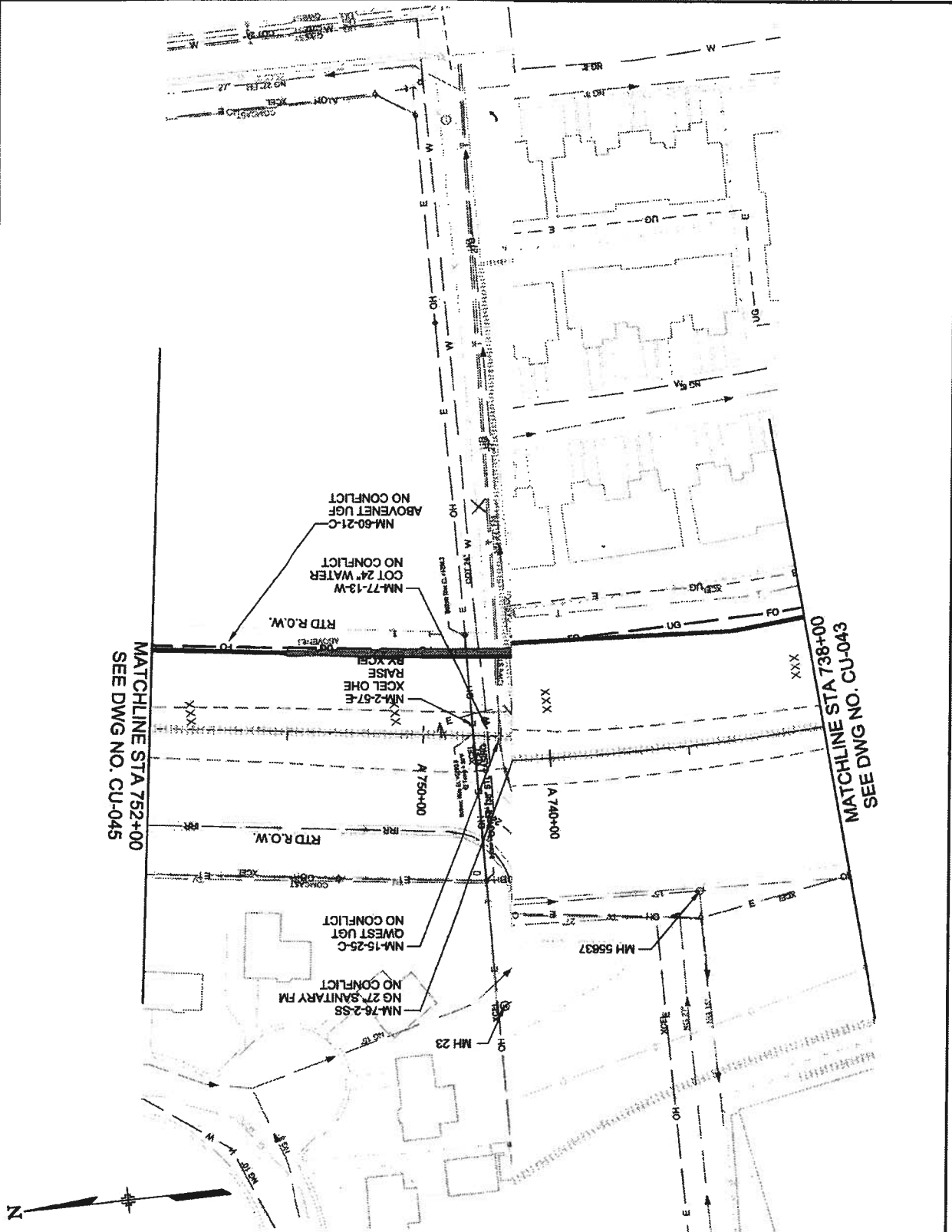
The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

NO.	REVISIONS	BY
1		RTD

PROPOSED UTILITY PLAN
 STA. 738+00 TO STA. 752+00
 NORTH METRO CORRIDOR

SHEET
 REFERENCE NUMBER:
 CU-044
 SHEET 312

For Information Only
 Not for Bidding or Construction



MATCHLINE STA 752+00
 SEE DWG NO. CU-045

MATCHLINE STA 738+00
 SEE DWG NO. CU-043

CALL UTILITY NOTIFICATION CENTER OF COLORADO
 1-800-922-1987 or (811)
 CALL BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR
 EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES.

NO TYPE AND
 IS GUARANTEED
 THE TYPE AND
 MAY BE

Corridor: NM	Railroad Utility Agreement Cover Sheet			Railroad: UPRR
RR Agreement Audit Number: 182452	Current MP: MP 6.50	Year Executed: 1996	Year Last Revised:	Strong:

Utility Owner Current (Original): CITY OF NORTHGLENN	OH or UG: UG	Utility Type: SS FM
Utility Conflict ID # (s): NM-76-1-SS		
Start RTD STA: 713+50	End RTD STA: 714+50	RTD Plan Set Sheet #: CU-042
Street Location: APPROX. 3600' SOUTH OF E. 112TH AVENUE		Xing or Parallel: XING

Carrier Pipe Size: 10" (FORCE MAIN)
Carrier Pipe Material: DIP
Encasement Length: 100 LF
Encasement Size: 22"
Encasement Material: STEEL
Depth or Height: 28.5' B.B.R.
kV, psi, etc: 20 PSI

Explain why Transferable or Not Transferable?	T? Not T? "T" yes
---	-----------------------------

Explain why UO Pays or RTD Pays to Relocate Utility? SECTION 4. LICENSE TO BEAR ENTIRE EXPENSE	\$\$\$UO? \$\$\$RTD? UO
--	-----------------------------------

Explain any Missing Information?

Additional Information in Agreement / Additional Comments on Relocation / Recommendations:

9999 01411008014

CCMS COVERSHEET

AUDIT NUMBER	182452
DATE OF AGREEMENT	
PARTY NAME	NORTHGLENN, COLORADO, CITY OF
TYPE OF AGREEMENT	408
LOCATION	NORTHGLENN CO
CIRC7 FROM	WF652
MILEPOST FROM	6.50
BOX NUMBER	1411 - 0080
BATCH NUMBER	5

ATTN: SUPERVISOR OF CONTRACTS -- ONLINE CONTRACT EXECUTION REPORT

AUDIT NBR :

FOLDER NBR: 69571

U. P. R. R. Co.
Agreement
182452
Audit No. _____

SEQUENCE NBR: 159260

VERSION NBR : 0

CUSTOMER NBR: 62606

OLD PARTY NAME: NORTHGLENN, COLORADO, CITY OF

OLD CITY : NORTHGLENN OLD STATE: CO

NEW PARTY NAME:

NEW CITY : NEW STATE:

AGRM DESCRIPTION: CROSSING - PIPE LINE

CONTRACT TYPE:

SUPPLEMENT DATE:

EFFECTIVE DATE OLD: 1996-01-08 NEW:

TERMINATION DATE OLD: 9999-99-99 NEW:

BILL AMOUNT OLD: \$3,479.00 NEW: \$0.00

BILL FREQUENCY OLD: VA NEW:

EXECUTION COMMENTS:

CONTRACT COMMENTS:

UNDERGROUND 10" SEWER PIPELINE CROSSING

1821452

G. P. NAPLE

JAN 23 1996

R P N
JAN 23 1996



**PIPELINE CROSSING
AGREEMENT**

U. P. R. R. Co. Agreement Audit No. 182452

Mile Post 6.50, Boulder Branch
Location: Northglenn, Adams County, Colorado

THIS AGREEMENT is made and entered into as of the 8th day of JANUARY, 1996, by and between **UNION PACIFIC RAILROAD COMPANY**, a Utah corporation (hereinafter the Licensor) and the **CITY OF NORTHGLENN**, a Colorado municipal corporation to be addressed at 11701 Community Center Drive, Northglenn, Colorado 80233 (hereinafter the Licensee).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - LICENSE FEE

Upon the execution of this Agreement, the Licensee shall pay to the Licensor a one-time license fee of **THREE THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$3,479.00)**.

ARTICLE 2 - LICENSOR GRANTS RIGHT

In consideration of the license fee to be paid by Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

an underground 10-inch sewer pipeline crossing

(hereinafter the Pipeline) in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 6, 1995 and marked Exhibit A.

ARTICLE 3 - CONSTRUCTION, MAINTENANCE AND OPERATION

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

ARTICLE 4 - IF WORK IS TO BE PERFORMED BY CONTRACTOR

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

ARTICLE 5 - INSURANCE

a). The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will

also provide to the Licensor a Certificate of Insurance issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

Union Pacific Railroad Company is named as an additional insured with respect to all liabilities arising out of the existence, use of any work performed on or associated with the underground 10-inch sewer pipeline crossing located on Railroad right of way at Mile Post 6.50 on the Boulder Branch, at or near Northglenn, Adams County, Colorado.

b). If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor.

c). All insurance correspondence shall be directed to:

Folder No: 695-71
Union Pacific Railroad Company
Contracts & Real Estate Department
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179-1100

ARTICLE 6 - TERM

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

ARTICLE 7 - SPECIAL PROVISIONS

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Paul J. Smith
CONTRACT REPRESENTATIVE

WITNESS:

CITY OF NORTHGLENN, COLORADO

Alma L. Perry

X *R. J. Larson*

Title: *Mayor*

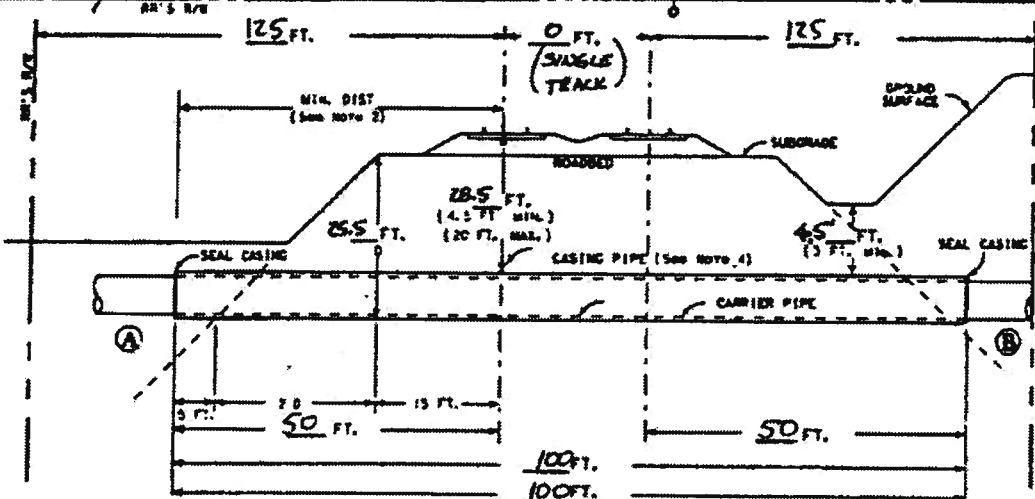
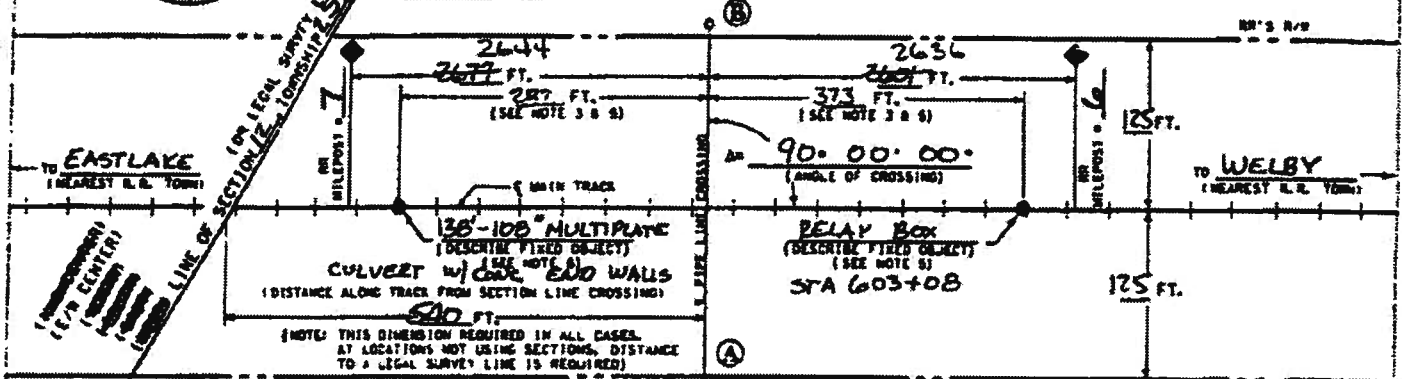
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B
REV. 10 - 1-93

APPLICATION FOR ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

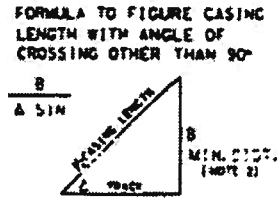
NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	12" OR LESS
.3125"	OVER 12" - 18"
.3750"	OVER 18" - 22"
.4375"	OVER 22" - 28"
.5000"	OVER 28" - 34"
.5625"	OVER 34" - 42"
.6250"	OVER 42" - 48"

OVER 48" MUST BE APPROVED BY R. R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ϕ OF TRACK.
 - CASING TO EXTEND BEYOND THE ϕ OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ϕ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - ALLOWABLE FIXED OBJECTS INCLUDE: BACKSILLS OF BRIDGES; ϕ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
 - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

1) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

2) IF YES, NAME OF STREET _____

3) DISTRIBUTION LINE _____ OR TRANSMISSION LINE

4) CARRIER PIPE:
COMMODITY TO BE CONVEYED DOMESTIC SEWAGE
OPERATING PRESSURE 10 PSI 10.50
WALL THICKNESS 0.35"; DIAMETER 22" OD; MATERIAL DIP.

5) CASING PIPE:
WALL THICKNESS 3/8"; DIAMETER 22"; MATERIAL STEEL
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

6) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER _____

7) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
8) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30

9) APPLICANT HAS CONTACTED ROD BILDERBACK (30' MIN.)
OF U. P. COMMUNICATION DEPARTMENT AND HAS DETERMINED FIBER OPTIC CABLE _____ DOES DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 902789

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.
BOULDER BRANCH
M. P. 6.50 E. S. 607+16
ENCASED SEWER P/L CROSSING AT
NORTHOLENN, ADAMS Co., CO
CITY OF NORTHOLENN
RR FILE NO. 695-71 DATE 12/6/95

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-800-234-3193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, or move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except to the extent that such costs, liability or expenses are caused by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall

not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT B-1

Pipeline (Hazardous, Flammable, 12" or Larger)

Insurance Requirements

Licensee shall, at its own ~~own~~ cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The following insurance shall be kept in force during the life of this Agreement.

- A. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, a waiver of governmental immunity (ISO Form CG 25 04 or equivalent) severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement. Coverage purchased on a claims made form shall provide for at least a three (3) year extended reporting or discovery period if (a) the coverage is changed from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different from the expiring policy.
- B. Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement.
- C. Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy(ies), against Licensor for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Licensor's right-of-way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Licensor.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the 29 day of DEC, 1995, by and between **UNION PACIFIC RAILROAD COMPANY**, a Utah corporation (hereinafter referred to as the "Railroad"); and TARANEN ENTERPRISES INC, a corporation (hereinafter the referred to as the "Contractor").

RECITALS:

The Contractor has been hired by the City of Northglenn for the purpose of constructing (hereinafter "work") an underground 10-inch sewer pipeline crossing/encroachment on property of the Railroad at or near Mile Post 6.50 on the Boulder Branch, at or near Northglenn, Colorado.

The Contractor has requested the Railroad to permit it to perform the work and Railroad is agreeable thereto, subject to the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

ARTICLE 1. DEFINITION OF CONTRACTOR

For purposes of this agreement, all references in this agreement to the Contractor shall include the Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2. RIGHT GRANTED: PURPOSE

The Railroad hereby grants to the Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals hereof and as shown on the attached print dated December 6, 1995, marked Exhibit A for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of the Railroad's property specifically described herein, or designated by the Railroad representative named in Article 4.

ARTICLE 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND B-1

The terms and conditions contained in Exhibits B and B-1, heretoattached, are hereby made a part of this agreement.

ARTICLE 4. ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE

The Contractor shall bear any and all costs and expenses associated with any work performed by the Contractor, or any costs or expenses incurred by the Railroad relating to this agreement. All work performed by Contractor on Railroad's property shall be performed in a manner satisfactory to the respective local Superintendent of Transportation Services of the Railroad or his authorized representative (hereinafter the Railroad Representative).

ARTICLE 5. TERM; TERMINATION

- a). The grant of right herein made to Contractor shall commence on 12/29/95, and continue until 4/1/96, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.
- b). This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6. CERTIFICATE OF INSURANCE

- a). Before commencing any work, the Contractor will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit B-1 of this agreement in a policy which contains the following type of endorsement:

Union Pacific Railroad Company, is named as additional insured with respect to all liabilities arising out of Insured's, as Contractor, performance of any work on the property of the Railroad.

- b). Contractor warrants that this agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.
- C. All insurance correspondence shall be directed to:

File No. 695-71
Union Pacific Railroad Company
Director - Contracts
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179

ARTICLE 7. CHOICE OF FORUM

Litigation arising out of or connected with this agreement may be instituted and maintained in the courts of the states of Nebraska and Missouri only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

ARTICLE 8. SPECIAL PROVISIONS

None.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By Paul Hull
CONTRACT REPRESENTATIVE

WITNESS:

FARNER ENTERPRISES, INC.
(Name of Contractor)

Bon Nash

X. L. J. Farn
Title: President

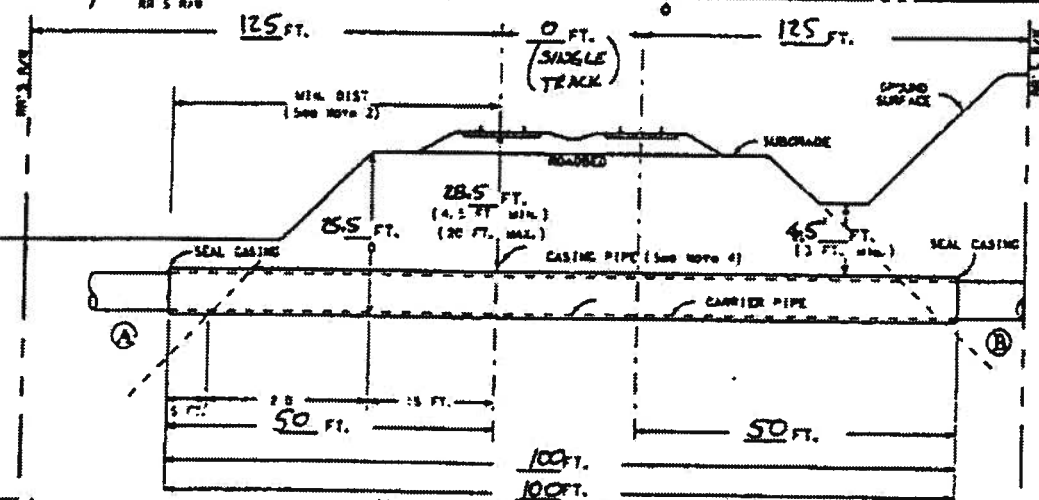
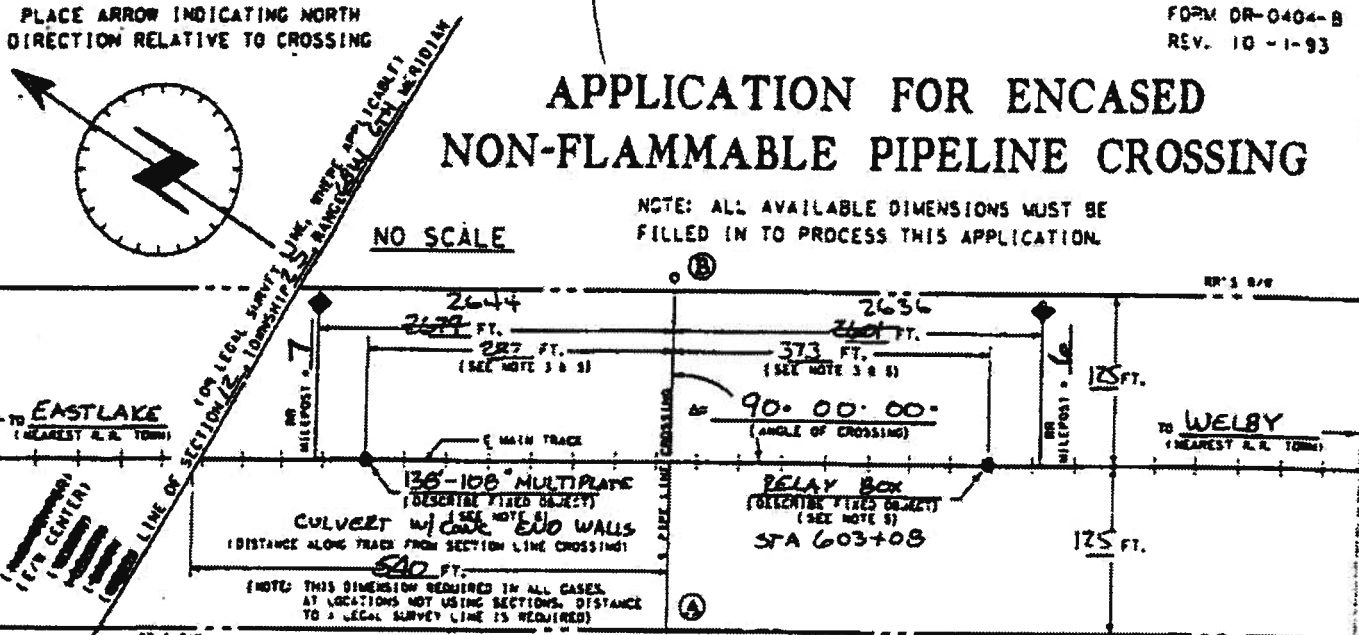
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B
REV. 10-1-93

APPLICATION FOR ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE	
.2500"	1 7/8"	12" OR LESS
.3125"	5/16"	OVER 12" - 18"
.3750"	3/8"	OVER 18" - 22"
.4375"	7/16"	OVER 22" - 28"
.5000"	1/2"	OVER 28" - 34"
.5625"	9/16"	OVER 34" - 42"
.6250"	5/8"	OVER 42" - 48"

OVER 48" MUST BE APPROVED BY R. R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 25,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM CENTERLINE OF TRACK.
 - CASING TO EXTEND BEYOND THE END OF TRACK AT RIGHT ANGLES THE GREATER OF 20' + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - MINIMUM OF 30' FROM THE END OF ANY RAILROAD BRIDGE, END OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - ALLOWABLE FIXED OBJECTS INCLUDE BACKWALLS OF BRIDGES; END OF ROAD CROSSINGS OR OVERHEAD TRUCTS (GIVE ROAD NAME), OR CULVERTS.
 - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 8 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

1) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

2) IF YES, NAME OF STREET _____

3) DISTRIBUTION LINE _____ OR TRANSMISSION LINE

4) CARRIER PIPE:
COMMODITY TO BE CONVEYED DOMESTIC SEWAGE
OPERATING PRESSURE 10 PSI 10" ID
WALL THICKNESS 0.35" DIAMETER 54" OD MATERIAL DIP

5) CASING PIPE:
WALL THICKNESS 3" DIAMETER 22' MATERIAL STEEL
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

6) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
TUNNEL; OTHER _____

7) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;

8) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 50

9) APPLICANT HAS CONTACTED ROD BILDERBACK (30' MIN.)
OF U. P. COMMUNICATION DEPARTMENT AND HAS DETERMINED FIBER OPTIC CABLE _____ DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 902788

EXHIBIT "A"
(FOR BILLING USE ONLY)

UNION PACIFIC RAILROAD CO.
BOULDER BRANCH
M. P. 6.50 E. S. 607+16
ENCASED SEWER P/L CROSSING AT
NORTHGLENN ADAMS Co. Co
CITY OF NORTHGLENN
RR FILE NO. 695-71 DATE 12/16/95

WARNING
TO ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-800-336-9193

EXHIBIT B TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

The Contractor agrees to notify the Railroad Representative at least 48 hours in advance of Contractor commencing its work and at least 24 hours in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2. NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad its lessees, licensees or others, unless specifically permitted under this agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Contractor at any time that would in any manner impair the safety thereof. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

Section 3. MECHANIC'S LIENS.

The Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished.

(b) In addition to other indemnity provisions in this Agreement, the Contractor shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Contractor, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a

telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 5. COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Contractor shall use only such methods as are consistent with safety, both as concerns the Contractor, the Contractor's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Contractor (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Contractor to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Contractor shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorneys' fees, court costs and expenses. The Contractor further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 6. SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Contractor (and not by way of limitation), the following special safety rules shall be followed:

(a) The Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Contractor shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.

(b) The employees of the Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Contractor's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

(c) All heavy equipment provided or leased by the Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Contractor's or any of its subcontractor's equipment is unsafe for use on the Railroad's right-of-way, the Contractor, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 7. INDEMNITY.

(a) As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Contractor's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Contractor's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Contractor agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this agreement, a breach of the agreement or the failure to observe the health and safety provisions herein, or any activity, omission or negligence arising out of performance or nonperformance of this agreement. However, the Contractor shall not indemnify the Railroad when the Loss is caused by the sole negligence of the Railroad.

(c) The Contractor shall maintain whatever insurance coverage is necessary to adequately underwrite its general and contractual liability under the terms of this Agreement.

Section 8. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event the Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed.

Section 9. WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 10. ASSIGNMENT - SUBCONTRACTING.

The Contractor shall not assign, sublet or subcontract this agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Contractor permission to subcontract all or any portion of the work herein described, the Contractor is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this agreement.

EXHIBIT B-1

Right of Entry Agreement
Pipelines
Insurance Requirements

Contractor shall, at its own sole cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The following insurance shall be kept in force during the life of this Agreement:

General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$1,000,000 each occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to Railroad in the Agreement. Coverage purchased on a claims made form shall provide for at least a three (3) year extended reporting or discovery period if (a) the coverage is changed from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (3) the succeeding claims made policy retroactive date is different from the expiring policy.

Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to Railroad in the Agreement.

Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

The Contractor hereby waives its right to subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of Contractor or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Railroad's right-of-way or other real property. Contractor's insurance shall be primary with respect to any insurance carried by Railroad.

Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

USER: RTD User 4/24/2013 7:49:49 AM X:\North Metro Corridor\6.0 CAD Design\9 Utilities\NMC-L-19 042\Utility.dgn

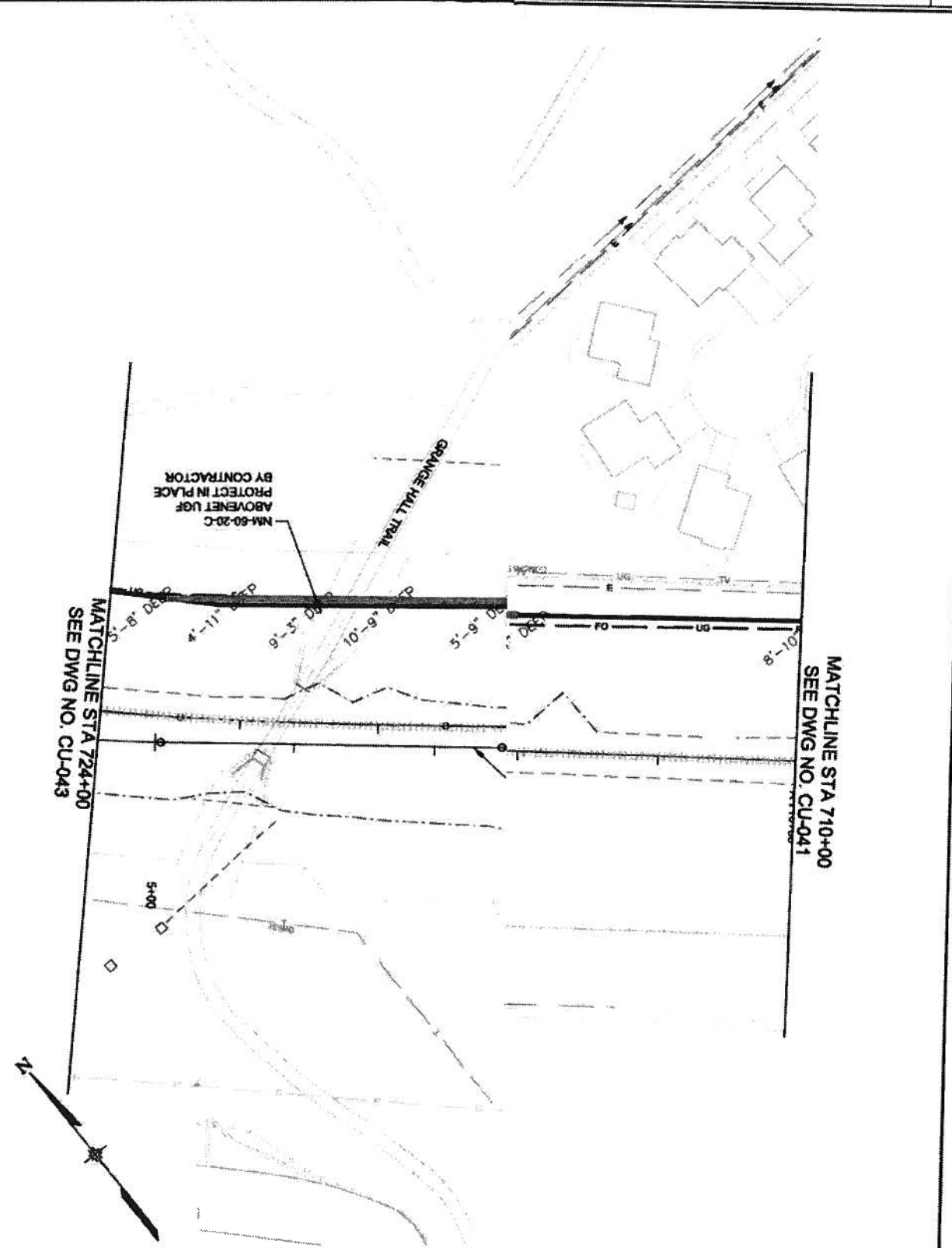
NO.	REVISIONS	BY
1		RTD

PROPOSED UTILITY PLAN
 STA. 710+00 TO STA. 724+00

SHEET 310
 CU-042
 SHEET REFERENCE NUMBER

For Information Only
 Not for Bidding or Construction

NORTH METRO CORRIDOR



NOT GUARANTEED
 1 IS THE TYPE AND
 MAY BE
 CALL UTILITY NOTIFICATION CENTER OF COLORADO
 1-800-922-1987 or (811)
 CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR
 EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Corridor: NM	Railroad Utility Agreement Cover Sheet			Railroad: UPRR
RR Agreement Audit Number: 182106	Current MP: MP 5.85	Year Executed: 1996	Year Last Revised:	Strong:

Utility Owner Current (Original): CITY OF NORTHGLENN	OH or UG: UG	Utility Type: W
Utility Conflict ID # (s): NM-76-1-W		
Start RTD STA: 679+00	End RTD STA: 680+00	RTD Plan Set Sheet #: CU-039
Street Location: N. SIDE OF 104TH AVE	Xing or Parallel or Encroachment: XING	

Carrier Pipe Size:	12"
Carrier Pipe Material:	DIP
Encasement Length:	100 LF
Encasement Size:	22"
Encasement Material:	STEEL
Depth or Height:	9.3' B.B.R.
kV, psi, etc:	90 PSI

Explain why Transferable or Not Transferable?	T? Not T? YES T
---	---------------------------

Explain why UO Pays or RTD Pays to Relocate Utility? SECTION 4: LICENSEE TO BEAR ENTIRE EXPENSE	\$\$\$UO? \$\$\$RTD? CITY OF NORTHGLENN
---	---

Explain any Missing Information?

Additional Information in Agreement / Additional Comments on Relocation / Recommendations:
UPRR MP 5.85 CONVERTS TO RTD CRT NM STA 679+68 WHICH LINES UP WITH A NG 10" WATER ON THE NM PLANS, ALSO ENCASED IN 22" STL CSG.

9999 01406002764

CCMS COVERSHEET

AUDIT NUMBER	182106
DATE OF AGREEMENT	
PARTY NAME	NORTHGLENN, CITY OF
TYPE OF AGREEMENT	408
LOCATION	NORTHGLENN CO
CIRC7 FROM	WF652
MILEPOST FROM	5.85
BOX NUMBER	1406 - 0027
BATCH NUMBER	2

ATTN: SUPERVISOR OF CONTRACTS -- ONLINE CONTRACT EXECUTION REPORT

AUDIT NBR :

FOLDER NBR:

69708

U. P. R. R. Co.
Agreement
Audit No. **182106**

SEQUENCE NBR: 158850

VERSION NBR : 0

CUSTOMER NBR: 62606

OLD PARTY NAME: NORTHGLENN, CITY OF

OLD CITY : NORTHGLENN

OLD STATE: CO

NEW PARTY NAME:

NEW CITY :

NEW STATE:

AGRM DESCRIPTION: CROSSING - PIPE LINE

CONTRACT TYPE:

SUPPLEMENT DATE:

EFFECTIVE DATE OLD: 1996-01-08

NEW:

TERMINATION DATE OLD: 9999-99-99

NEW:

BILL AMOUNT OLD: \$2,288.00

NEW: \$0.00

BILL FREQUENCY OLD: VA

NEW:

EXECUTION COMMENTS:

PIPELINE CROSSING AGREEMENT. CK. # 8390 FOR \$8,651.00 COVERS THIS AGREEMENT & 2 OTHERS.

T.L.M.

JAN 9 1996 R P N
JAN 10 1996

CONTRACT COMMENTS:

PIPELINE CROSSING AGREEMENT GRANTING LICENSEE THE RIGHT TO CONSTRUCT, MAINTAIN & OPERATE AN UNDERGROUND 12" WATER PIPELINE CROSSING AT/NEAR NORTHGLENN, CO.

1821106



**PIPELINE CROSSING
AGREEMENT**

U. P. R. R. Co. Agreement Audit No. 182106

Mile Post 5.85, Boulder Branch
Location: Northglenn, Adams County, Colorado

THIS AGREEMENT is made and entered into as of the 8th day of JANUARY, 1996, by and between **UNION PACIFIC RAILROAD COMPANY**, a Utah corporation (hereinafter the Licensor) and the **CITY OF NORTHGLENN**, a Colorado municipal corporation to be addressed at 11701 Community Center Drive, Northglenn, Colorado 80233 (hereinafter the Licensee).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - LICENSE FEE

Upon the execution of this Agreement, the Licensee shall pay to the Licensor a one-time license fee of **TWO THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$2,288.00)**.

ARTICLE 2 - LICENSOR GRANTS RIGHT

In consideration of the license fee to be paid by Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

an underground 12-inch water pipeline crossing

(hereinafter the Pipeline) in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 6, 1995 and marked Exhibit A.

ARTICLE 3 - CONSTRUCTION, MAINTENANCE AND OPERATION

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

ARTICLE 4 - IF WORK IS TO BE PERFORMED BY CONTRACTOR

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

ARTICLE 5 - INSURANCE

a). The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will

also provide to the Licensor a Certificate of Insurance issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

Union Pacific Railroad Company is named as an additional insured with respect to all liabilities arising out of the existence, use of any work performed on or associated with the underground 12-inch water pipeline crossing located on Railroad right of way at Mile Post 5.85 on the Boulder Branch, at or near Northglenn, Adams County, Colorado.

b). If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor.

c). All insurance correspondence shall be directed to:

Folder No: 697-08
Union Pacific Railroad Company
Contracts & Real Estate Department
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179-1100

ARTICLE 6 - TERM

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

ARTICLE 7 - SPECIAL PROVISIONS

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: *Paul C. Smith*
CONTRACT REPRESENTATIVE

WITNESS:

CITY OF NORTHGLENN, COLORADO

Heena D. Dey

X. *D. Parsons*
Title: *Mayor*

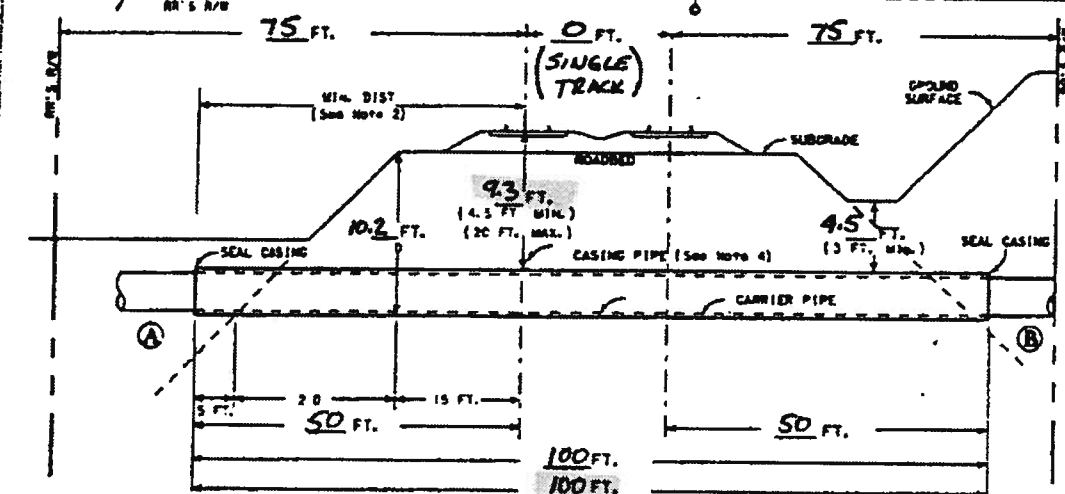
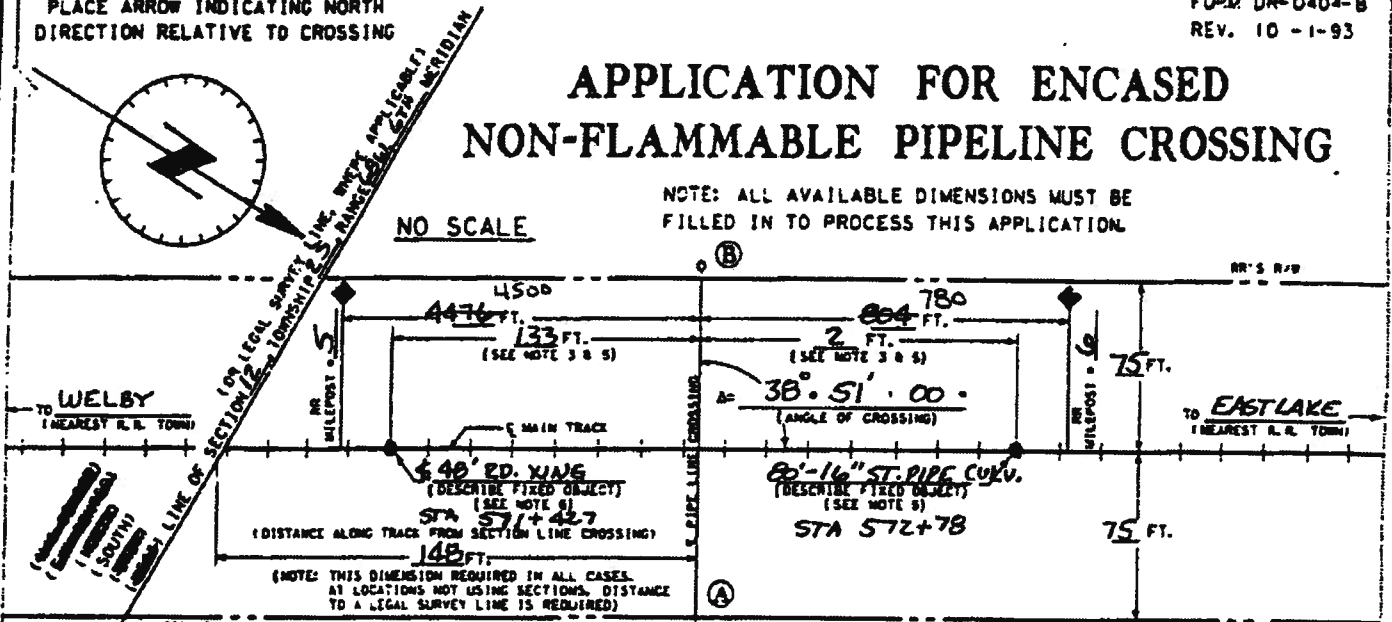
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B
REV. 10-1-93

APPLICATION FOR ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

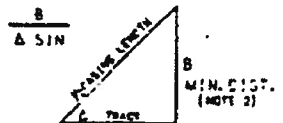
NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	1/4" 12" OR LESS
.3125"	5/16" OVER 12"-18"
.3750"	3/8" OVER 18"-22"
.4375"	7/16" OVER 22"-28"
.5000"	1/2" OVER 28"-34"
.5625"	9/16" OVER 34"-42"
.6250"	5/8" OVER 42"-48"

OVER 48" MUST BE APPROVED BY R. R. CO.
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM Q OF TRACK.
 - CASING TO EXTEND BEYOND THE Q OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, Q OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; Q OF ROAD CROSSINGS OR OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
 - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 8 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

1) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

2) IF YES, NAME OF STREET (104TH AVENUE)

3) DISTRIBUTION LINE OR TRANSMISSION LINE

4) CARRIER PIPE:
COMMODITY TO BE CONVEYED WATER
OPERATING PRESSURE 90 PSI 12" SD
WALL THICKNESS 0.37"; DIAMETER 12" OD; MATERIAL D.I.P.

5) CASING PIPE:
WALL THICKNESS 3/8"; DIAMETER 22"; MATERIAL STEEL
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

6) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER

7) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;

8) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 3.4

9) APPLICANT HAS CONTACTED BOB BILDERBACK (30' WITH.)
OF U. P. COMMUNICATION DEPARTMENT AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 902788

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

Union Pacific Railroad Co.
Boulder Branch
M.P. S.85 E.S. 573+00

ENCASED Water PIP CROSSING AT
NORTHGLENN, Adams Co., Co
(NEAREST CITY) (COUNTY) (STATE)

CITY OF NORTHGLENN
(APPLICANT)

RR FILE NO. 697-08 DATE 12/6/95

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY BORE TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-800-326-9123

Crossing No. 1

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, or move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except to the extent that such costs, liability or expenses are caused by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall

not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT B-1

Pipeline (Hazardous, Flammable, 12" or Larger)

Insurance Requirements

Licensee shall, at its own self cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The following insurance shall be kept in force during the life of this Agreement.

- A. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, a waiver of governmental immunity (ISO Form CG 25 04 or equivalent) severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement. Coverage purchased on a claims made form shall provide for at least a three (3) year extended reporting or discovery period if (a) the coverage is changed from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different from the expiring policy.
- B. Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement.
- C. Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy(ies), against Licensor for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Licensor's right-of-way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Licensor.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

UNION PACIFIC RAILROAD COMPANY
CONTRACTS & REAL ESTATE DEPARTMENT



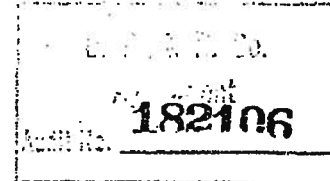
R.D. UHRICH
ASSISTANT VICE PRESIDENT

ROOM 1100, 1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3753
FAX (402) 271-5493

J. A. ANTHONY
DIRECTOR-CONTRACTS &
JOINT FACILITIES
D. D. BROWN
DIRECTOR-REAL ESTATE
J. L. HAWKINS
DIRECTOR-OPERATIONS SUPPORT
D. H. LIGHTWINE
DIRECTOR-REAL ESTATE
W. R. ULRICH
DIRECTOR-BUILDING SERVICES

January 8, 1996

Folder No. 697-08



MR R NEAL RENFROE
CITY OF NORTHGLENN
11701 COMMUNITY CENTER DR
NORTHGLENN CO 80233-1099

Dear Mr. Renfro:

Attached is your original copy of a Pipeline Crossing Agreement, fully executed on behalf of the Railroad Company.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should thoroughly review the terms and conditions of the documents and contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property. When you or your representative enter the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

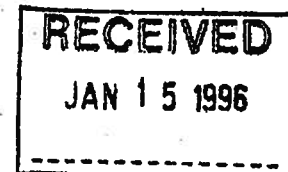
All Insurance Certificates, if required by the agreements, should be forwarded to me:

Folder No. 695-70
Director - Contracts
Union Pacific Railroad Company
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179

In order to protect the Railroad Company's property as well as for safety reasons, it is imperative that you notify the Railroad Company's Manager of Track Maintenance and the Communications Department:

W. O. (Bill) Sheets
Manager Track Maintenance
201 East 17th Street
Cheyenne, Wyoming 82001
(307) 778-3282

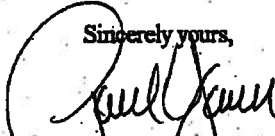
Fiber Optics Hot Line
1-800-336-9193



a minimum of forty-eight (48) hours in advance of any construction on, along, or across the Railroad Company's right-of-way and/or tracks.

Additionally, and as required in the agreement, the casing and carrier pipe must be placed a minimum of 2-feet below existing fiber optic cables. Any excavation required within 5-feet of an existing fiber optic cable, must be hand dug.

Sincerely yours,



P. G. FARRELL
CONTRACT REPRESENTATIVE
(402) 271-3870

USER: RTD User 4/24/2013 7:35:39 AM X:\North Metro Corridors\6.0 CAD Design\6.9 Utilities\NMC-U-PI_0391\UTPlan.dgn

NO.	REVISIONS	BY
1		RTD

PROPOSED UTILITY PLAN
STA. 668+00 TO STA. 682+00

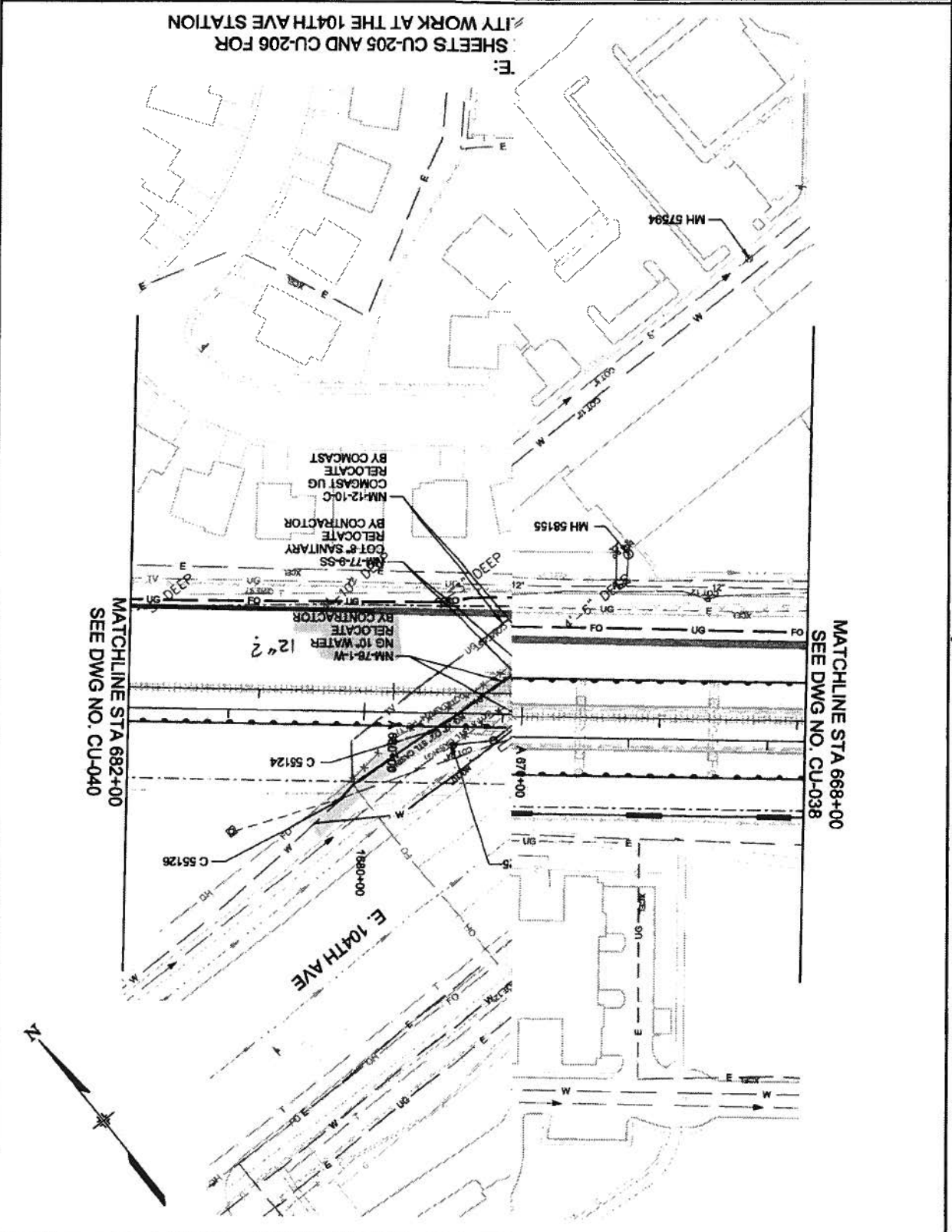
NORTH METRO CORRIDOR

PROPOSED UTILITY PLAN
STA. 668+00 TO STA. 682+00

CU-039

SHEET REFERENCE NUMBER: CU-039

SHEET 307



NO TYPE AND IS GUARANTEED

THE TYPE AND ANY BE

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

CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

ATTACHMENT 3

EXHIBIT B			
FORM OF UTILITY WORK ORDER			
Owner: City of Northglenn			
URA No.: <u>NM-76</u>	Utility Identification No.:		<u>NM-76-02-W</u>
Work Order No.: <u>NM-76-02-W</u>	Work Order Revision No.: <u>0</u>		
Work Breakdown Structure No.: <u>NM.A.090.N.3.000</u>	P6 Activity ID: <u>CN-G3-75500</u>		
LOCATION: Crosses NM Track on the South Side of 112th Avenue Station: 749+28 to 750+00 Utility Sheet: UJ-204			
DESCRIPTION: Perform design and construction for the extension of the steel casing and replacement of the 10" waterline and associated appurtenances, as shown on the attached drawings.			
OPERATING RIGHTS: UPRR LA # 182010			
DESIGN			
	<input type="checkbox"/> No Design Required		
Performing Party	<input checked="" type="checkbox"/> RTD	<input type="checkbox"/> Owner:	<u>RTD Contractor (RRP)</u>
Responsible Party	<input type="checkbox"/> RTD	<input checked="" type="checkbox"/> Owner:	<u>Utility Owner (City of Northglenn)</u>
RTD pays Owner	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Owner pays RTD	Lump Sum: \$ <u>5,050.00</u>	Actual Cost Not to Exceed: _____	
RTD pays Contractor	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Comments			
CONSTRUCTION			
	<input type="checkbox"/> No Construction Required		
Performing Party	<input checked="" type="checkbox"/> RTD	<input type="checkbox"/> Owner:	<u>RTD Contractor (RRP)</u>
Responsible Party	<input type="checkbox"/> RTD	<input checked="" type="checkbox"/> Owner:	<u>Utility Owner (City of Northglenn)</u>
RTD pays Owner	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Owner pays RTD	Lump Sum: \$ <u>48,046.00</u>	Actual Cost Not to Exceed: _____	
RTD pays Contractor	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Comments			
CONSTRUCTION INSPECTION			
	<input type="checkbox"/> No Construction Inspection Required		
Performing Party	<input type="checkbox"/> RTD	<input checked="" type="checkbox"/> Owner:	<u>Utility Owner (City of Northglenn)</u>
Responsible Party	<input type="checkbox"/> RTD	<input checked="" type="checkbox"/> Owner:	<u>Utility Owner (City of Northglenn)</u>
RTD pays Owner	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Owner pays RTD	Lump Sum: _____	Actual Cost Not to Exceed: _____	
RTD pays Contractor	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Comments			
PROPERTY ACQUISITION			
	<input checked="" type="checkbox"/> No Property Acquisition Required		
Performing Party	<input type="checkbox"/> RTD	<input type="checkbox"/> Owner:	_____
Responsible Party	<input type="checkbox"/> RTD	<input type="checkbox"/> Owner:	_____
RTD pays Owner	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Owner pays RTD	Lump Sum: _____	Actual Cost Not to Exceed: _____	
RTD pays Contractor	Lump Sum: _____	Actual Cost Not to Exceed: _____	
Comments			

SCHEDULE (THIS WORK ORDER ONLY)

Design	Construction
Start Date: <u>November 7, 2014</u>	Start Date: <u>April 24, 2015</u>
Completion Date: <u>April 24, 2015</u>	Completion Date: <u>April 24, 2016</u>
Comments:	

CHANGE ORDER

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

RTD Representative _____ Date _____

WORK ORDER TERMS AND CONDITIONS

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

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

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

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

Owner: City of Northglenn
By: _____
Print Name: David Willett
Title: Public Works Director
Date: _____

RTD Project Contractor: Regional Rail Partners
By: _____
Print Name: David Trent
Title: Project Director
Date: _____

RTD: Regional Transportation District
By: _____
Print Name: Ashland Vaughn
Title: Project Manager
Date: _____

EXHIBIT B

FORM OF UTILITY WORK ORDER (cont.)

Utility Identification No.: NM-76-02-W

SECTION A SCOPE

Empty space for Section A content.

SECTION B REQUIRED PERMITS

<u>Permit Type</u>	<u>Permit Responsibility</u>
<u>City of Northglenn Improvement Permit</u>	<u>RTD Contractor (RRP)</u>
<u>City of Northglenn Storm Water Quality Permit</u>	<u>RTD Contractor (RRP)</u>
<u>Adams County Improvement Permit</u>	<u>RTD Contractor (RRP)</u>
<u>Adams County Stormwater Quality Permit</u>	<u>RTD Contractor (RRP)</u>

SECTION C LIST OF ATTACHMENTS

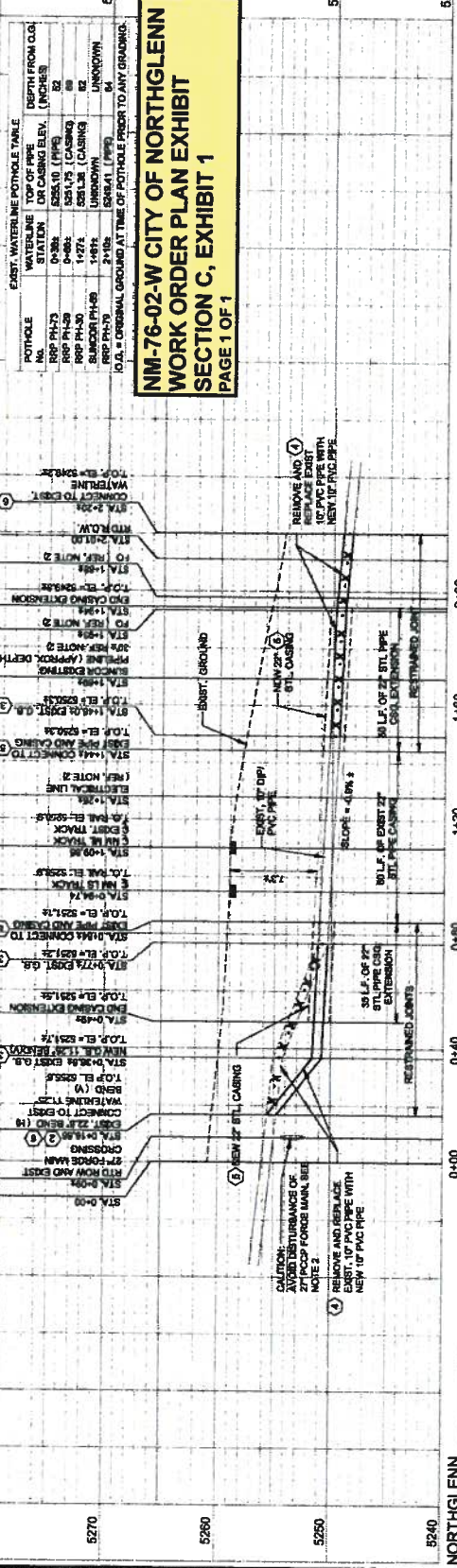
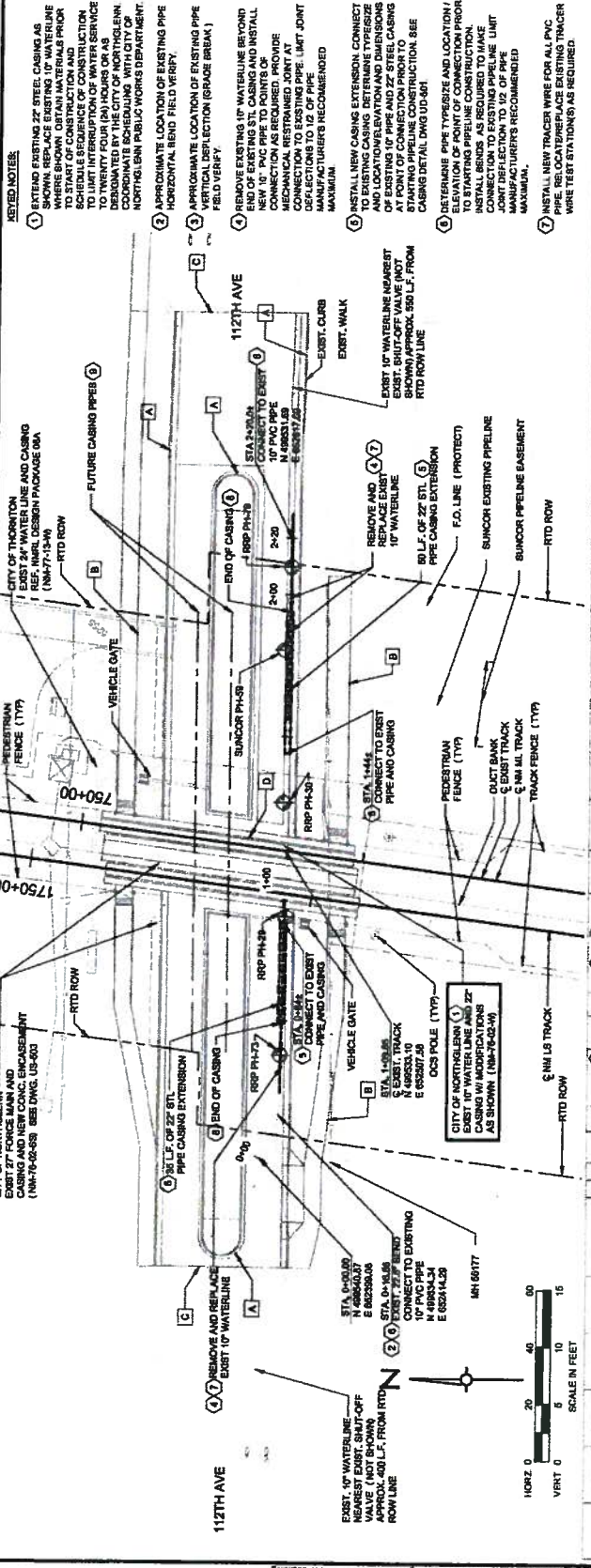
<input checked="" type="checkbox"/>	Exhibit 1: Owner Design Sheet	Ref: RFC NM Rail Line Dated 04/24/2015, Sheet UW-502
<input checked="" type="checkbox"/>	Exhibit 2: RTD Design Sheet:	Ref: 90% NM Rail Line Utilities Dated 01/23/2015, Sheet UJ-204
<input checked="" type="checkbox"/>	Exhibit 3: Cost Estimate	REF: RTD Cost Estimate Dated 5/20/15
<input type="checkbox"/>	Exhibit 4: Property Rights:	Ref: UPRR LA # 182010
<input checked="" type="checkbox"/>	Exhibit 5: Other:	- 90% NM Rail Line Track P&P Dated 01/23/2015, Sheet TP-045 - Suncor CH2M Hill Rocky Mountain Crude System Expansion Dated 12/12/13, Sheet C-216 - Suncor CH2M Hill Mainline Alignment Dated 12/12/13, Sheet AL-24



RFC
 CALL FOR PROPOSALS
 1-800-425-1987 or 811
 04/29/2015

**NM-76-02-W CITY OF NORTHGLENN
 WORK ORDER PLAN EXHIBIT
 SECTION C, EXHIBIT 1
 PAGE 1 OF 1**

- GENERAL NOTES:**
1. REFERENCE GENERAL NOTES AND PROJECT SPECIFIC NOTES ON DWG UN-601.
 2. LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL STARTING CONSTRUCTION.
 3. RESTORE EXISTING GROUND SURFACE AND CONDUIT EXISTING ASPHALT PAVING AND CONDUIT EXISTING ASPHALT PAVING AND COORDINATE WITH IRRIG DESIGN PACKAGE 08 IMPROVEMENTS.
 4. COORDINATE CONSTRUCTION SCHEDULE PER SPECIFICATIONS.
 5. PROVIDE TRAFFIC CONTROL PER CITY OF NORTHGLENN AND CITY OF THORNTON REQUIREMENTS.
 6. REFERENCE IRRIG DESIGN PACKAGE 08 FOR EROSION CONTROL NOTES.
 7. REFERENCE IRRIG DESIGN PACKAGE 08 FOR EROSION CONTROL NOTES.



STANTREC
 200 SOUTH COLORADO BOULEVARD
 SUITE 200
 DENVER, COLORADO 80202
 (303) 733-2000

RFP
 REGIONAL RAIL PARTNERS
 1000 17TH AVENUE, SUITE 1000
 DENVER, CO 80202
 (303) 733-2000

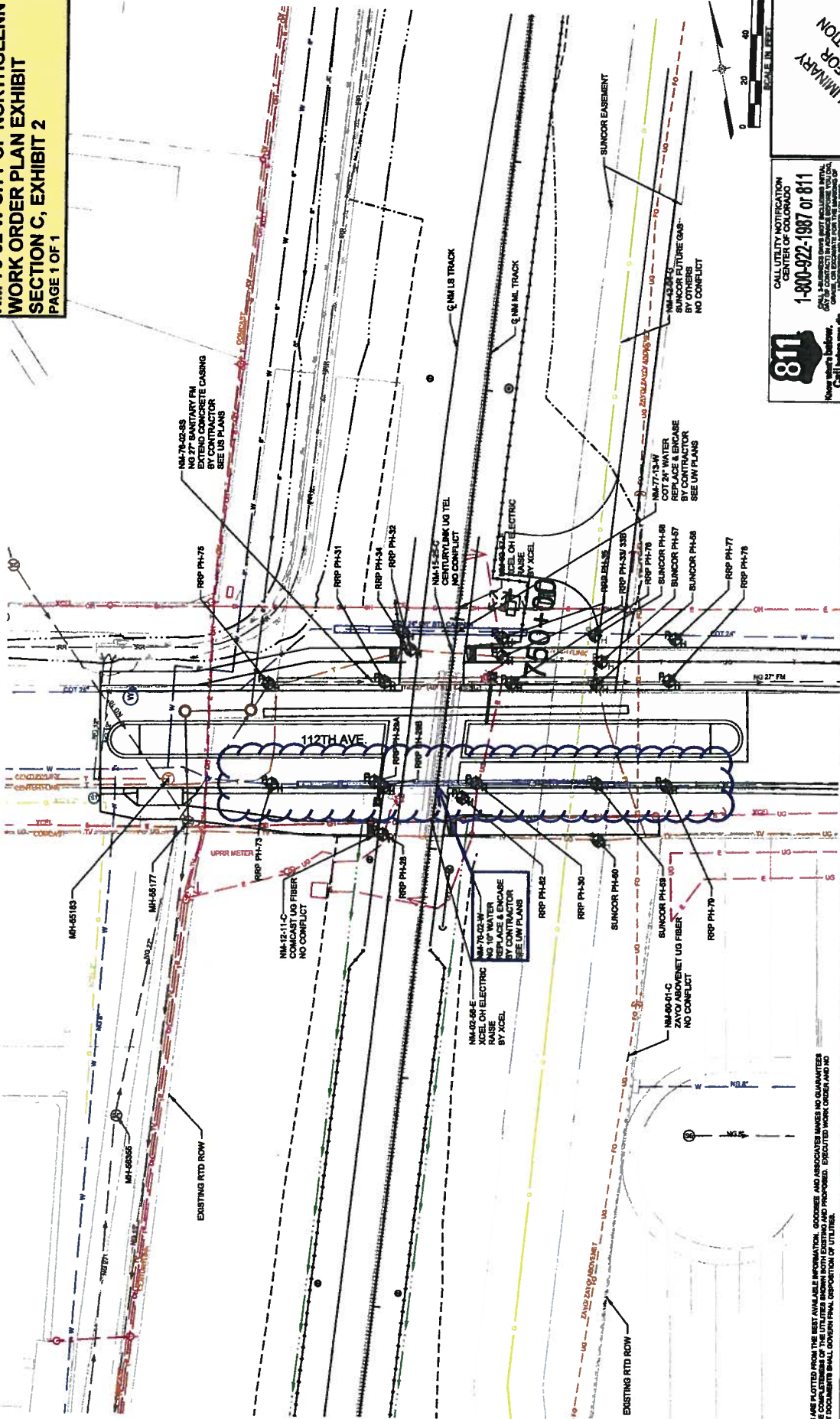
North Metro Rail Line
 TRACK STA. 748+28
 (NM-76-02-W)

NORTH METRO RAIL LINE

DATE: 04/24/14
DATE: 04/24/15
DATE: 04/24/15
DATE: 04/24/15

BY: PS
DATE: 04/24/15

**NM-76-02-W CITY OF NORTHGLENN
WORK ORDER PLAN EXHIBIT
SECTION C, EXHIBIT 2
PAGE 1 OF 1**



811
CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811
805 S. CONCORD BLVD. SUITE 200
DENVER, CO 80202
Call before you dig.

**PRELIMINARY
CONSTRUCTION
NOT FOR**

811
CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811
805 S. CONCORD BLVD. SUITE 200
DENVER, CO 80202
Call before you dig.

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CENTER OF COLORADO
1-800-922-1987 or 811
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DENVER, CO 80202
Call before you dig.

811
CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987 or 811
805 S. CONCORD BLVD. SUITE 200
DENVER, CO 80202
Call before you dig.

<p>FD FasTracks North Metro Rail Line UTILITIES DETAIL UTILITY PLAN 112TH AVE.</p>		<p>GOODBEE & ASSOCIATES, INC. GENERAL TRANSPORTATION ENGINEER DENVER, COLORADO 80202 303.733.8888</p>	
<p>DATE: 01/06/2015 SCALE: 1"=40' SHEET: 204</p>		<p>DATE: 01/06/2015 SCALE: 1"=40' SHEET: 204</p>	
<p>DESIGNED BY: JOL DATE: 08/01/2014 CHECKED BY: TA DATE: 08/13/2014 APPROVED BY:</p>		<p>DESIGNED BY: JOL DATE: 08/01/2014 CHECKED BY: TA DATE: 08/13/2014 APPROVED BY:</p>	
<p>NO. _____</p>		<p>NO. _____</p>	
<p>BY _____</p>		<p>BY _____</p>	
<p>DATE _____</p>		<p>DATE _____</p>	
<p>REVISIONS</p>		<p>REVISIONS</p>	
<p>B ISSUED FOR BIDDING SUBMITTAL COR. (S-57) (S-57)</p>		<p>B ISSUED FOR BIDDING SUBMITTAL COR. (S-57) (S-57)</p>	
<p>A ISSUED FOR BIDDING SUBMITTAL COR. (S-57) (S-57)</p>		<p>A ISSUED FOR BIDDING SUBMITTAL COR. (S-57) (S-57)</p>	

NOTE:
UTILITIES ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION. GOODBEE AND ASSOCIATES MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND FOR THE ACCURACY OF THE UTILITIES SHOWN AND PROPOSED. EXECUTED WORK ORDER AND NO COMPACT DOCUMENTS SHALL GOVERN FINAL DISPOSITION OF UTILITIES.

DWG No. UJ-204

USER: jld Date: 2/20/2015 1:11:07 PM

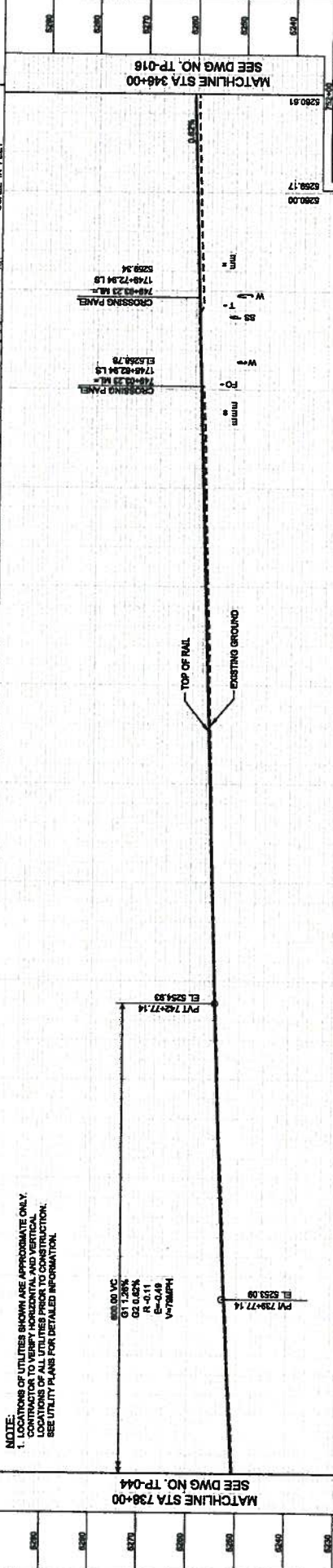
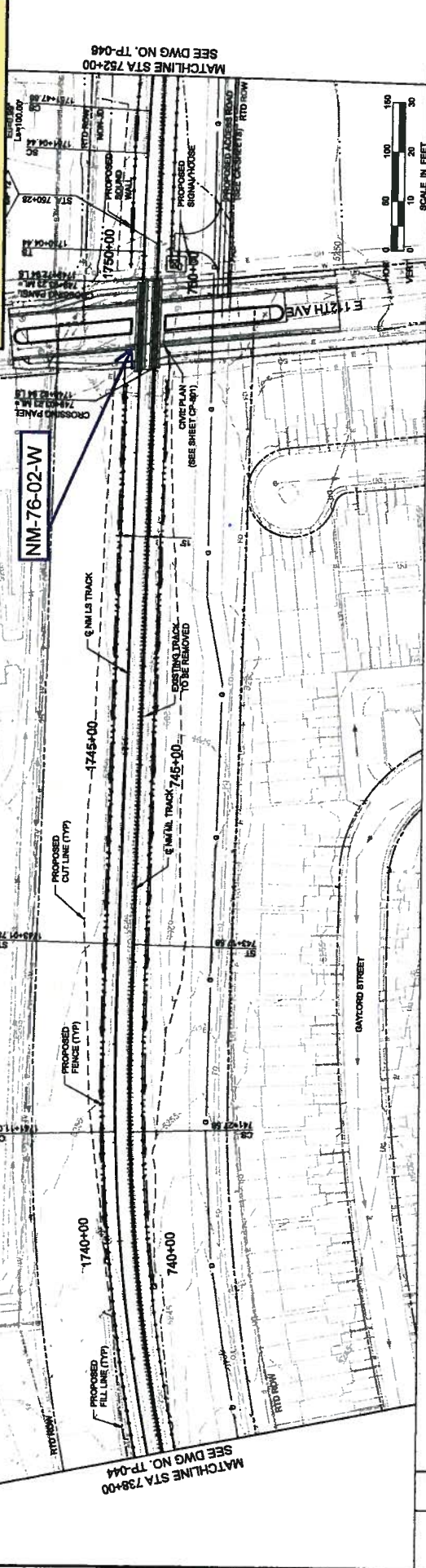
Description	Total Direct Cost	OH&P Markup %	Total OH&P	Design Cost %	Total Design Cost	OH&P Design Markup %	Total OH&P on Design	Total Construction and Design Cost
NM-76-02-W (112th Ave)	\$42,707.66	12.5%	\$5,338.46	11%	\$4,697.84	7.5%	\$352.34	\$53,096.30

Notes:

- Overhead and Profit (OH&P) markup on direct cost at 12.5% and OH&P markup on design at 7.5% is per our contract with RRP.
- Design Costs are calculated at 11% of total direct cost. This is a North Metro Rail Line standard for calculating desging costs.

**NM-76-02-W CITY OF NORTHGLENN
WORK ORDER COST ESTIMATE
SECTION C, EXHIBIT 3
PAGE 1 OF 1**

**NIM-76-02-W CITY OF NORTHGLENN
WORK ORDER TRACK P&P EXHIBIT
SECTION C, EXHIBIT 5
PAGE 1 OF 3**



**PRELIMINARY
NOT FOR
CONSTRUCTION**

RD FasTracks
North Metro
Rail Line
GENERAL TRANSPORTATION DISTRICT
DENVER, COLORADO 80202
(303) 733-3000

Stantec

RPP
REGIONAL RAIL PARTNERS
REGIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

DATE: 12/18/2014
DATE: 01/14/2015
DATE: 01/14/2015
DATE: 01/14/2015

DESIGNED BY: DKC
CHECKED BY: RS
DATE: 12/18/2014
DATE: 12/18/2014

SCALE: 1"=100'
VERT. SCALE: 1"=20'

3000 SOUTH COLORADO BOULEVARD
SUITE 400
DENVER, COLORADO 80202
(303) 733-3000

REVISIONS

NO.	BY	DATE
B	BT	01/29/2015
A	BT	01/14/2015

ISSUED FOR RFP SUBMITTAL, CDR# 03-037-05.03
ISSUED FOR RFP SUBMITTAL, CDR# 03-030-03.03

USER: RTD
1/22/2015 3:35:11 PM NIM-76-02-W-18.Plotter.dwg

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

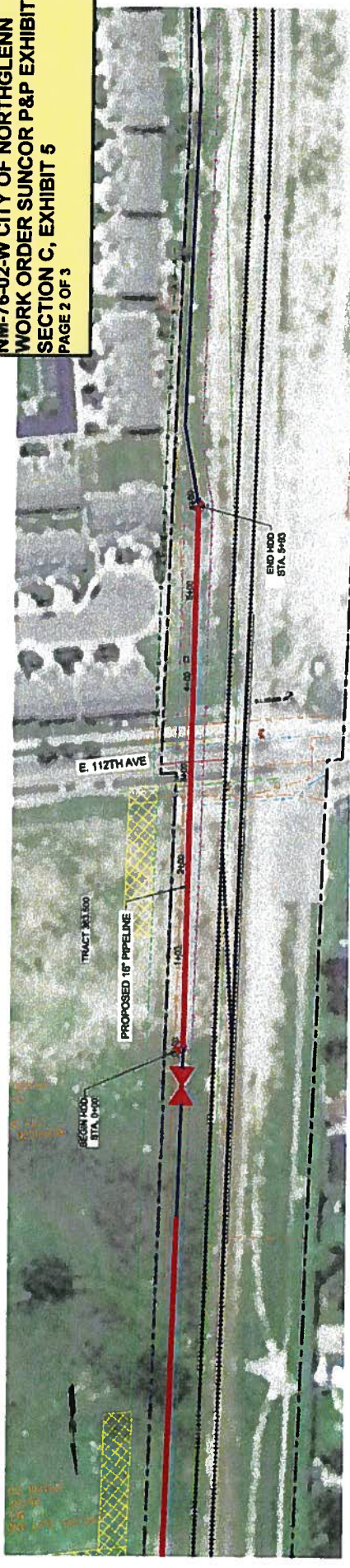
SEE DWG NO. TP-044
MATCHLINE STA. 738+00

SEE DWG NO. TP-044
MATCHLINE STA. 738+00

SEE DWG NO. TP-016
MATCHLINE STA. 348+00

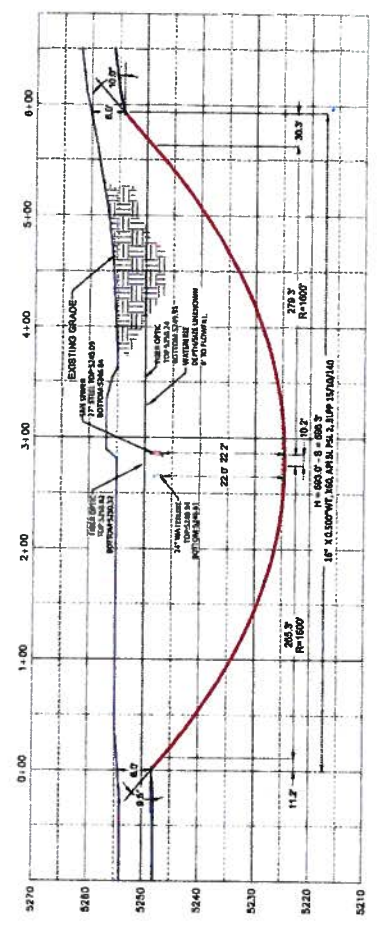
SEE DWG NO. TP-048
MATCHLINE STA. 752+00

DWG No. TP-045



PLAN VIEW
 SCALE: 1" = 50'

- 5+00 HDD EXT
- END HDD STA. 4+83
- 3+43 SIDEWALK
- 3+51 SIDEWALK
- 3+30 ROAD ASPHALT
- 3+32 ROAD ASPHALT
- 3+13 CL. E. 112TH AVE
- 2+90 ROAD ASPHALT
- 2+86 CL. SANITARY SEWER
- 2+78 UG COMMUNICATIO
- 2+85 CL. WATER PIPE
- 0+00 HDD ENTRANCE



PROFILE VIEW
 SCALE: HORIZ: 1" = 50' VERT: 1" = 10'
 SCALE: 24X38 FORMAT

- PROPOSED SUNCOR 16" PIPE, INE
- PROPOSED HDD
- HDD ENTRANCE / EXIT
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE

- NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTHGLENN AND THE STATE OF CALIFORNIA.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTHGLENN AND THE STATE OF CALIFORNIA.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTHGLENN AND THE STATE OF CALIFORNIA.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTHGLENN AND THE STATE OF CALIFORNIA.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTHGLENN AND THE STATE OF CALIFORNIA.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTHGLENN AND THE STATE OF CALIFORNIA.

NO.	DATE	BY	DESCRIPTION
1	01/13/23	...	...
2	01/13/23	...	...
3	01/13/23	...	...
4	01/13/23	...	...
5	01/13/23	...	...
6	01/13/23	...	...

SUNCOR
 ROCKY MOUNTAIN CRUDE SYSTEM EXPANSION
 E. 112TH AVE. HDD (MP 24.10)

CH2M HILL

**EXHIBIT B
FORM OF UTILITY WORK ORDER**

Owner: City of Northglenn

URA No.: NM-76 Utility Identification No.: NM-76-02-SS

Work Order No.: NM-76-02-SS Work Order Revision No.: 0

Work Breakdown Structure No.: NM.A.090.N.3.000 P6 Activity ID: CN-G3-73710

LOCATION: Crosses NM Track on the North Side of 112th Avenue
Station: 749+00 to 750+00 Utility Sheet: UJ-204

DESCRIPTION:
Perform design and construction for the casing extension of the 27" force main and associated appurtenances, as shown on the attached drawings.

OPERATING RIGHTS:
UPRR LA #Unknown

DESIGN No Design Required

Performing Party RTD Owner: RTD Contractor(RRP)

Responsible Party RTD Owner: Utility Owner(City of Northglenn)

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: \$ 4,320.00 Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

CONSTRUCTION No Construction Required

Performing Party RTD Owner: RTD Contractor(RRP)

Responsible Party RTD Owner: Utility Owner(City of Northglenn)

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: \$ 41,096.00 Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

CONSTRUCTION INSPECTION No Construction Inspection Required

Performing Party RTD Owner: Utility Owner(City of Northglenn)

Responsible Party RTD Owner: Utility Owner(City of Northglenn)

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

PROPERTY ACQUISITION No Property Acquisition Required

Performing Party RTD Owner: _____

Responsible Party RTD Owner: _____

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

SCHEDULE (THIS WORK ORDER ONLY)

<u>Design</u>		<u>Construction</u>	
Start Date:	November 7, 2014	Start Date:	April 24, 2015
Completion Date:	April 24, 2015	Completion Date:	April 24, 2016
Comments:			

CHANGE ORDER

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

RTD Representative _____ Date _____

WORK ORDER TERMS AND CONDITIONS

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

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

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

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

Owner: City of Northglenn
By: _____
Print Name: David Willett
Title: Public Works Director
Date: _____

RTD Project Contractor: Regional Rail Partners
By: _____
Print Name: David Trent
Title: Project Director
Date: _____

RTD: Regional Transportation District
By: _____
Print Name: Ashland Vaughn
Title: Project Manager
Date: _____

EXHIBIT B

FORM OF UTILITY WORK ORDER (cont.)

Utility Identification No.: **NM-76-02-SS**

SECTION A

SCOPE

SECTION B

REQUIRED PERMITS

Permit Type

Permit Responsibility

City of Northglenn Improvement Permit

RTD Contractor(RRP)

City of Northglenn Storm Water Quality Permit

RTD Contractor(RRP)

Adams County Improvement Permit

RTD Contractor(RRP)

Adams County Stormwater Quality Permit

RTD Contractor(RRP)

SECTION C

LIST OF ATTACHMENTS

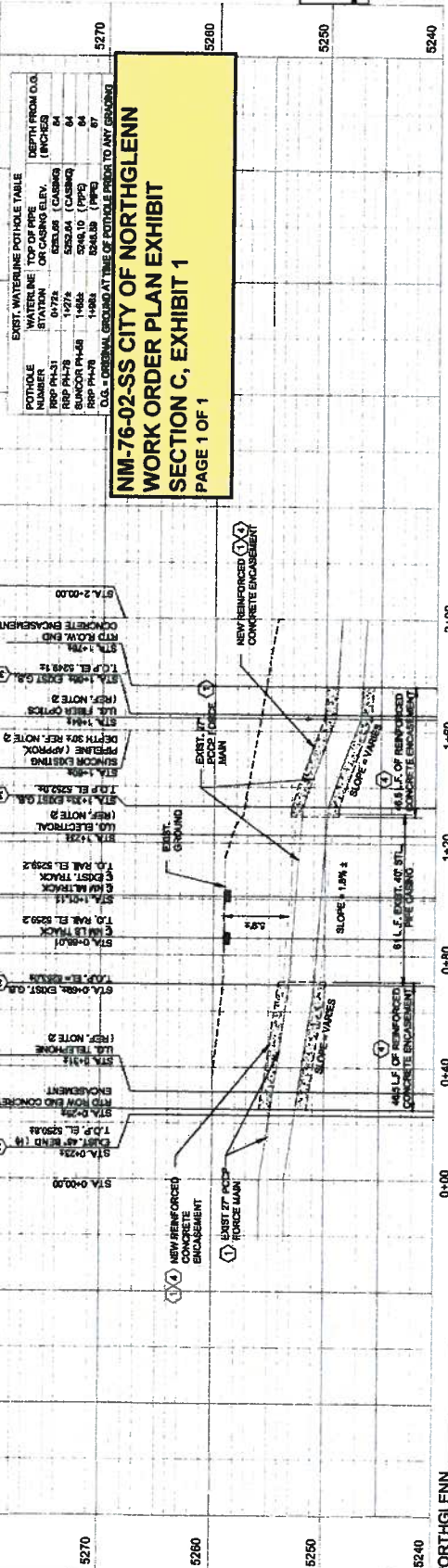
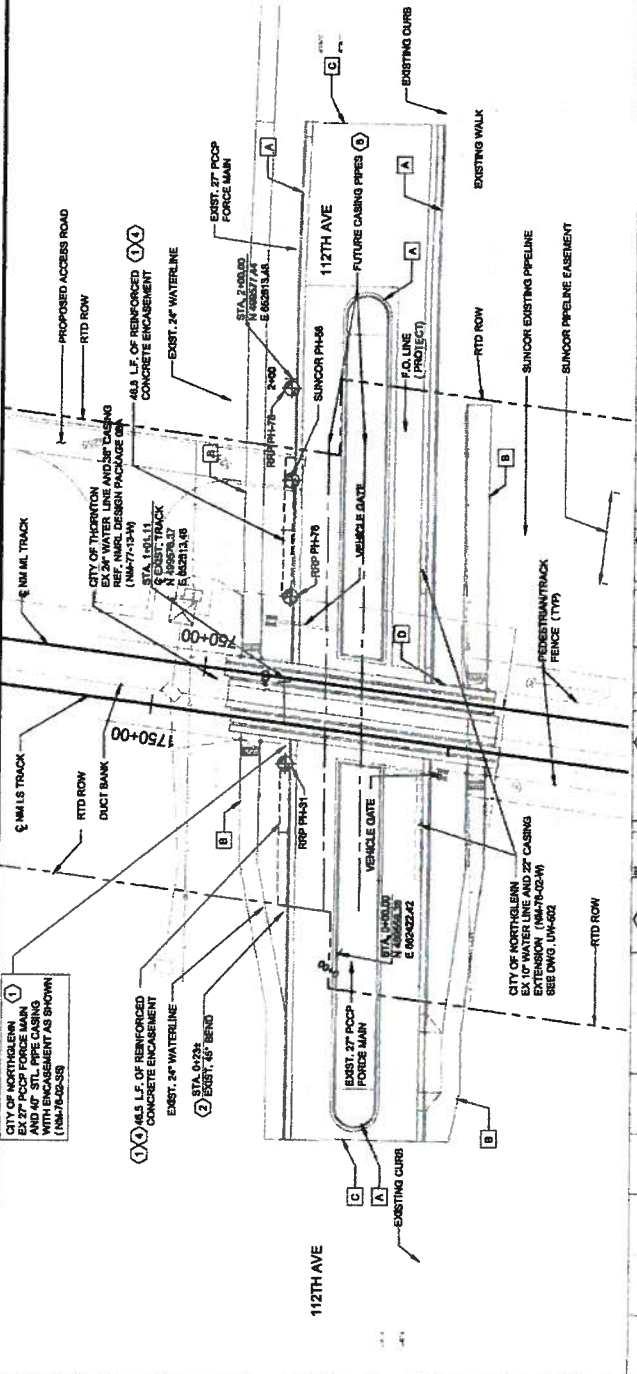
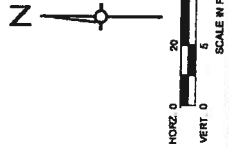
- | | | |
|-------------------------------------|-------------------------------|---|
| <input checked="" type="checkbox"/> | Exhibit 1: Owner Design Sheet | <u>Ref: RFC NM Rail Line Dated 04/24/2015, Sheet US-503</u> |
| <input checked="" type="checkbox"/> | Exhibit 2: RTD Design Sheet: | <u>Ref: 90% NM Rail Line Utilities Dated 01/23/2015, Sheet UJ-204</u> |
| <input checked="" type="checkbox"/> | Exhibit 3: Cost Estimate | <u>REF: RTD Cost Estimate Dated 5/20/15</u> |
| <input type="checkbox"/> | Exhibit 4: Property Rights: | <u>Ref: UPRR LA # Unknown</u> |
| <input checked="" type="checkbox"/> | Exhibit 5: Other: | <u>- 90% NM Rail Line Track P&P Dated 01/23/2015, Sheet TP-045</u>
<u>-Suncor CH2M Hill Rocky Mountain Crude System Expansion Dated 12/12/13, Sheet C-216</u>
<u>-Suncor CH2M Hill Mainline Alignment Dated 12/12/13, Sheet AL-24</u> |

GENERAL NOTES

1. REFERENCE GENERAL NOTES AND PROJECT SPECIFIC NOTES ON DWG US-601.
2. LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO STARTING CONSTRUCTION.
3. REFORSE EXISTING GROUND SURFACE AND RE-PAVE EXISTING ASPHALT PAVING AND EXISTING SIDEWALKS AND CURBS. PROVIDE COORDINATE WITH MARL DESIGN PACKAGES FOR PROPOSED MARL ROADWAY IMPROVEMENTS.
4. COORDINATE CONSTRUCTION SCHEDULE PER SPECIFICATIONS.
5. PROVIDE TRAFFIC CONTROL PER CITY OF NORTHGLENN AND CITY OF THORNTON REQUIREMENTS.
6. REFERENCE MARL DESIGN PACKAGE OR FOR EROSION CONTROL NOTES.

NOTED NOTES

1. CONSTRUCT REINFORCED CONCRETE EXISTING 24" WATER LINE AND 48" STIL PIPE CASING WITH ENCASEMENT AS SHOWN (NIM-76-02-58)
2. CITY OF NORTHGLENN EX 24" WATER LINE AND 48" STIL PIPE CASING WITH ENCASEMENT AS SHOWN (NIM-76-02-58)
3. STA. 0+224 EXIST. 24" BEND
4. 48" L.F. OF REINFORCED CONCRETE ENCASEMENT EXIST. 24" WATERLINE
5. STA. 0+224 EXIST. 24" BEND
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**NIM-76-02-SS CITY OF NORTHGLENN
WORK ORDER PLAN EXHIBIT
SECTION C, EXHIBIT 1
PAGE 1 OF 1**

EXIST. WATERLINE POTABLE TABLE

POTABLE NUMBER	WATERLINE STATION	TOP OF PIPE ELEV.	DEPTH FROM O.G. (INCHES)
RRP PH-31	0+724	5252.84	54
RRP PH-78	1+274	5252.84	54
SUNCOOR PH-48	1+484	5249.10	54
SUNCOOR PH-18	1+684	5248.30	57

O.G. = GENERAL GROUND AT TIME OF POTABLE PRIOR TO ANY GRADING

RFC
04/29/2015

QUALITY ASSURANCE
CALIFORNIA LICENSED
1-800-922-1987 or 811
2015-04-24 11:19 AM

Stantec

ISSUED FOR CONSTRUCTION

04/29/2015

BY: PS DATE: 04/29/2015

REVISIONS

NORTH METRO RAIL LINE

SANITARY SEWER PLAN & PROFILE

TRACK STA. 749+73

(NIM-76-02-SS)

FastTracks

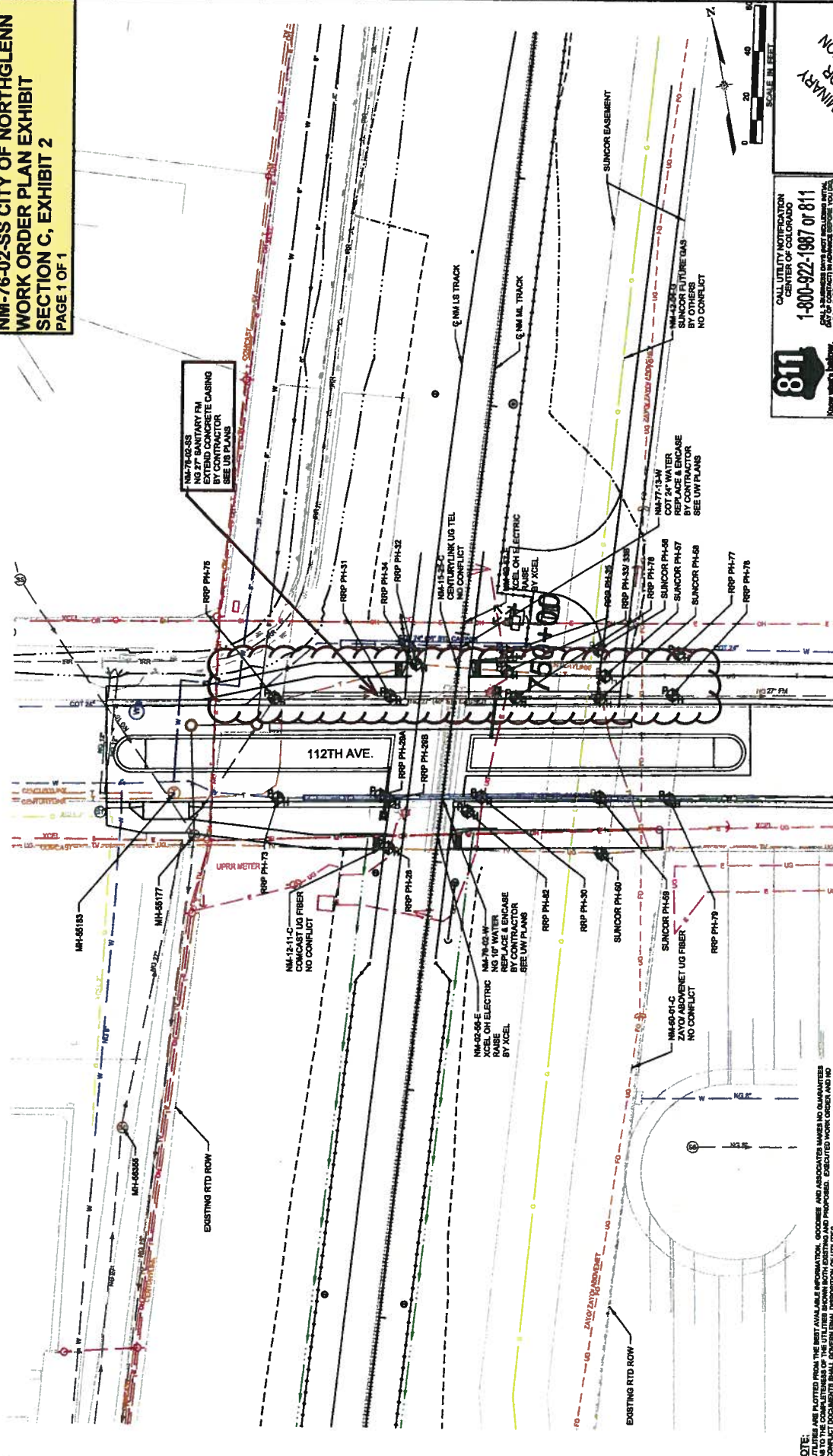
North Metro Rail Line

REGIONAL RAIL PARTNERS

R.P.P.

REGIONAL RAIL PARTNERS

**NM-76-02-SS CITY OF NORTHGLENN
WORK ORDER PLAN EXHIBIT
SECTION C, EXHIBIT 2
PAGE 1 OF 1**



811
 CALL 811 FOR UTILITY NOTIFICATION
 CALIFORNIA UTILITY LOCATOR
 1-800-922-9877 or 811
 811 numbers have not included areas
 outside of the state of California
 C&T follows your dig

**NORTH METRO RAIL LINE
UTILITIES
DETAIL UTILITY PLAN
112TH AVE.**

RTD FasTracks
 North Metro
 Rail Line
 112th Avenue Station
 112th Avenue Station
 112th Avenue Station

**GOODBEE
& ASSOCIATES, INC.**



NOTE:
 1. THIS PLAN IS PLOTTED FROM THE BEST AVAILABLE INFORMATION. GOODBEE AND ASSOCIATES MAKES NO GUARANTEES
 AS TO THE COMPLETENESS OF THE UTILITY RECORD INFORMATION AND PROPOSED CONSTRUCTION. EXERCISE YOUR OWN JUDGMENT
 AND VERIFY ALL INFORMATION. CONFLICT DOCUMENTS SHALL GOVERN FINAL DISPOSITION OF UTILITIES.

NO.	REVISIONS	BY	DATE
B	ISSUED FOR BPA SUBMITTAL. CORN. 03-07-2017	BNL	03/07/2017
A	ISSUED FOR BPA SUBMITTAL. CORN. 03-08-2017	BNL	03/08/2017

DATE: 03/07/2017
 DATE: 03/08/2017
 DATE: 03/07/2017
 DATE: 03/08/2017

SCALE IN FEET
 0 20 40
 PRELIMINARY
 NOT FOR
 CONSTRUCTION
 DWG No. LU-204

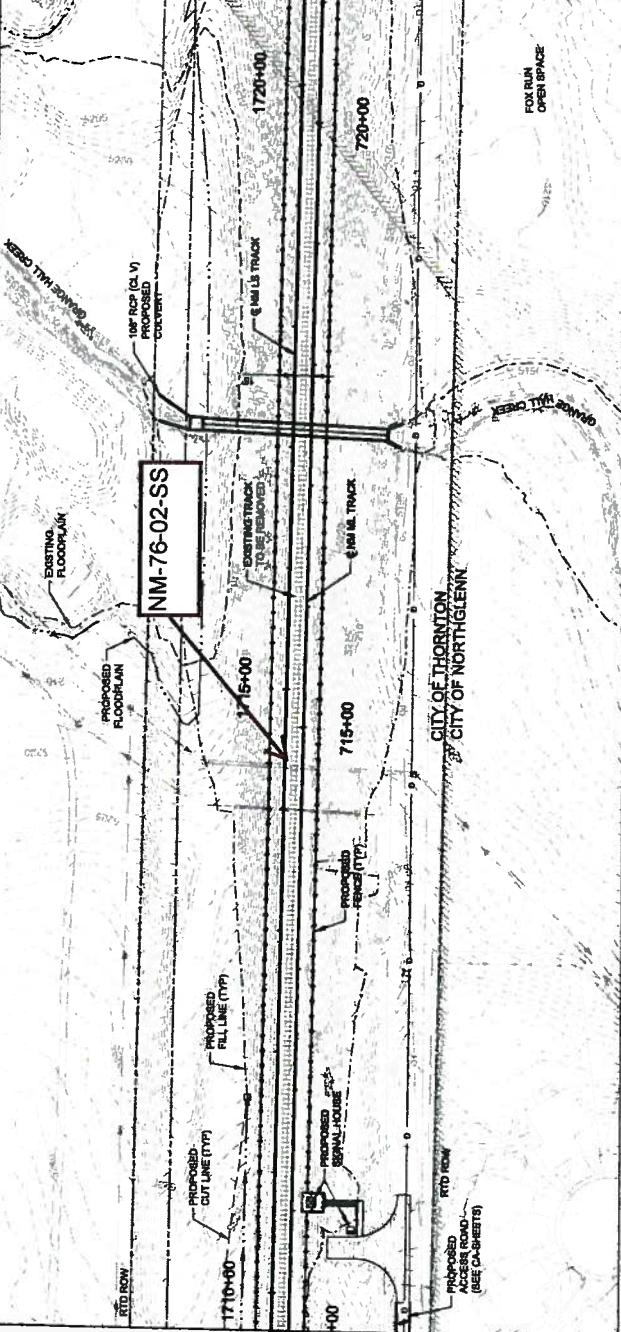
Description	Total Direct Cost	OH&P Markup %	Total OH&P	Design Cost %	Total Design Cost	OH&P Design Markup %	Total OH&P on Design	Total Construction and Design Cost
NM-76-02-SS (112th Ave)	\$36,529.95	12.5%	\$4,566.24	11%	\$4,018.29	7.5%	\$301.37	\$45,415.86

Notes:

- Overhead and Profit (OH&P) markup on direct cost at 12.5% and OH&P markup on design at 7.5% is per our contract with RRP.
- Design Costs are calculated at 11% of total direct cost. This is a North Metro Rail Line standard for calculating desging costs.

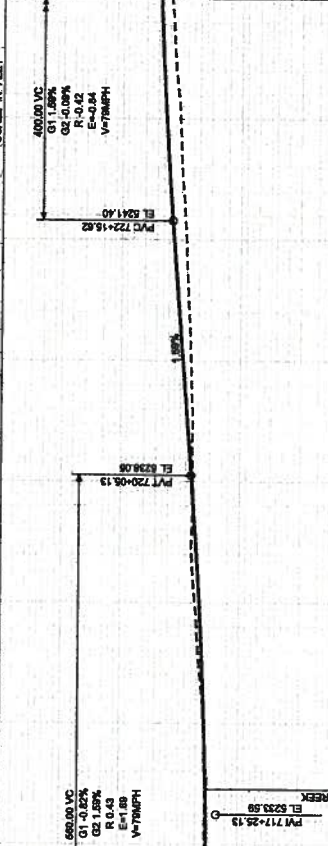
**NM-76-02-SS CITY OF NORTHGLENN
 WORK ORDER COST ESTIMATE
 SECTION C, EXHIBIT 3
 PAGE 1 OF 1**

**NM-76-02-SS CITY OF NORTHGLENN
WORK ORDER TRACK P&P EXHIBIT
SECTION C, EXHIBIT 5
PAGE 1 OF 3**



NM-76-02-SS

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



**PRELIMINARY
NOT FOR
CONSTRUCTION**

STATION	ELEVATION
710+00	6227.26
711+00	6227.19
712+00	6227.06
713+00	6227.14
714+00	6226.25
715+00	6226.83
716+00	6226.49
717+00	6226.01
718+00	6225.19
719+00	6225.87
720+00	6225.19
721+00	6225.19
722+00	6225.19
723+00	6225.19
724+00	6225.19

ND FasTracks
North Metro Rail Line

Stantec

DATE: 01/11/2016
SCALE: 1"=100'
VERT. SCALE: 1"=20'

RFP
REGIONAL RAIL PARTNERS

DATE: 12/18/2014
SCALE: 1"=100'
VERT. SCALE: 1"=20'

NO.	REVISIONS	BY	DATE
B	ISSUED FOR RFP SUBMITTAL. CONC. 03-037.06.03	BT	01/22/2015
A	ISSUED FOR RFP SUBMITTAL. CONC. 03-036.06.03	BT	08/10/2014

USER: WORK

2/9/2015 6:21:37 PM NM-1-TP-043-P118_P119.Plot

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

MD FasTracks
North Metro Rail Line

308 SOUTH COLORADO BOULEVARD
SUITE 2-300
DENVER, COLORADO 80202
(303) 733-8800

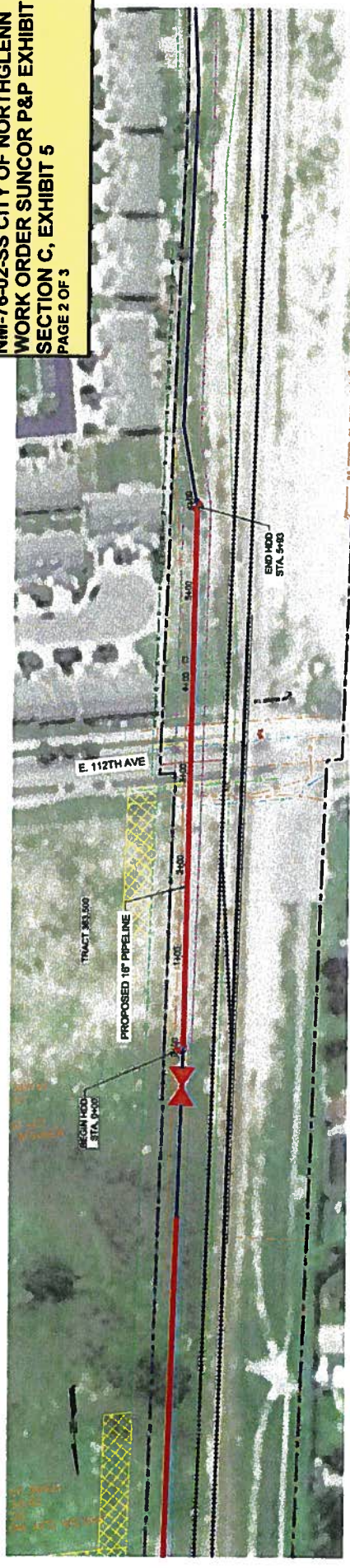


NO.	REVISIONS	BY	DATE
B	ISSUED FOR RFP SUBMITTAL. CONC. 03-037.06.03	BT	01/22/2015
A	ISSUED FOR RFP SUBMITTAL. CONC. 03-036.06.03	BT	08/10/2014

USER: WORK

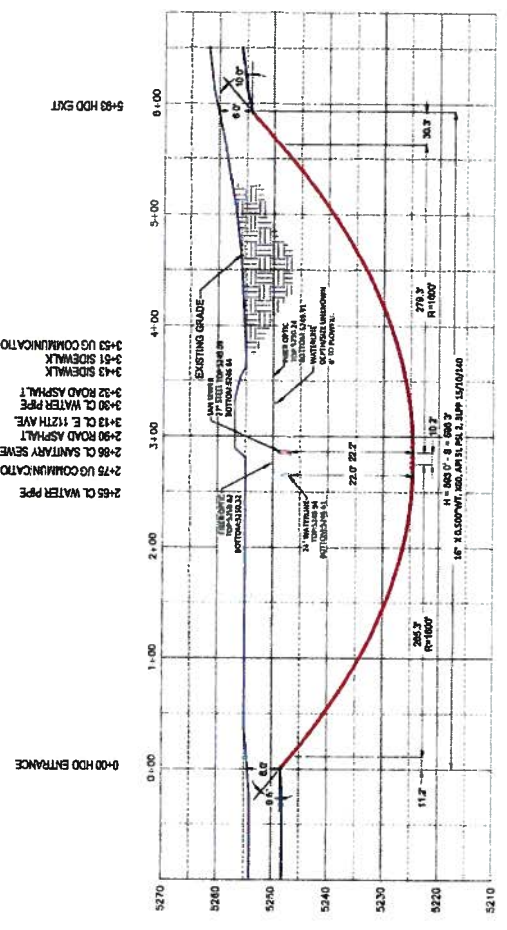
2/9/2015 6:21:37 PM NM-1-TP-043-P118_P119.Plot

DWG No. TP-043



PLAN VIEW
 SCALE: 1" = 50'

- 0+00 HDD ENTRANCE
- 2+65 CL WATER PIPE
- 2+75 US COMMUNICATION
- 2+86 CL SANITARY SEWER
- 2+90 ROAD ASPHALT
- 3+13 CL E 112TH AVE
- 3+32 ROAD ASPHALT
- 3+43 SIDEWALK
- 3+61 SIDEWALK
- 3+83 US COMMUNICATION
- 5+83 HDD EXIT



PROFILE VIEW
 SCALE: HORIZ: 1" = 50' VERT: 1" = 10'
 SCALE: 24X36 FORMAT

LEGEND

- PROPOSED SUNCOR 16" PIPE, INF
- PROPOSED HDD
- HDD ENTRANCE / EXIT
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE

NOTES

1. SUNCOR'S PROPOSED 16" PIPE LINE IS SHOWN IN RED. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED.
2. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED.
3. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED.
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5. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED.
6. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED. THE PROPOSED 16" PIPE LINE IS SHOWN IN RED.

REVISIONS

NO.	DATE	BY	APP.	DESCRIPTION
01/21/23	01/21/23	01/21/23	01/21/23	01/21/23

DATE PLOTTED: 01/21/23
SCALE: 24X36
PROJECT: ROCKY MOUNTAIN CRUDE SYSTEM EXPANSION
LOCATION: E. 112TH AVE. HDD (MP 24.10)
DRAWN BY: C-216
CHECKED BY: C-216

**EXHIBIT B
FORM OF UTILITY WORK ORDER**

Owner: City of Northglenn

URA No.: NM-76 Utility Identification No.: NM-76-01-W

Work Order No.: NM-76-01-W Work Order Revision No.: 0

Work Breakdown Structure No.: NM.A.090.N.3.000 P6 Activity ID: CN-G2-73670

LOCATION: Crosses NM Track on the North Side of 104th Avenue
 Station: 678+65 to 688+80 Utility Sheet: UJ-140

DESCRIPTION:
 Perform design and construction for the relocation of the 12" waterline, casing and associated appurtenances, as shown on the attached drawings.

OPERATING RIGHTS:
UPRR LA # 182106

DESIGN

No Design Required

Performing Party RTD Owner: RTD Contractor (RRP)

Responsible Party RTD Owner: Utility Owner (City of Northglenn)

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: \$ 11,225.00 Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

CONSTRUCTION

No Construction Required

Performing Party RTD Owner: RTD Contractor (RRP)

Responsible Party RTD Owner: Utility Owner (City of Northglenn)

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: \$ 106,796.00 Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

CONSTRUCTION INSPECTION

No Construction Inspection Required

Performing Party RTD Owner: Utility Owner (City of Northglenn)

Responsible Party RTD Owner: Utility Owner (City of Northglenn)

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

PROPERTY ACQUISITION

No Property Acquisition Required

Performing Party RTD Owner: _____

Responsible Party RTD Owner: _____

RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____

Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____

RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____

Comments _____

SCHEDULE (THIS WORK ORDER ONLY)

<u>Design</u>		<u>Construction</u>	
Start Date:	<u>November 7, 2014</u>	Start Date:	<u>April 24, 2015</u>
Completion Date:	<u>April 24, 2015</u>	Completion Date:	<u>April 24, 2016</u>
Comments:			

CHANGE ORDER

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

RTD Representative _____

Date _____

WORK ORDER TERMS AND CONDITIONS

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

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

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

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

Owner: City of Northglenn
By: _____
Print Name: David Willett
Title: Public Works Director
Date: _____

RTD Project Contractor: Regional Rail Partners
By: _____
Print Name: David Trent
Title: Project Director
Date: _____

RTD: Regional Transportation District
By: _____
Print Name: Ashland Vaughn
Title: Project Manager
Date: _____

EXHIBIT B

FORM OF UTILITY WORK ORDER (cont.)

Utility Identification No.: **NM-76-01-W**

SECTION A SCOPE

(This section is currently blank.)

SECTION B REQUIRED PERMITS

<u>Permit Type</u>	<u>Permit Responsibility</u>
<u>City of Thornton Improvement Permit</u>	<u>RTD Contractor (RRP)</u>
<u>City of Thornton Storm Water Quality Permit</u>	<u>RTD Contractor (RRP)</u>
<u>Adams County Improvement Permit</u>	<u>RTD Contractor (RRP)</u>
<u>Adams County Stormwater Quality Permit</u>	<u>RTD Contractor (RRP)</u>
<u> </u>	<u> </u>

SECTION C LIST OF ATTACHMENTS

<input checked="" type="checkbox"/>	Exhibit 1: Owner Design Sheet	Ref: RFC NM Rail Line Dated 04/24/2015, Sheet UW-501
<input checked="" type="checkbox"/>	Exhibit 2: RTD Design Sheet:	Ref: 90% NM Rail Line Utilities Dated 01/23/2015, Sheet UJ-140
<input checked="" type="checkbox"/>	Exhibit 3: Cost Estimate	REF: RTD Cost Estimate Dated 5/20/15
<input type="checkbox"/>	Exhibit 4: Property Rights:	Ref: UPRR LA # 182106
<input checked="" type="checkbox"/>	Exhibit 5: Other:	- 90% NM Rail Line Track P&P Dated 01/23/2015, Sheet TP-040 -Suncor CH2M Hill Rocky Mountain Crude System Expansion Dated 12/03/13, Sheet C235COTRR -Suncor CH2M Hill Mainline Alignment Dated: 12/12/13, Sheet AL-25

- NOTED NOTES:**
- REMOVE AND/OR FLOW FILL OF FLASH CUTTING 12" PIPE AND 2" CASING WHERE SHOWN.
 - INSTALL NEW 12" WATER LINE AND 2" CASING WHERE SHOWN.
 - NEW WATER LINE CONSTRUCTION SHALL BE COMPLETED AND APPROVED BEFORE START OF CONSTRUCTION AND SCHEDULE SEQUENCE OF CONSTRUCTION TO LIMIT THE EFFECT OF WATER SERVICE TO THE CITY OF NORTHGLENN. COORDINATE SCHEDULING WITH CITY OF NORTHGLENN PUBLIC WORKS DEPARTMENT.
 - ALIGN NEW PIPE PARALLEL WITH EXISTING CURB LINE MINIMUM 12" FROM EXISTING SANITARY SEWER.
 - DETERMINE PIPE TYPE AND SIZE AND LOCATION PRIOR TO STARTING CONSTRUCTION. ALL MATERIALS SHALL BE APPROVED BY THE CITY OF NORTHGLENN. JOINT DELECTION TO 1/2" OF PIPE MAXIMUM. PROVIDE RESTRAINED JOINT AT CONNECTION TO EXISTING PIPE.
 - INSTALL CASING USING OPEN TRENCH OR SHIELDING METHOD. SEE CASING DETAIL DWG UD-301.
 - SUNCOOR PH 04 SURFACE EL. 5223.87, T.O.P. E. 5228.87.
 - ERECTING FIRE HYDRANT INCLUDING LATERAL AND VALVE TO BE REMOVED AND REINSTALLED PER CITY OF NORTHGLENN REQUIREMENTS. SEE DETAIL DWG UD-503. FIELD VERIFY FINAL LOCATION.

- GENERAL NOTES:**
- REFERENCE GENERAL NOTES AND PROJECT SPECIFIC NOTES ON DWG UD-301.
 - LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO STARTING CONSTRUCTION.
 - RESTORE TO EXISTING GRADE, REPLACE EXISTING CONCRETE AND ASPHALT CURBS AND SIDEWALKS BY CONSTRUCTION. COORDINATE WITH CITY OF NORTHGLENN FOR PROPOSED IMPROVEMENTS.
 - COORDINATE CONSTRUCTION SCHEDULE PER SPECIFICATIONS.
 - PROVIDE TRAFFIC CONTROL PER CITY OF NORTHGLENN AND CITY OF THORNTON REQUIREMENTS.
 - REFERENCE M&E DESIGN PACKAGE 08 FOR EROSION CONTROL NOTES.

**NM-76-01-W CITY OF NORTHGLENN
WORK ORDER PLAN EXHIBIT
SECTION C, EXHIBIT 1
PAGE 1 OF 1**

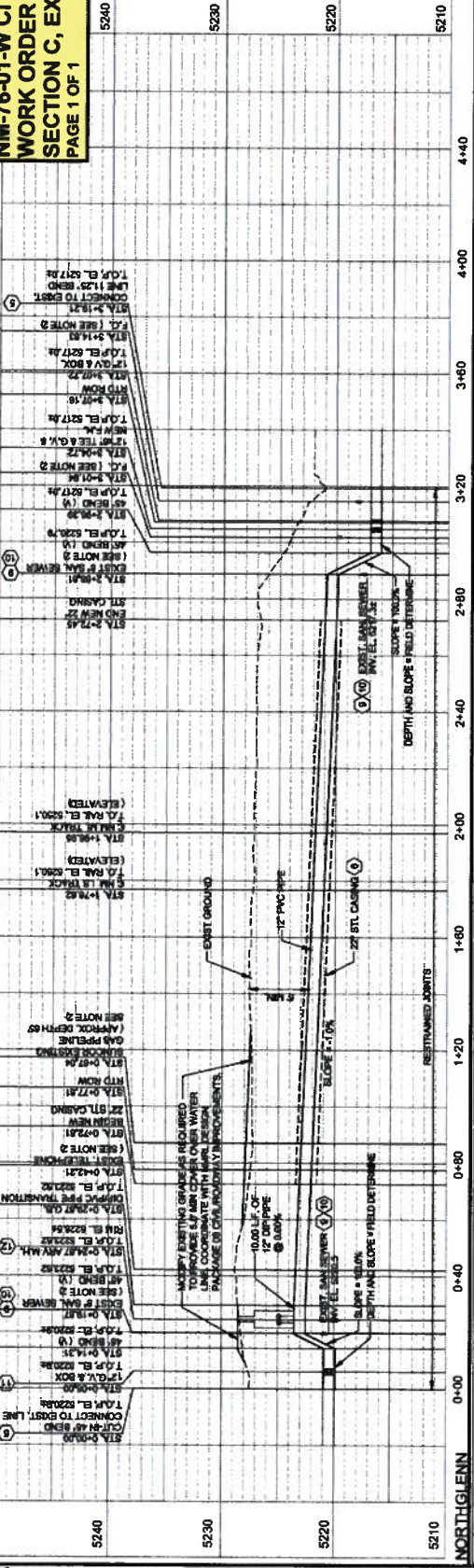
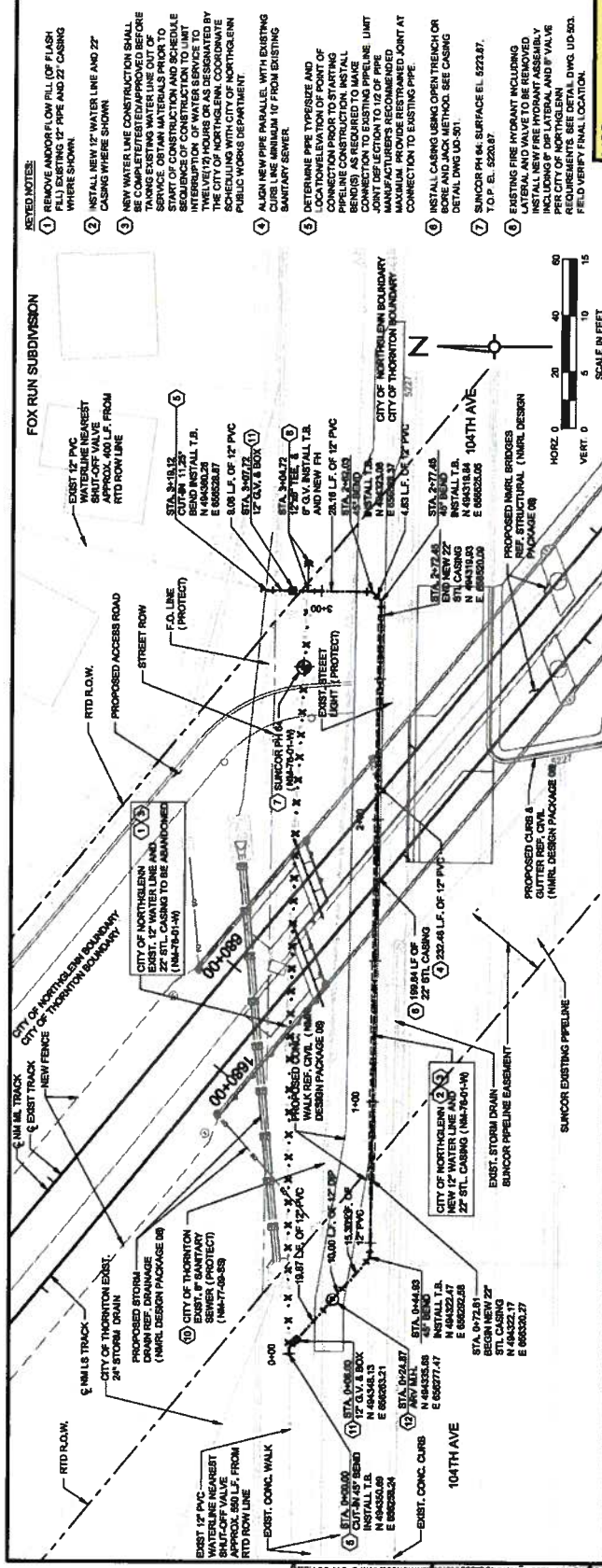
RFC
TMM
04/29/2015

CALL CITY REGISTRATION CENTER OF COLORADO
1-800-922-1987 or 811
24 HOURS A DAY
FOR INFORMATION ON HOW TO REPORT A PROBLEM OR REQUEST A SERVICE VISIT WWW.811.CO

811
CALL CITY REGISTRATION CENTER OF COLORADO
1-800-922-1987 or 811
24 HOURS A DAY
FOR INFORMATION ON HOW TO REPORT A PROBLEM OR REQUEST A SERVICE VISIT WWW.811.CO



DWG No. UW-501



NORTH METRO RAIL LINE
WATER PLAN & PROFILE
TRACK STA 678+65 TO 680+80
(NM-76-01-W)

RID North Metro Rail Line
10000, TRANSPORTATION DISTRICT
10000, TRANSPORTATION DISTRICT
CITY OF COLORADO

Stantec
10000, TRANSPORTATION DISTRICT
10000, TRANSPORTATION DISTRICT
CITY OF COLORADO

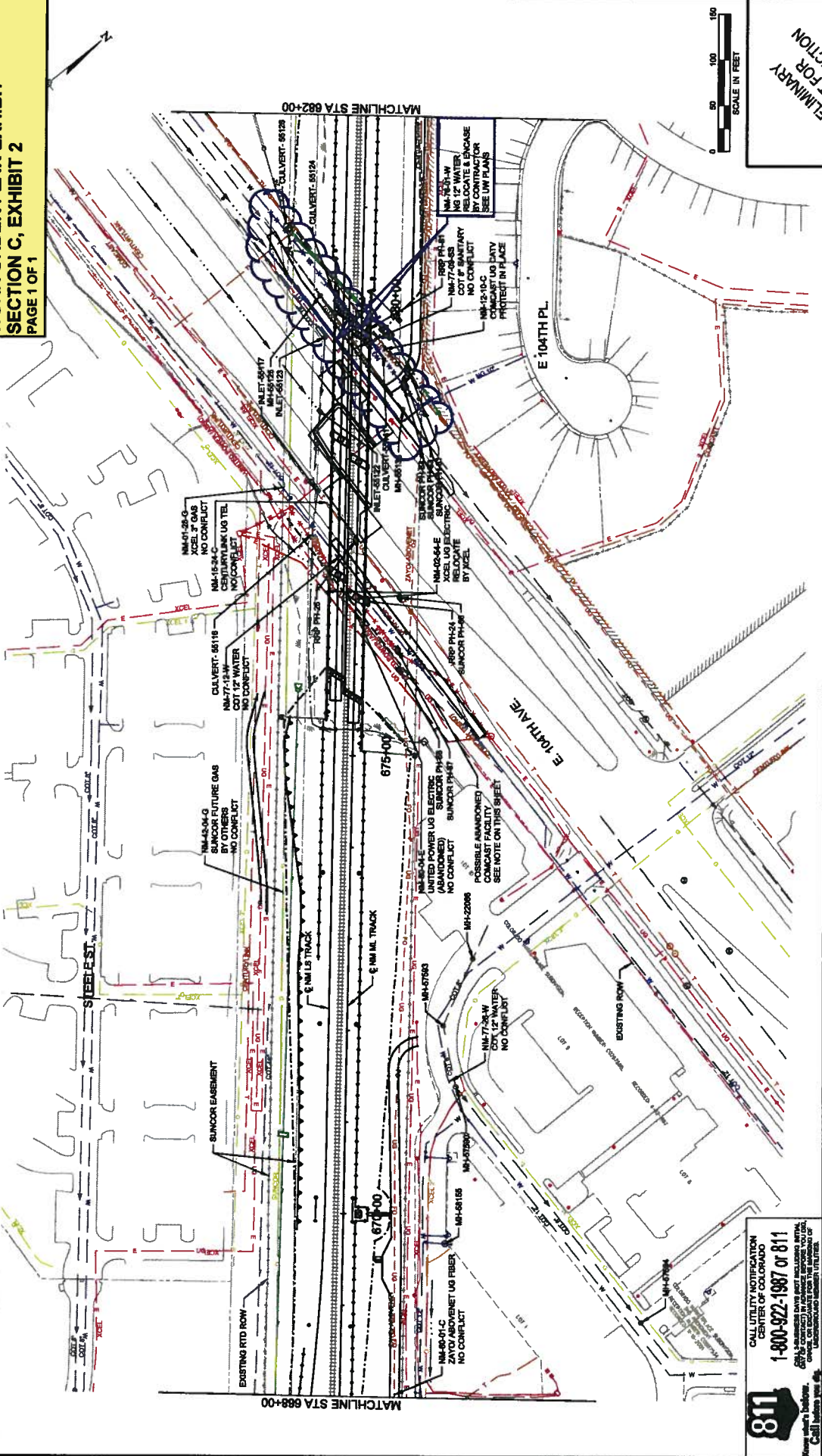
R&P REGIONAL RAIL PARTNERS
10000, TRANSPORTATION DISTRICT
10000, TRANSPORTATION DISTRICT
CITY OF COLORADO

NO.	REVISIONS	BY	DATE
0	ISSUED FOR CONSTRUCTION	PS	04/29/15

DESIGNED BY: REP DATE: 08/25/14 CHECKED BY: PS DATE: 04/29/15
 DRAWN BY: SUT DATE: 08/25/14 APPROVED BY: REP DATE: 04/29/15
 SCALE: 1"=40' HORIZ. SCALE: 1"=10' VERT. SCALE: 1"=10'

NM-76-01-W CITY OF NORTHGLENN
 WORK ORDER PLAN EXHIBIT
 SECTION C, EXHIBIT 2
 PAGE 1 OF 1

NOTE:
 THERE IS POTENTIALLY A CONFLICT ALONG THE SOUTH SIDE OF FACT AS SHOWN ON THIS
 PLAN. THIS FACILITY IS ABANDONED, BUT IF CONTRACTOR ENCOUNTERS THE FACILITY,
 THEY SHOULD CONTACT COMBUST TO VERIFY STATUS OF THE FACILITY.



PRELIMINARY
 NOT FOR
 CONSTRUCTION

DWG No. UJ-140

NORTH METRO RAIL LINE
 UTILITIES
 UTILITY PLAN
 STA 668+00 TO STA 682+00



NO.	REVISIONS	BY	DATE
B	ISSUED FOR RFP SUBMITTAL, CORN. 03-057, 06/01	SEL	07/25/15
A	ISSUED FOR RFP SUBMITTAL, CORN. 03-057, 06/01	SEL	07/16/14

DESIGNED BY: SEL DATE: 07/25/15
 CHECKED BY: SEL DATE: 07/25/15
 APPROVED BY: SEL DATE: 07/25/15
 PROJECT: TA DATE: 07/25/15
 SCALE: 1" = 100'
 VERT. SCALE: N/A

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



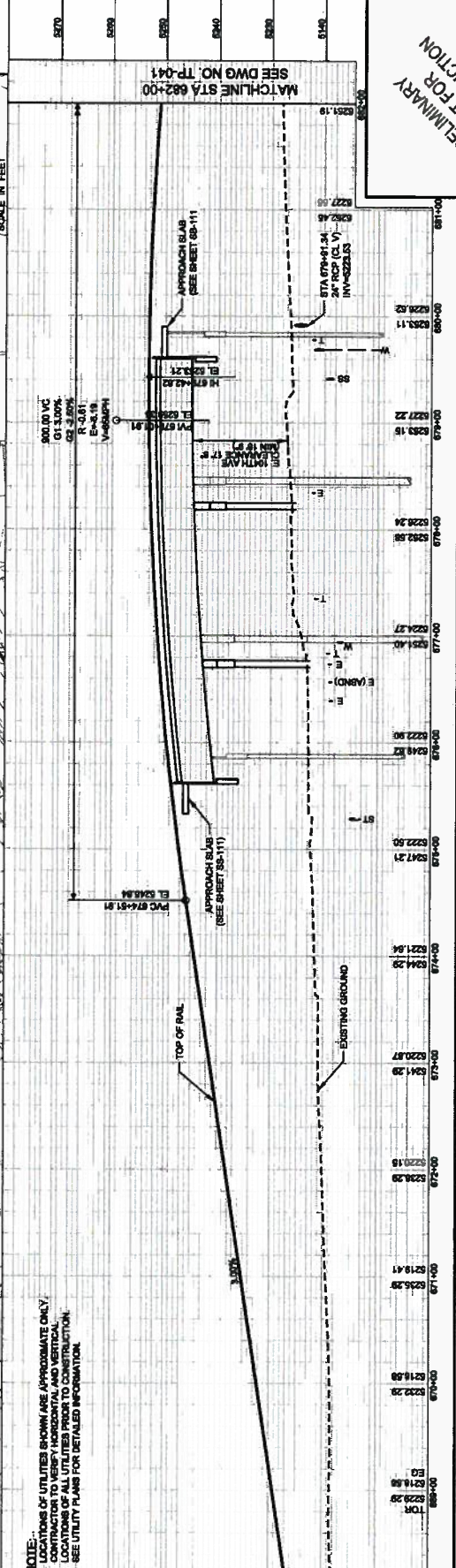
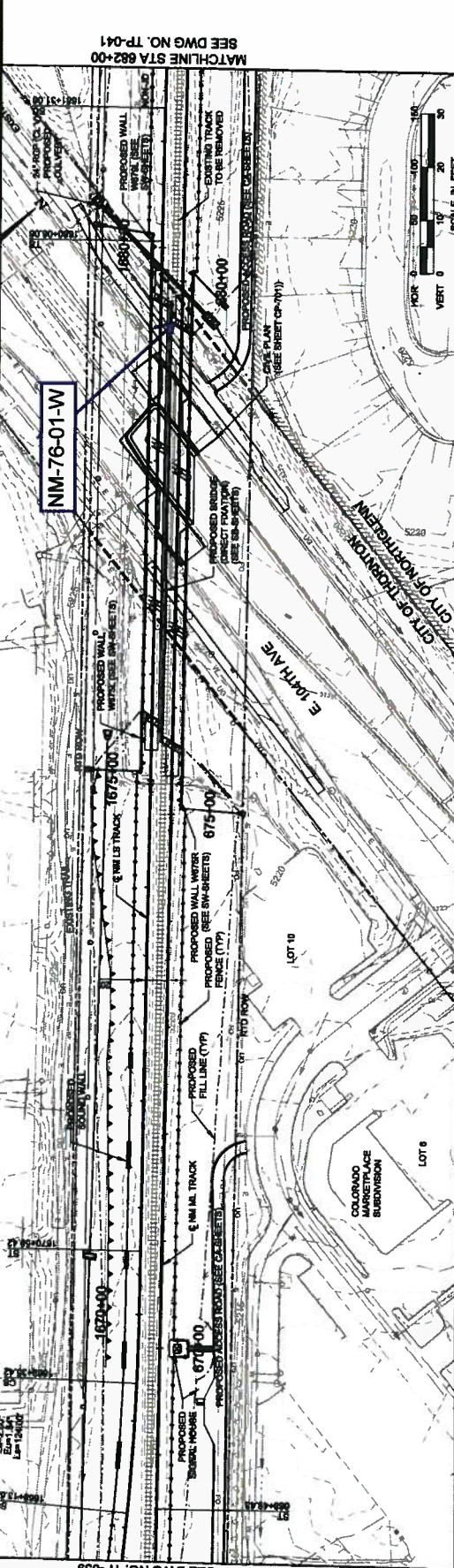
Description	Total Direct Cost	OH&P Markup %	Total OH&P	Design Cost %	Total Design Cost	OH&P Design Markup %	Total OH&P on Design	Total Construction and Design Cost
NM-76-01-W (104th Ave)	\$94,929.58	12.5%	\$11,866.20	11%	\$10,442.25	7.5%	\$783.17	\$118,021.20

Notes:

- Overhead and Profit (OH&P) markup on direct cost at 12.5% and OH&P markup on design at 7.5% is per our contract with RRP.
- Design Costs are calculated at 11% of total direct cost. This is a North Metro Rail Line standard for calculating desging costs.

**NM-76-01-W CITY OF NORTHGLENN
WORK ORDER COST ESTIMATE
SECTION C, EXHIBIT 3
PAGE 1 OF 1**

**NIM-76-01-W CITY OF NORTHGLENN
WORK ORDER TRACK P&P EXHIBIT
SECTION C, EXHIBIT 5
PAGE 1 OF 3**



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

MATCHLINE STA 668+00 SEE DWG NO. TP-039

MATCHLINE STA 682+00 SEE DWG NO. TP-041

SCALE IN FEET
HORIZ 1"=40'
VERT 1"=20'

STATIONING: 688+00, 689+00, 690+00, 691+00, 692+00, 693+00, 694+00, 695+00, 696+00, 697+00, 698+00, 699+00, 700+00

Stantec
REGIONAL RAIL PARTNERS

RPP
REGIONAL RAIL PARTNERS

FasTracks
North Metro Rail Line

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

DWG No. TP-040

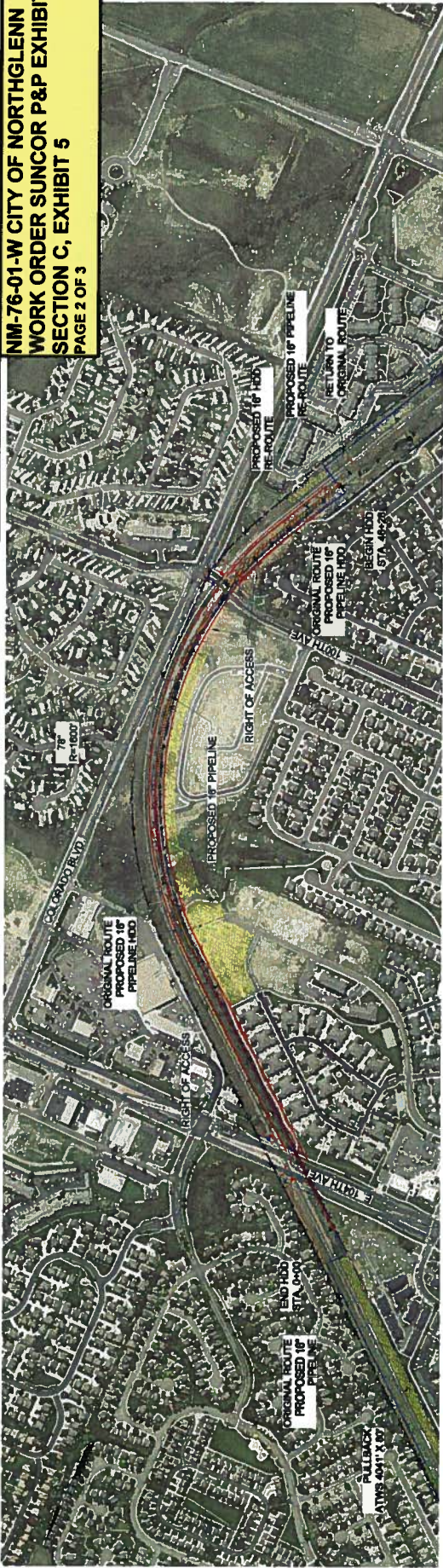
PRELIMINARY
NOT FOR
CONSTRUCTION

NO.	REVISIONS	DATE	BY
B	ISSUED FOR 60% SUBMITTAL COR. 04/27/03	04/28/03	BT
A	ISSUED FOR 60% SUBMITTAL COR. 04/28/03	04/28/03	BT

DESIGNED BY: DK DATE: 12/18/02
CHECKED BY: RS DATE: 12/18/02
APPROVED BY: BT DATE: 12/18/02

SCALE: 1"=100'
DATE: 01/14/2015

2015 2/20/15 4:44:32 PM NA-1-TP-040-P18_PWP/PD

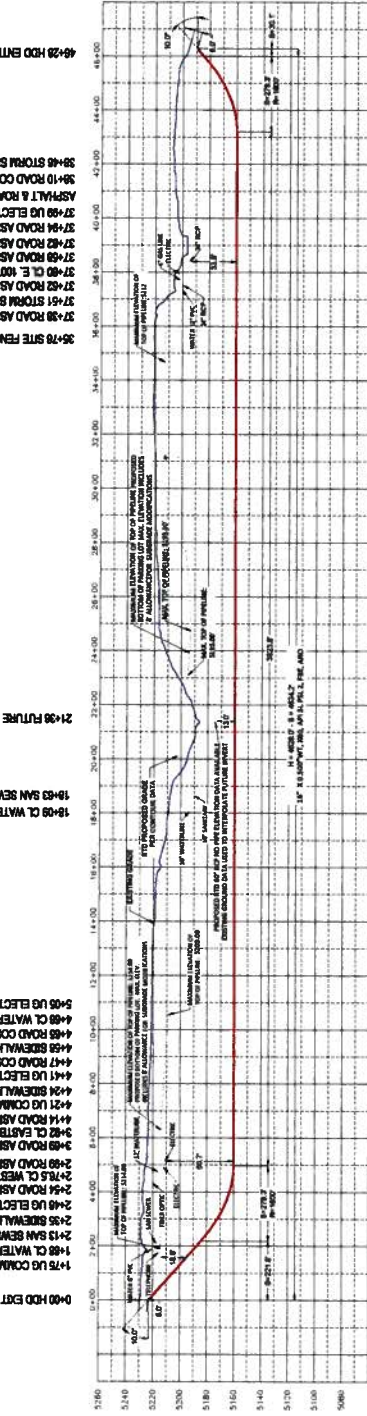


PLAN VIEW
 SCALE: 1" = 200'

35+78 SITE FENCE
 37+00 ROAD ASPHALT
 37+01 STORM SEWER PIPE
 37+02 ROAD ASPHALT
 37+03 CL. E. 10TH AVE
 37+04 ROAD ASPHALT
 37+05 ROAD ASPHALT & ROAD ASPHALT
 37+06 UG ELECTRIC & UG ELECTRIC & ROAD ASPHALT
 37+07 ROAD CONCRETE
 38+48 STORM SEWER PIPE
 46+28 HDD ENTRANCE

0+00 HDD EXT
 1+75 UG COMMUNICATIONS
 1+88 CL. WATER PIPE
 2+13 SAN SEWER PIPE
 2+35 SIDEWALK
 2+48 UG ELECTRIC
 2+54 ROAD ASPHALT
 2+56 CL. WESTBOUND E. 10TH AVE
 2+60 ROAD ASPHALT
 2+62 UG COMMUNICATIONS
 4+21 UG ELECTRIC
 4+24 SIDEWALK
 4+27 ROAD CONCRETE
 4+28 SIDEWALK
 4+29 ROAD CONCRETE
 4+30 UG ELECTRIC & SIDEWALK

19+09 CL. WATER PIPE
 21+08 FUTURE STORM SEWER
 21+09 UG ELECTRIC



PROFILE VIEW
 SCALE: HORIZ. 1" = 200' VERT. 1" = 40'
 SCALE FORMAT 24 X 36

NOTE: SURFACE CONTOURS AND RAILROAD TRACK LOCATION USED WERE PROVIDED BY THE REGIONAL TRANSPORTATION DISTRICT (RTD). UTILITY ELEVATIONS/LOCATIONS ARE APPROXIMATE. FIELD VERIFY LOCATIONS BEFORE ATTEMPTING HDD.

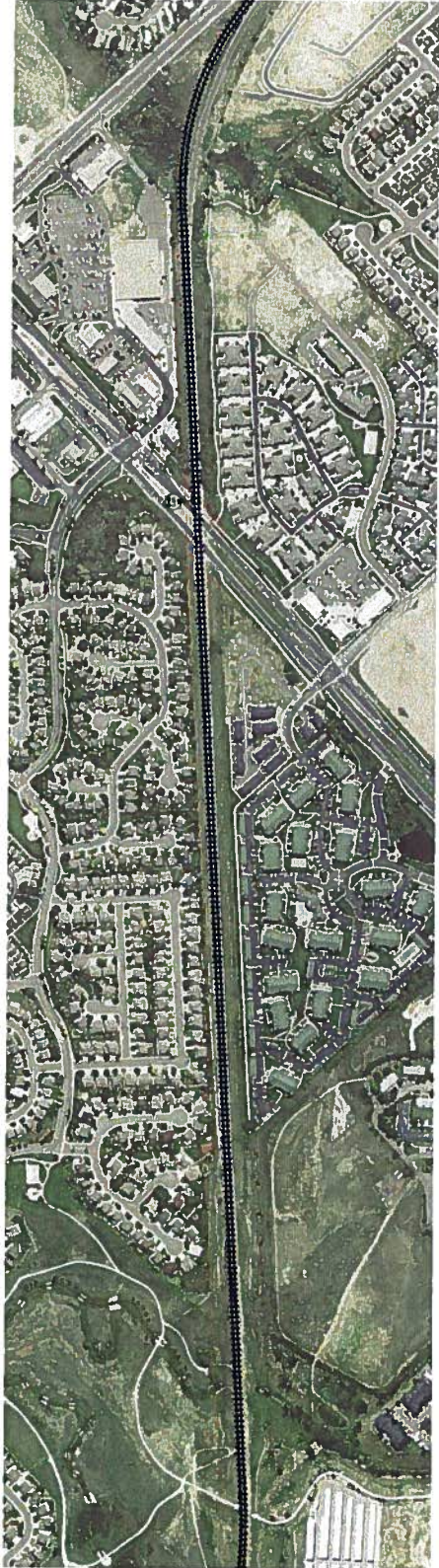
- LEGEND:
- PROPOSED SUNCOR 16" PIPELINE
 - PROPOSED SUNCOR 10" PIPELINE
 - PROPOSED HDD
 - PROPOSED BORE
 - BORE ENTRANCE / EXIT
 - PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - ADDITIONAL TEMPORARY WORKSPACE

- NOTES:
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
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 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORD THE LOCATION OF ALL UTILITIES IN THE FIELD.

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
2	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
3	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
4	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
5	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
6	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
7	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
8	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
9	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP
10	ISSUED FOR CITY OF NORTHGLENN RECORDATION	12/17/23	CP	CP

SUNCOR
 ENERGY

ROCKY MOUNTAIN CRUDE, SYSTEM EXPANSION
 PROPOSED RE-ROUTE 10TH AVE THROUGH 10TH AVE
 PROJECT NO. 2023-01-0001
 DATE: 12/17/23
 DRAWN BY: CP
 CHECKED BY: CP
 SCALE: AS SHOWN
 SHEET NO. C-350208-A



ERROR: undefined
OFFENDING COMMAND: image

STACK:

-dictionary-

**EXHIBIT B
FORM OF UTILITY WORK ORDER**

Owner: City of Northglenn
 URA No.: NM-76 Utility Identification No.: NM-76-01-SS
 Work Order No.: NM-76-01-SS Work Order Revision No.: 0
 Work Breakdown Structure No.: NM.A.090.N.3.000 P6 Activity ID: CN-G3-75490

LOCATION: Crosses NM Track on the Southeast Side of Grange Hall Creek.
Station: 714+00 to 715+00 Utility Sheet: UJ-143

DESCRIPTION:
Perform design and construction for the relocation of the 10" Sanitary Force Main and extension of the casing and associated appurtenances. as shown on the attached drawings.

OPERATING RIGHTS:
UPRR LA # 182452

DESIGN No Design Required
 Performing Party RTD Owner: RTD Contractor(RRP)
 Responsible Party RTD Owner: Utility Owner(City of Northglenn)
 RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____
 Owner pays RTD Lump Sum: \$ 13,102.00 Actual Cost Not to Exceed: _____
 RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____
 Comments _____

CONSTRUCTION No Construction Required
 Performing Party RTD Owner: RTD Contractor(RRP)
 Responsible Party RTD Owner: Utility Owner(City of Northglenn)
 RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____
 Owner pays RTD Lump Sum: \$ 124,648.00 Actual Cost Not to Exceed: _____
 RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____
 Comments _____

CONSTRUCTION INSPECTION No Construction Inspection Required
 Performing Party RTD Owner: Utility Owner(City of Northglenn)
 Responsible Party RTD Owner: Utility Owner(City of Northglenn)
 RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____
 Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____
 RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____
 Comments _____

PROPERTY ACQUISITION No Property Acquisition Required
 Performing Party RTD Owner: _____
 Responsible Party RTD Owner: _____
 RTD pays Owner Lump Sum: _____ Actual Cost Not to Exceed: _____
 Owner pays RTD Lump Sum: _____ Actual Cost Not to Exceed: _____
 RTD pays Contractor Lump Sum: _____ Actual Cost Not to Exceed: _____
 Comments _____

SCHEDULE (THIS WORK ORDER ONLY)

Design	Construction
Start Date: <u>November 7, 2014</u>	Start Date: <u>April 24, 2015</u>
Completion Date: <u>April 24, 2015</u>	Completion Date: <u>April 24, 2016</u>
Comments:	

CHANGE ORDER

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

RTD Representative Date

WORK ORDER TERMS AND CONDITIONS

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

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

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

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

Owner: City of Northglenn
By: _____
Print Name: David Willett
Title: Public Works Director
Date: _____

RTD Project Contractor: Regional Rail Partners
By: _____
Print Name: David Trent
Title: Project Director
Date: _____

RTD: Regional Transportation District
By: _____
Print Name: Ashland Vaughn
Title: Project Manager
Date: _____

EXHIBIT B

FORM OF UTILITY WORK ORDER (cont.)

Utility Identification No.: **NM-76-01-SS**

SECTION A SCOPE

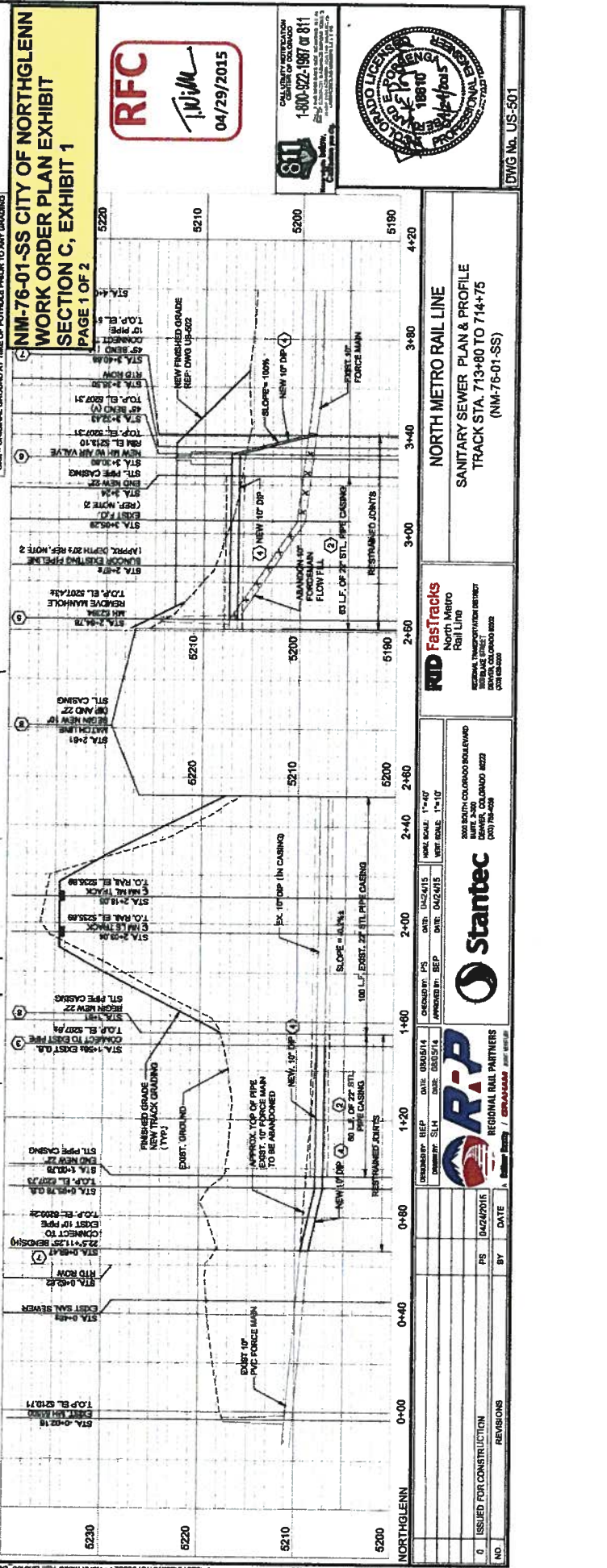
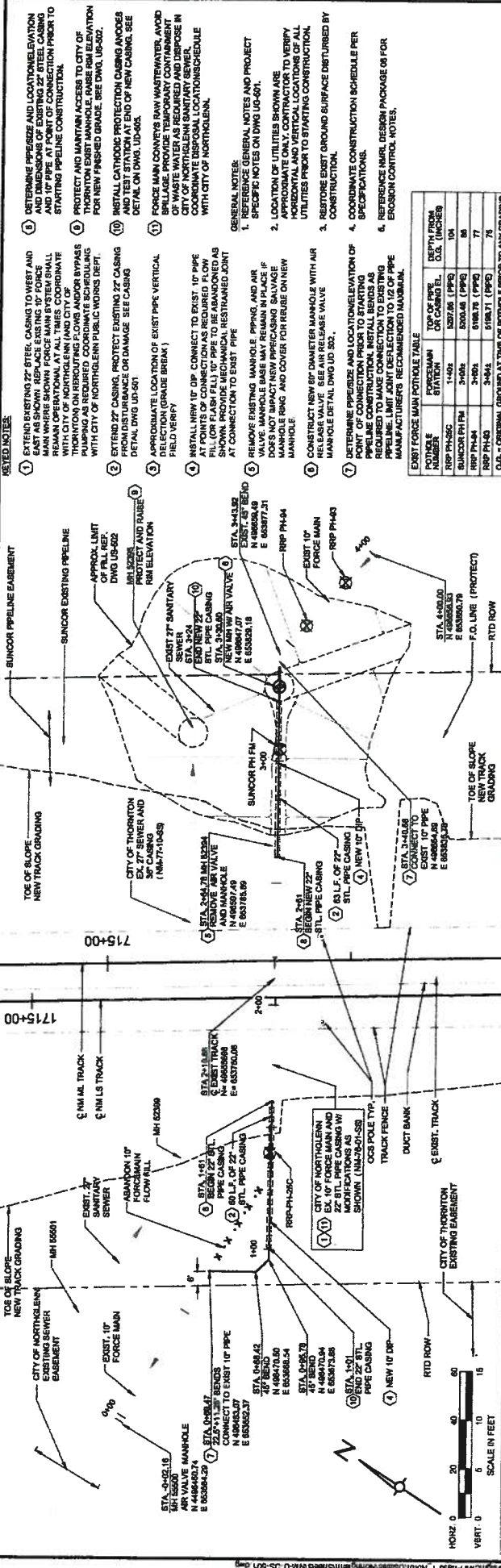
(This section is currently blank.)

SECTION B REQUIRED PERMITS

<u>Permit Type</u>	<u>Permit Responsibility</u>
<u>City of Northglenn Improvement Permit</u>	<u>RTD Contractor(RRP)</u>
<u>City of Northglenn Storm Water Quality Permit</u>	<u>RTD Contractor(RRP)</u>
<u>Adams County Improvement Permit</u>	<u>RTD Contractor(RRP)</u>
<u>Adams County Stormwater Quality Permit</u>	<u>RTD Contractor(RRP)</u>
<u> </u>	<u> </u>

SECTION C LIST OF ATTACHMENTS

<input checked="" type="checkbox"/>	Exhibit 1: Owner Design Sheet	<u>Ref: RFC Sheet Dated 04/24/2015, Sheet US-501 & US-502</u>
<input checked="" type="checkbox"/>	Exhibit 2: RTD Design Sheet:	<u>Ref: 90% NM Rail Line Utilities Dated 01/23/2015, Sheet UJ-143</u>
<input checked="" type="checkbox"/>	Exhibit 3: Cost Estimate	<u>Ref: NM-76-01-SS Cost Estimate Dated 05/20/2015</u>
<input type="checkbox"/>	Exhibit 4: Property Rights:	<u>Ref: UPRR LA # 182452</u>
<input checked="" type="checkbox"/>	Exhibit 5: Other:	<u>-90% NM Rail Line Track P&P Dated 01/23/2015, Sheet TP-043</u> <u>-Suncor CH2M Hill Mainline Alignment Dated 6/26/14, Sheet AL-25</u>



NOTES:

- EXTEND EXISTING 22" STEEL CASING TO WEST AND NORTH END OF EXISTING 22" STEEL CASING AND 12" PIPE TO NEW MAIN LINE PRIOR TO STARTING PIPELINE CONSTRUCTION.
- PROJECT HAS MAINTAIN ACCESS TO CITY OF THORNTON WATER MAINS AND SANITARY SEWERS FOR NEW FINISHED GRADE. SEE DWG. US-02.
- INSTALL CATHODIC PROTECTION DURING ANODES AND TESTS TO BE PERFORMED ON ALL NEW CASING. SEE DETAIL ON DWG. US-04.
- FORCE MAIN CONVERTS RAW WASTEWATER, AVOID CONTACT WITH SANITARY SEWERS AND DISPOSE IN CITY OF NORTHGLENN SANITARY SEWER. COORDINATE DISPOSAL LOCATION/SCHEDULE WITH CITY OF NORTHGLENN.

GENERAL NOTES:

- REFERENCE GENERAL NOTES AND PROJECT SPECIFICATIONS ON DWG. US-01.
- LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO STARTING CONSTRUCTION.
- RESTORE EXIST. GROUND SURFACE DISTURBED BY CONSTRUCTION.
- COORDINATE CONSTRUCTION SCHEDULE PER SPECIFICATIONS.
- REFERENCE NMR, DESIGN PACKAGE 08 FOR EROSION CONTROL NOTES.

EXIST FORCE MAIN POT-HOLE TABLE

POT-HOLE NO.	TOP OF PIPE OR GRADE ELEV. (F.P.S.)	DEPTH FROM O.C. (INCHES)
ESP PH-32C	114.00	104
ESP PH-34A	108.75	85
ESP PH-34B	108.75	77
ESP PH-34D	108.75	77
ESP PH-34E	108.75	77

O.C. = ORIGINAL GROUND AT TIME OF POT-HOLE PRESS TO-AIR GRAVING.

RFCD
04/29/2015

811
CALL BEFORE YOU DIG
1-800-922-1987 or 811

OKLAHOMA LICENSING BOARD
18870
PROFESSIONAL ENGINEER
STATE OF OKLAHOMA

RD FastTracks
North Metro Rail Line
REGIONAL RAIL PARTNERS
300 SOUTH COLORADO BOULEVARD
SUITE 2000
DENVER, COLORADO 80202
(303) 733-6000

Stantec

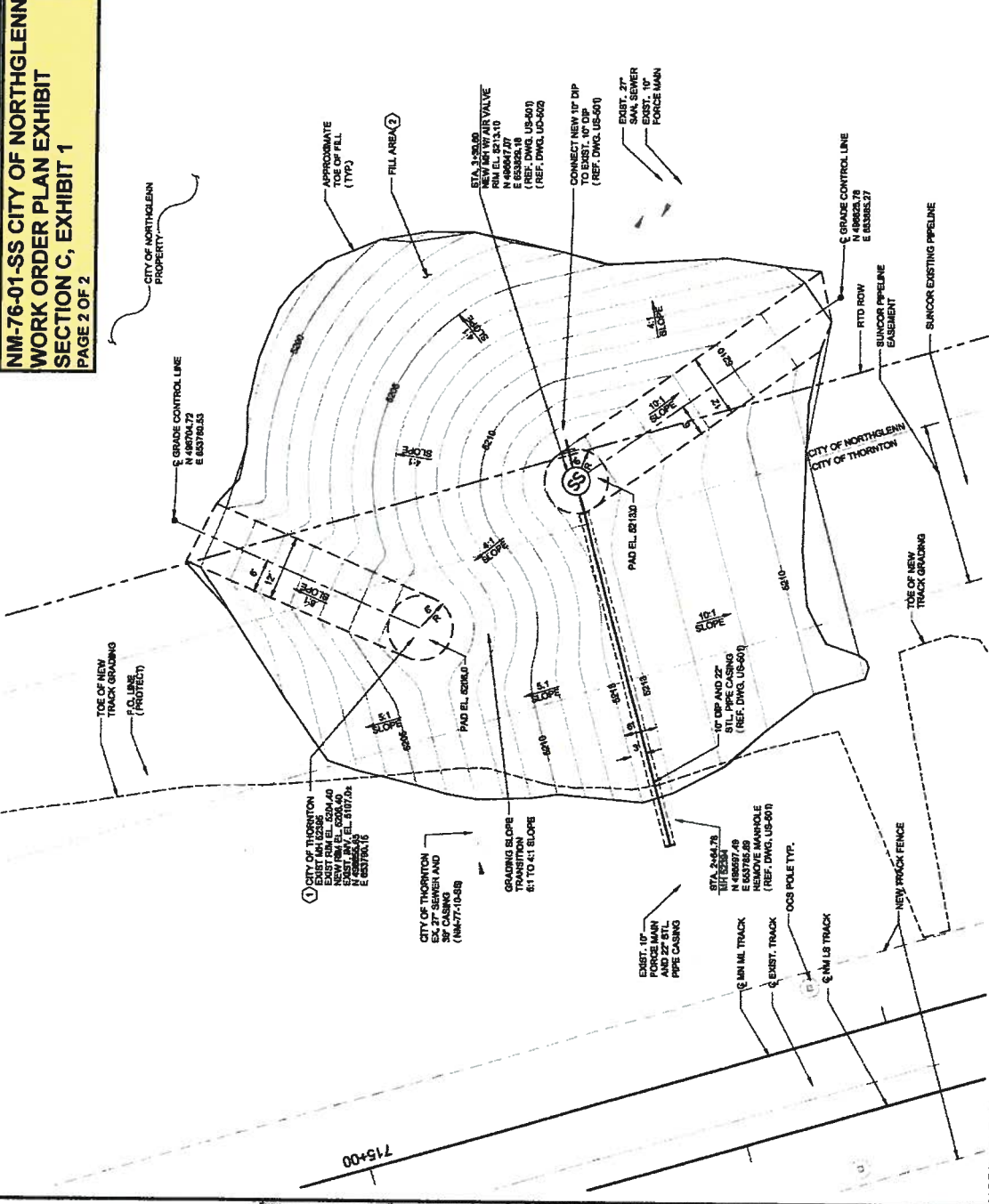
R-R-P
REGIONAL RAIL PARTNERS

ISSUED FOR CONSTRUCTION
DATE: 04/29/2015
BY: [Signature]

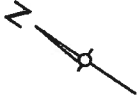
REVISIONS

**NIM-76-01-SS CITY OF NORTHGLENN
WORK ORDER PLAN EXHIBIT
SECTION C, EXHIBIT 1
PAGE 2 OF 2**

- NOTED NOTES:**
- PROTECT CITY OF THORNTON EXISTING MANHOLE, MAINTAIN ACCESS TO MANHOLE, RAISE RIM ELEVATION FOR NEW MANHOLE TO MATCH EXISTING. VERIFY ELEVATIONS AND DIMENSIONS OF EXISTING MANHOLE TO DETERMINE SIZE OF NEW BARREL SECTION REQUIRED. MATERIALS AND INSTALLATION SHALL CONFORM TO CITY OF THORNTON PUBLIC WORKS DEPARTMENT.
 - BARREL SECTION: INSTALL NEW 2'-0" PRECAST CONCRETE BARREL SECTION BELOW EXISTING TOP SECTION. PRECAST CONCRETE PER ASTM C-478.
 - JOINT SEALANT: SEAL JOINTS BETWEEN MANHOLE SECTIONS USING PREFORMED FLEXIBLE PLASTIC GASKETS ON BOTH INTERIOR AND EXTERIOR SURFACES. INSTALL SEALANT TO FULL EXTENT OF JOINTS. JOINT SEALANT MATERIALS SHALL BE NEW, DO NOT REUSE EXISTING. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
 - MANHOLE STEPS: INSTALL STEPS IN NEW BARREL SECTION TO COORDINATE WITH EXISTING STEPS ABOVE AND BELOW THE NEW SECTION. SPACING OF STEPS SHALL BE AS SHOWN ON DRAWING. STEPS SHALL BE PLASTIC COATED STEPS BY M.A. INDUSTRIES, INC. (P3043), OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
 - CONCRETE REBERS: PROTECT AND REUSE EXISTING, OR REPLACE WITH NEW IF DAMAGED. TOTAL HEIGHT 1'-0" MAX. PRECAST CONCRETE PER ASTM C-478. INSTALL PER CITY OF THORNTON REQUIREMENTS.
 - CORROSION PROTECTION: PROTECT EXISTING MANHOLE COATING ON INTERIOR OF NEW BARREL SECTION PER CITY OF THORNTON REQUIREMENTS. APPLY PER MANUFACTURER'S RECOMMENDATIONS. POLYURETHANE COATING OR APPROVED EQUAL. APPLY PER MANUFACTURER'S RECOMMENDATIONS. APPLICATOR SHALL HAVE EXPERIENCE WORKING WITH THE PRODUCT OR SIMILAR PRODUCT.
 - FRAME AND COVER: PROTECT AND REUSE EXISTING. INSTALL PER CITY OF THORNTON REQUIREMENTS.
- INSTALL TOPSOIL, SEED, AND MULCH, PER CITY OF NORTHGLENN REQUIREMENTS.**
- GENERAL NOTES:**
- REFERENCE GENERAL NOTES AND PROJECT SPECIFIC NOTES ON DWG 10-601.
 - LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF UTILITIES PRIOR TO STARTING CONSTRUCTION.
 - RESTORE EXIST GROUND SURFACE DISTURBED BY CONSTRUCTION.
 - COORDINATE CONSTRUCTION SCHEDULE PER SPECIFICATIONS.
 - REFERENCE NIMR DESIGN PACKAGE 08 FOR EROSION CONTROL NOTES.



DWG No. US-502



NORTH METRO RAIL LINE
SANITARY SEWER ENLARGED PLAN
TRACK STA. 713+80 TO 714+75
(NM-76-01-SS)



2008 SOUTH COLORADO BOULEVARD
SUITE 2000
DENVER, COLORADO 80222
303.733.4200
WWW.FASTTRACKS.COM



NO.	ISSUED FOR CONSTRUCTION	BY	DATE	REVISIONS
0	ISSUED FOR CONSTRUCTION	PS	04/24/2015	

DESIGNED BY: REP DATE: 08/17/2014 REV. SCALE: 1"=20'
 APPROVED BY: REP DATE: 08/17/2014
 DRAWN BY: BLH DATE: 08/17/2014

Cost Breakdown

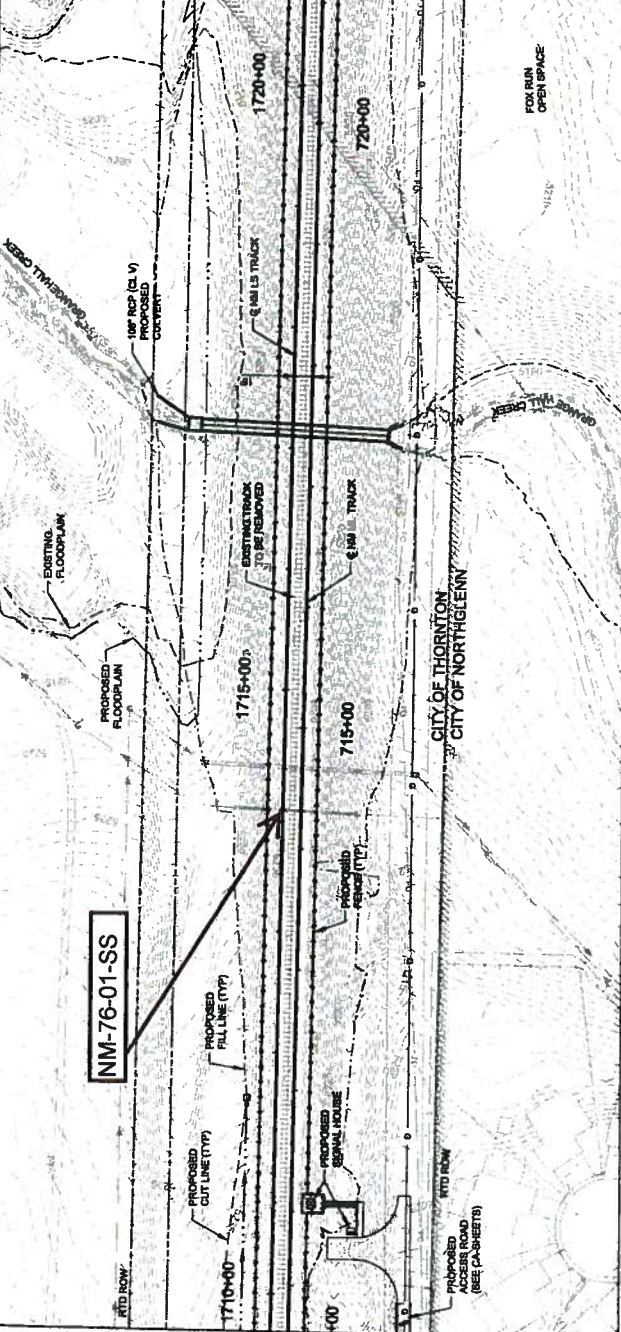
Description	Total Direct Cost	OH&P Markup %	Total OH&P	Design Cost %	Total Design Cost	OH&P Design Markup %	Total OH&P on Design	Total Construction and Design Cost
NM-76-01-SS (Force Main)	\$110,797.87	12.5%	\$13,849.73	11%	\$12,187.77	7.5%	\$914.08	\$137,749.45

Notes:

- Overhead and Profit (OH&P) markup on direct cost at 12.5% and OH&P markup on design at 7.5% is per our contract with RRP.
- Design Costs are calculated at 11% of total direct cost. This is a North Metro Rail Line standard for calculating desging costs.

**NM-76-01-SS CITY OF NORTHGLENN
WORK ORDER COST ESTIMATE
SECTION C, EXHIBIT 3
PAGE 1 OF 1**

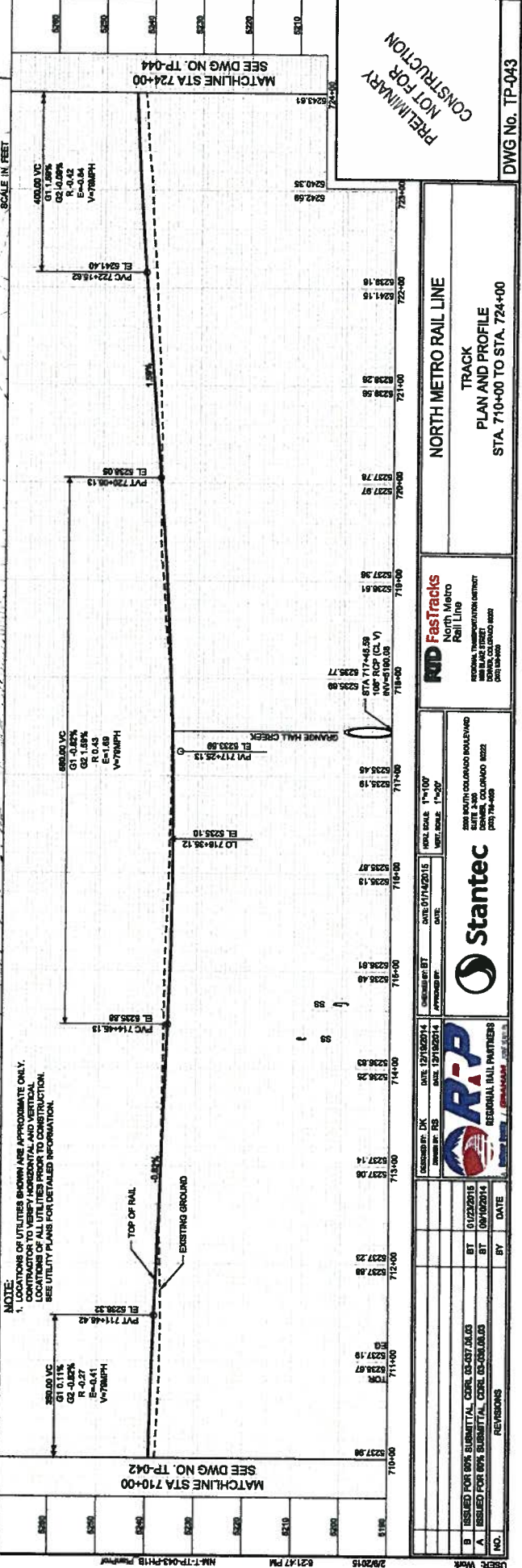
**NM-76-01-SS CITY OF NORTHGLENN
WORK ORDER TRACK P&P EXHIBIT
SECTION C, EXHIBIT 5
PAGE 1 OF 2**



NM-76-01-SS

MATCHLINE= 710+00
SEE DWG NO. TP-042

MATCHLINE= 724+00
SEE DWG NO. TP-044



MATCHLINE STA 710+00
SEE DWG NO. TP-042

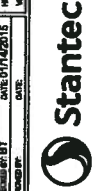
MATCHLINE STA 724+00
SEE DWG NO. TP-044

**PRELIMINARY
NOT FOR
CONSTRUCTION**

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



ND FastTracks
North Metro
Rail Line
REGIONAL TRANSPORTATION CENTER
1000 W. 10TH AVE., SUITE 300
DENVER, CO 80202
(303) 733-9000



NO.	REVISIONS	BY	DATE
B	ISSUED FOR BNS SUBMITTAL, CORN. 05-05-2015	BT	01/29/2015
A	ISSUED FOR BNS SUBMITTAL, CORN. 05-05-2015	BT	06/02/2014

ISSUED BY: DK DATE: 12/18/2014
 CHECKED BY: BT DATE: 01/14/2015
 DRAWN BY: RS DATE: 12/18/2014
 APPROVED BY: DATE: 1/14/2015

SEE DWG NO. TP-042
 SEE DWG NO. TP-044

