

LICENSE AGREEMENT

Electric and Communications Facilities City of Littleton West Main Street Bridge – Southwest Rail Line

THIS LICENSE AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and CITY OF LITTLETON, a home rule municipality in the Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, whose address is 2255 W. Berry Ave., Littleton, Colorado 80120 ("**Licensee**").

RECITALS

- A. RTD owns and operates a rail line in the Southwest Corridor known as the Southwest Rail Line ("**RTD Property**") for mass transit purposes.
- B. Licensee desires to construct, maintain, use, and operate electric and communications Facilities (defined below) installed on the West Main Street Bridge within the RTD Property in the vicinity of West Main Street and South Rio Grande Street, City of Littleton, Arapahoe County, Colorado ("**Licensed Area**").

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

ARTICLE 1. LICENSE

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the purposes of constructing, maintaining, using, and operating electric conduits and wirelines and fiber communications conduits as follows:
 - 1. **Electric**: two (2) 1-inch electric conduits containing two (2) No. 8 electric wirelines, including stainless steel junction boxes and receptacles, attached to the bridge fence structure on the north and south sides of the bridge; and
 - 2. **Communications**: two (2) 2-inch fiberglass conduits vacant at installation attached to the bridge fence structure on the north side of the bridge.

(collectively, "**Facilities**"), crossing the RTD Property 26 feet above top of rail within the Licensed Area and in accordance with the plans shown on the attached **Exhibit A** Electric Facilities and **Exhibit B** Communications Facilities.

- B. RTD shall retain all rights in and usage of the Licensed Area. The License is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Licensee's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property,

nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.

- C. Licensee shall require its agents, employees, contractors, and subcontractors (collectively, "**Licensee's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. Licensee may install fiber into the vacant fiberglass conduits as part of the Facilities permitted under this Agreement, provided that Licensee adheres to all requirements of this Agreement including, without limitation, requirements of the Articles entitled "Work and Coordination with RTD," "Notices," and "General - Assignment" to request RTD approval of assignments, if applicable.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect until terminated by either party pursuant to the provisions of Article 3 or terminated by court order, whichever is earlier.

ARTICLE 3. TERMINATION AND DEFAULT

- A. RTD may terminate this Agreement as to all Facilities or with respect to certain Facilities or portions of the Licensed Area. RTD shall provide notice of termination to Licensee in writing 180 days prior to the effective date of termination and shall specify the scope and extent of such termination. Prior to the effective date of termination specified, Licensee shall, at its cost, remove its terminated Facilities and reasonably restore the RTD Property and Licensed Area on which the terminated Facilities were installed to the condition in which the RTD Property and Licensed Area existed as of the Effective Date. Licensee shall provide notice in writing to RTD that it intends to remove the Facilities 60 days prior to the anticipated date of removal. Upon RTD's inspection and acceptance of such removal and restoration of the RTD Property and Licensed Area, this Agreement shall terminate even if the effective date of termination specified in RTD's notice has not been reached. If the Facilities are removed from the RTD Property and Licensed Area without notice to RTD, this Agreement shall automatically terminate.
- B. In the event of Licensee's violation of any of the terms of this Agreement, Licensee shall correct such violation immediately upon receipt of written notice from RTD ("**Default Notice**") at no cost to RTD. If the violation is not cured to the satisfaction of RTD within 30 days after receipt of the Default Notice, or such longer period as RTD may permit in writing, RTD may elect to correct or eliminate the violation at Licensee's expense, without prejudice to RTD's right to terminate this Agreement. If Licensee fails to timely reimburse RTD, RTD may terminate this Agreement effective immediately, and Licensee shall immediately cease operating the Facilities and promptly remove its Facilities and restore the Licensed Area at

Licensee's cost. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost.

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

ARTICLE 4. WORK AND COORDINATION WITH RTD

- A. The Facilities shall be designed in accordance with applicable RTD design criteria.
- B. Licensee shall install the Facilities in accordance with **Exhibit A** and **Exhibit B**. Licensee shall ensure that the Facilities are constructed with due care, at Licensee's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD design and construction standards.
- C. Licensee shall coordinate all work with RTD's Utility Engineering/Construction Team at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd.denver.com and RTD Rail Operations at phone number 303.299.3457 or email at brian.farris@rtd-denver.com. Licensee's Agent shall notify RTD's Utility Engineering/Construction Team and Rail Operations a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.
- D. Licensee will ensure that each of Licensee's Agents requiring access to and entry upon the Licensed Area to perform work under this Agreement, with the exception of individual Licensee employees, obtains a fully executed current form of RTD's Contractor Right of Entry Agreement similar to the form attached as **Exhibit C** ("**Contractor ROE**"). Licensee shall submit any request for a Contractor ROE to the Manager of Real Property at the address provided in this Agreement or by email to RealProperty@RTD-Denver.com. Licensee's Agent shall sign the Contractor ROE and submit it, or have the Licensee submit it, with all required supporting documentation to RTD not less than 14 days in advance of the entry of the respective Licensee's Agent upon the Licensed Area.
- E. After construction has been completed, RTD may inspect and accept the installation of the Facilities and require Licensee to undertake corrective work at Licensee's expense if the work fails to conform to applicable RTD design criteria, RTD construction standards, federal, state or local laws, or applicable industry standards.
- F. Within 30 days of Licensee's completion of construction, Licensee shall provide RTD with one full-sized set of as-built drawings showing the exact location of the Facilities as constructed, including horizontal and vertical ties to referenced benchmarks. If any Facility location shown on the as-built drawings is reasonably determined by RTD to be materially different from the approximated location shown on **Exhibit A** and **Exhibit B**, RTD may require Licensee to undertake corrective work at Licensee's expense. If RTD does not require corrective work, RTD shall notify Licensee of such determination, and this Agreement shall be deemed

amended, effective as of the date of RTD's notice to Licensee and without further action by the parties, to reflect the as-built location of the Facilities. When fiber optic cable is installed in the vacant conduits reserved for future use, Licensee shall provide RTD with a revised set of as-built drawings.

ARTICLE 5. OPERATIONS AND MAINTENANCE

Licensee shall ensure that the Facilities are operated and maintained, at Licensee's expense, in good repair and in full compliance with federal, state, and local laws and applicable industry and RTD standards until this Agreement is terminated.

ARTICLE 6. ACCESS

- A. Licensee shall conduct any work under this Agreement in accordance with **Exhibit A** and **Exhibit B**.
- B. During any work under this Agreement, Licensee agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Licensee shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Licensee does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Licensee's sole expense; Licensee shall reimburse RTD within 30 days of Licensee's receipt of a written invoice and supporting documentation. Licensee's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- C. Licensee shall, and shall require Licensee's Agents to, obtain an approved right-of-way access permit from RTD Rail Operations at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy> ("**Access Permit**") whenever Licensee or its equipment will be present inside a restricted, fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
 - 1. Licensee must initiate a request for an Access Permit no fewer than 21 business days prior to the date of the proposed access.
 - 2. Licensee's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD.
 - 3. Licensee's Agents seeking access under the Access Permit shall complete applicable safety training, which RTD shall provide at Licensee's cost, or provide proof of current training, prior to the RTD coordination meeting.
 - 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 - 5. If an Access Permit is granted, RTD shall provide any flagger necessary to protect RTD rail service, patrons and employees at Licensee's cost to protect and expedite train movement whenever the Access Permit requires it.

- D. Whenever an Access Permit is active, Licensee shall ensure that Licensee's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have RTD-safety trained and qualified look-outs on the Licensed Area for the work.
 4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
 5. Notify RTD dispatch control at 303.299.3480 prior to entering, and when clear of, the Licensed Area.
 6. Keep all active tracks completely usable at all hours, unless Licensee has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
- E. Licensee shall notify RTD Rail Operations immediately if Licensee becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- F. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Licensee's cost upon a showing by Licensee that de-energization is necessary to accomplish Licensee's work. Licensee shall remit the de-energization fee to RTD prior to de-energization. Licensee understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.
- G. **In case of emergency** caused by failure of the Facilities within the Licensed Area, Licensee shall immediately notify RTD of the emergency at 303.299.3480 or such other number provided by RTD and advise of Licensee's proposed actions to immediately address the emergency. If reasonably practicable, Licensee shall avoid remedial operations that would delay or obstruct RTD rail operations. If Licensee cannot avoid such remedial operations, Licensee shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Licensee shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Licensee shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Licensee's actions in relation to such failure, in accordance with the process set forth in this Article 6.
- H. RTD reserves the right to have its personnel present during any work under this Agreement.
- I. Licensee shall be responsible for safety related to all aspects of its work under this Agreement. Licensee shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Licensee's Agents are notified of, understand, and abide by them at all times. Licensee shall provide all required

personal protective equipment and other equipment required for the safe performance of the work.

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

ARTICLE 7. MODIFICATION AND RELOCATION

- A. Licensee shall modify, adjust, or relocate all or any portion of its Facilities within a timeframe that RTD designates whenever RTD finds such action necessary or desirable, or Licensee may terminate this Agreement, remove its terminated Facilities, and restore the Licensed Area to the condition in which it existed as of the Effective Date. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost; reimbursement to RTD shall be due and payable 30 days after Licensee's receipt of a written invoice and supporting documentation.
- B. Should Licensee elect to make the modification, adjustment, or relocation identified by RTD, Licensee shall bear the entire cost and expense incurred in connection with any such modification, adjustment, or relocation of the Facilities, including any and all expenses RTD

may incur in connection therewith for supervision, inspection, impacts to RTD's facilities or operations, or otherwise.

- C. If the Facilities are so modified, adjusted, or relocated within the RTD Property, all of the terms, conditions and stipulations in this Agreement with reference to the Facilities shall, so long as any Facilities remain within the RTD Property, apply to the Facilities as modified, adjusted, or relocated. This Agreement shall terminate with respect to all or such part of the RTD Property that no longer contains the Facilities.
- D. The Articles entitled "Work and Coordination with RTD" and "Access" shall also apply to the modification, adjustment, or relocation of the Facilities.

ARTICLE 8. DIGGING AND BORING

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

ARTICLE 9. NOTICES

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

If to RTD:	Regional Transportation District Attn: Senior Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202 303.299.2440 realproperty@rtd-denver.com
With a copy to:	Regional Transportation District Attn: General Superintendent, Infrastructure 1350 Rio Ct. Denver, Colorado 80204 303.299.3457 brian.farris@rtd-denver.com In emergency: 303.299.3480
If to Licensee:	City of Littleton Kimberly Dall, Assistant City Engineer 2255 W. Berry Ave. Littleton, Colorado 80120 303.795.3805 kdall@littletongov.org

With a copy to

City of Littleton
Attn James L. Becklenberg, City Manager
2255 W. Berry Ave.
Littleton, Colorado 80120
303.795.3170
jbecklenberg@littletongov.org

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

ARTICLE 10. LIABILITY

- A. Licensee shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Licensee's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Licensee or Licensee's Agents. Licensee shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Licensee shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Licensee shall require Licensee's agents, contractors, and subcontractors to indemnify, defend and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). Licensee agrees that RTD shall not be liable for any such claims. In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Licensee's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of Licensee's or RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 11. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Licensee or Licensee's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Licensee, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.

- C. Licensee specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Licensee or Licensee's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 12. INSURANCE

- A. Licensee is a governmental entity that agrees to maintain the coverages set forth below. Licensee may comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policy(ies) by notifying RTD of Licensee's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed in this Agreement shall apply except that Licensee shall not be required to provide the endorsements set forth below in this Article. If requested by RTD at any time, Licensee shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD. In addition, Licensee shall require that Licensee's Agents, with the exception of individual Licensee employees, procure and maintain the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance. Furthermore, Licensee is not required to maintain Railroad Protective Liability Insurance or Contractors' Pollution Liability Insurance if Licensee's Agent provides those policies.
1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Licensee as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Licensee. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Licensee's Agents, shall also cover Licensee's Agents' employees.

5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Licensee or Licensee's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
 6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Licensee agrees to furnish RTD with a certificate of the required insurance for each of Licensee's and Licensee's Agents' policy(ies). Licensee shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.
- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Licensee and Licensee's Agents;
 3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as

excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Licensee and Licensee's Agents have left the RTD Property.

- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Licensee under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Licensee's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

ARTICLE 13. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities:** Any action or omission of Licensee and/or Licensee's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
 - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Licensee;
 - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in

connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and

- c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.

3. **Environmental Requirements**: All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
- b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
- b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or

- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Licensee and Licensee's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.
- C. No Violations of Environmental Requirements. In performing the Activities, Licensee shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Licensee shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 14. SAMPLES AND REMOVAL

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

ARTICLE 15. GENERAL

- A. Assignment. Licensee may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Licensee from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Licensee expressly submits itself to such jurisdiction.
- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Licensee do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Licensee shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Licensee shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Licensee shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Licensee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Licensee to its terms. The person(s) executing this Agreement on behalf of Licensee warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement,

no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

- M. Breach. Any failure of Licensee to fulfill any of Licensee's obligations under this Agreement shall constitute a breach of this Agreement and subject Licensee to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Licensee shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Licensee violates applicable ordinances or laws, Licensee shall cease and desist from continuing such use upon demand by RTD.
- O. Additional Uses. Licensee understands and agrees that the RTD Property may be used by the public or otherwise, and Licensee shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Licensee shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page to Follow

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

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: Jared McCauley
Jared McCauley
Assistant General Counsel

**LICENSEE
CITY OF LITTLETON**

ATTEST:

By: City Clerk

By: Mayor


APPROVED AS TO FORM:

By: City Attorney

Memorandum

RTD

TO: Susan Altes, Senior Manager, Real Property

FROM: Jyotsna Vishwakarma, Acting AGM, Capital Programs 

DATE: 28 July 2023

SUBJECT: Delegation of Authority

This is to confirm that during the period starting Monday, 31 July 2023, until revoked, you will assume the additional duties of Acting Assistant General Manager, Capital Programs in regard to documents that require my signature on Real Property documents.

Your authority shall extend only to those Real Property documents. This authority shall not be further delegated by you.

cc: Senior Leadership Team
Debra A. Johnson, General Manager and CEO
Brian Welch, Acting Assistant General Manager, Planning
Kathy Rinkel, Budget Analyst IV
Ashland Vaughn, Sr. Manager Construction
Susan Altes, Senior Manager, Real Property
Kim Tostenson, Supervisor, Facilities Maintenance
Aprajit Desai, Manager, Engineering Construction
Luke Johnson, Manager, Mapping and Engineering Data
Patrick Stanley, Manager, Engineering Programs
Kevin Diviness, Director Quality Assurance
Ron Posey, Manager, Facilities Maintenance Operating Facilities

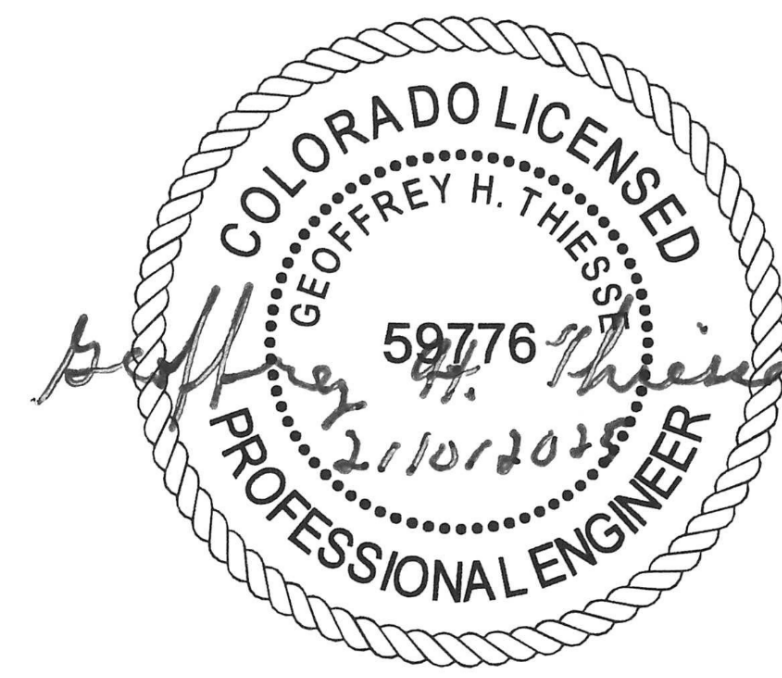
EXHIBIT A
Electric Facilities and Licensed Area

EXHIBIT A

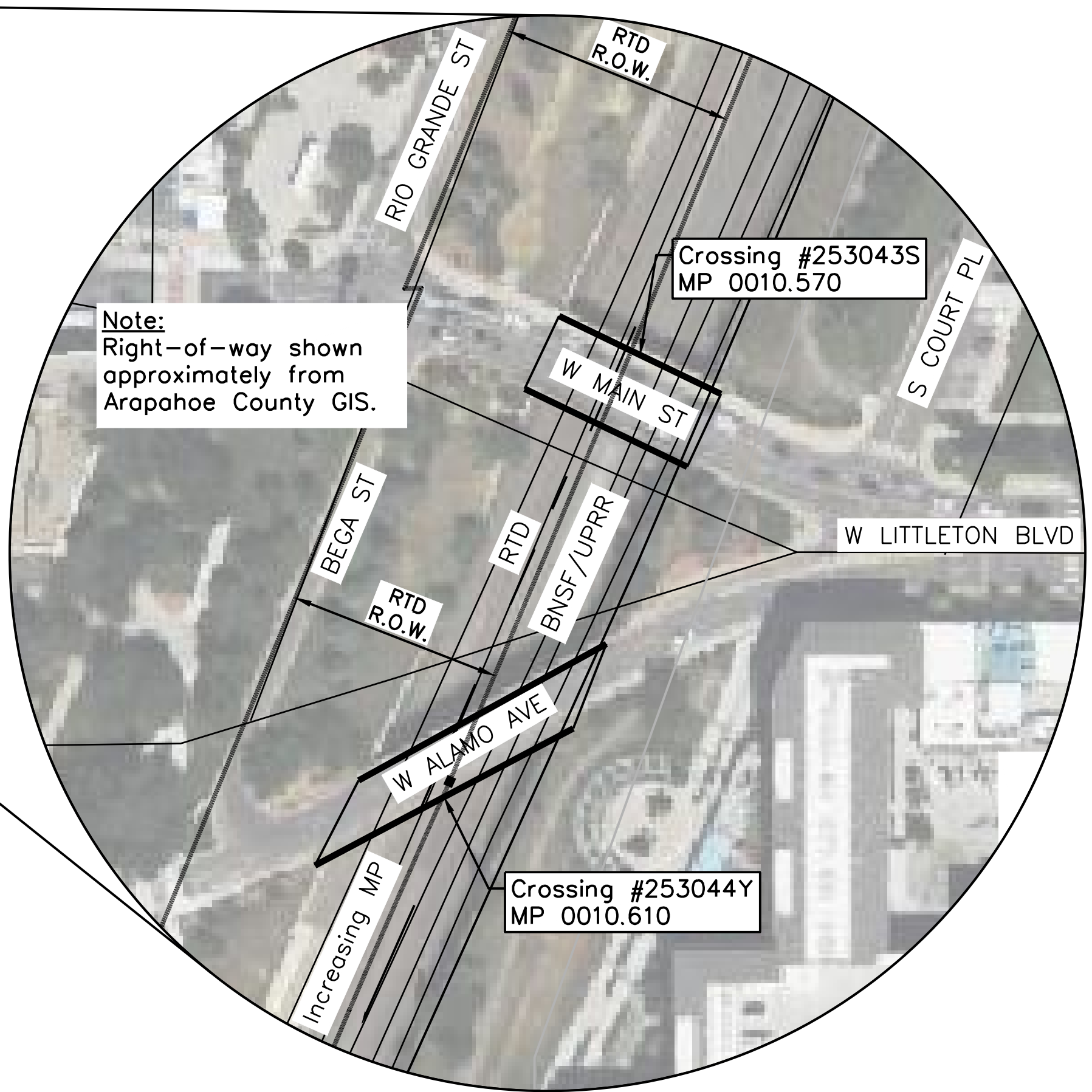
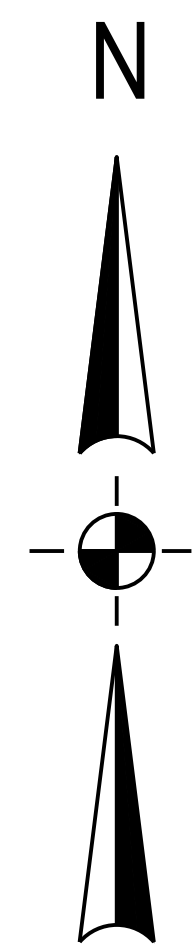
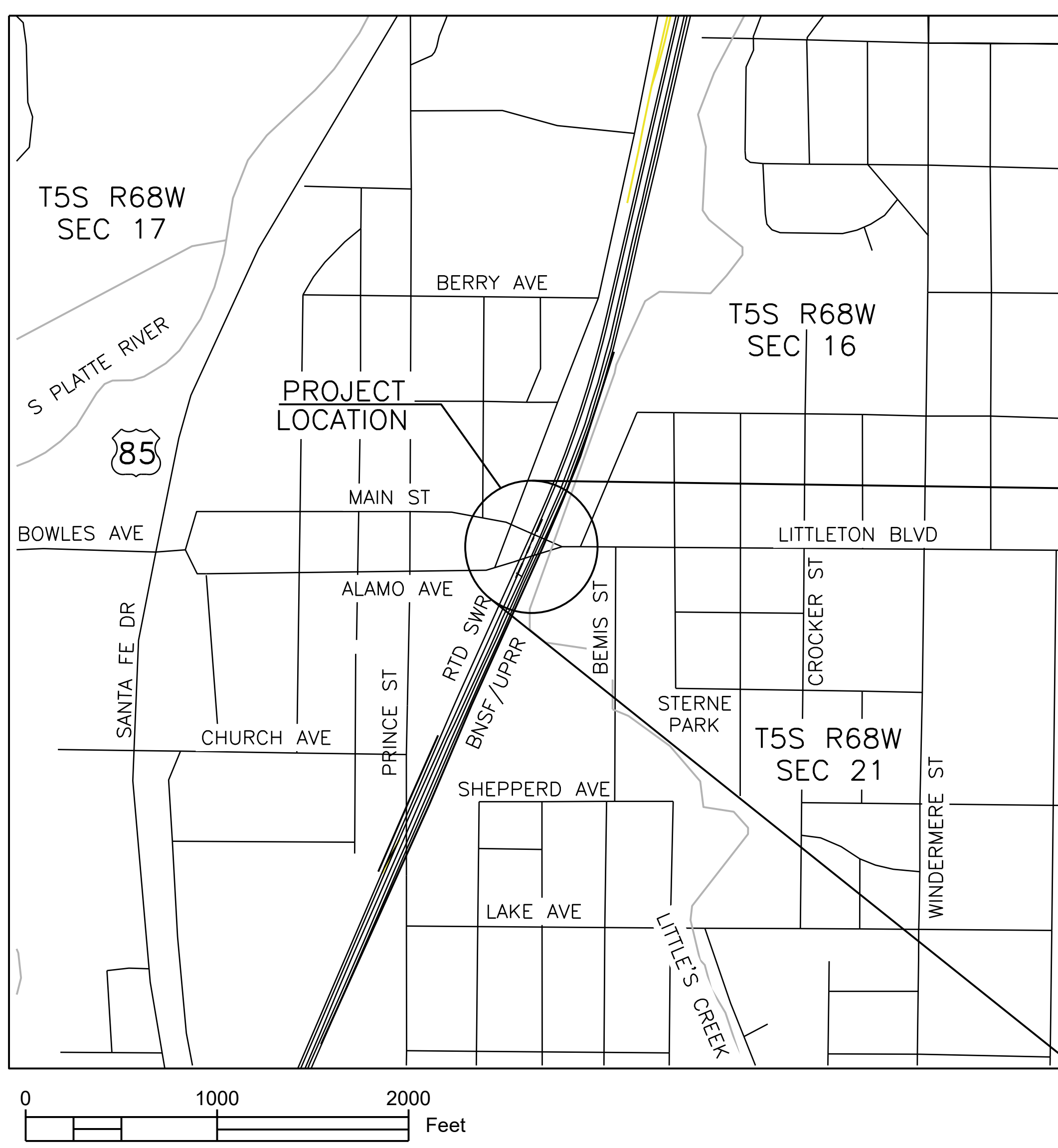
CITY OF LITTLETON, COLORADO PUBLIC WORKS
ON RTD ROW CROSSING MAIN ST
RTD UAR # SWR-58-NewAP4-E
(2 X ELECTRIC CONDUITS)



Index of Sheets:

NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	PLAN VIEW
4	ELEVATION VIEW
5	DETAILS



FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(or 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org



Computer File Information			Sheet Revisions			 Public Works 2255 W. Berry Ave. Littleton, Colorado 80120 303-795-3863	 Alfred Benesch & Company 7979 E. Tufts Avenue, Suite 800 Denver, Colorado 80237 303-771-6868 Job No. 151872.12	As Constructed		MAIN ST BRIDGE – ELECTRICAL COVER SHEET			Project No./Code	
Creation Date:	2/3/2025	Initials:	<input type="text"/>					No Revisions:		Designer: S. BANKS	Structure Numbers	(ALAMO) LTNB.775-03.168		
Last Modification Date:	2/10/25	Initials:	<input type="text"/>					Revised:		Detailer: M. EVERHARDT		(MAIN) LTNB.750-03.175		
Full Path:	Y:\DENVER\151800S\151872.12_Prince_Fence\Eng_Docs\Sheets							Sheet Subset:	N/A	Subset Sheet:		N/A	(PRINCE) LTNC.021-03.059	
Drawing File Name:	151872.12_RTD-UAR_Cover Sheet.dwg							Void:				(MINERAL) LTND.970-02.151	Sheet Number 1 of 5	
Acad Ver.		Scale:		Units:	English									

Y:\Denver\151800S\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR-General Notes.dwg -- Current tab: E-Main -- Print Time: Mon, 10 Feb 2025 -- 7:55am Last Save: Mon, 10 Feb 2025 -- 7:55am By: meverhardt

General Notes:

1. This work will take place over active tracks of the BNSF Railway (BNSF) and the Regional Transportation District (RTD). No work shall take place without the permission of the BNSF and/or RTD. Work may be permitted by the BNSF and/or RTD over active tracks during service windows between trains. Any work taking place must immediately cease when directed by the BNSF or RTD representatives.

2. The Contractor shall prepare and submit a Temporary Falling Object Protection Plan to the BNSF and RTD for approval. Temporary falling object protection, as shown on these plans, represents only a general configuration. The contractor is responsible for designing and detailing all falling object protection and submitting it to both the BNSF and RTD for approval. The falling object protection platform shall be designed to support a vertical load of 100 pounds per square foot. Falling object protection shall be designed and sealed by a Professional Engineer registered in Colorado. Approval of the falling object protection design from both BNSF and RTD is required before beginning the work.

3. During removal and installation operations, items to be removed or installed, including chain link fabric, existing and new fence posts, new fence panels, conduit, etc., shall be secured in a manner approved by the BNSF and RTD, to eliminate the possibility that they could fall from the bridge onto the tracks below. This shall be part of the falling object protection plan.

4. As the work is in progress, no gaps between new and existing fencing will be permitted during non-work hours. Temporary fencing panels shall be required to close gaps during non-working hours.

5. Work may take place during the following times:

Monday through Saturday 7:00 AM to 7:00 PM

All work shall be scheduled and approved by the City of Littleton at least one week in advance. Work days and hours may be further restricted by BNSF, RTD, or the City of Littleton.

6. One lane of vehicular traffic in each direction must remain open at all times on all bridges. Two-way traffic shall be maintained on Prince St. at all times. Two lanes of vehicular traffic must be open on all bridges during all non-work hours.

7. For Main St. and Alamo Ave. the sidewalk on one of the two bridges must remain open at all times.

8. With the approval of both the BNSF and RTD, all bridges may be worked on during a given work period.

9. Contractor to field verify existing dimensions before the work begins.

10. All loose structural concrete coating must be removed before new structural concrete coating is applied.

11. The cost of removing and re-installing the guardrail transitions to allow for affixing the structural coating shall be included in the cost of the structural coating.

Proposed Construction Sequence:

1. Close the lane adjacent to the work area to vehicular traffic. This lane closure will only be allowed during approved work hours. All lanes shall be open to vehicular traffic during non-work hours.

2. If work is being performed adjacent to a sidewalk, the sidewalk shall be closed to pedestrians. This closure will remain in place for the duration of work (work and non-work hours). The approved pedestrian detour must be in place at all times while the sidewalk is closed.

3. All work above tracks shall be performed only when the BNSF or RTD representative is on site and gives explicit permission that the work may proceed. All work shall immediately cease and the work site secured when directed by the BNSF or RTD representative.

4. Remove sections of chain link fabric and top rail between posts that will be replaced in a given work day. The intent is to not leave any gaps in the fence when the Contractor is not actively working. Existing chain link fencing outside the current work area shall remain in place.

5. Install temporary falling object protection.

6. Remove existing fence posts and existing monuments.

7. Repair spalled concrete as directed by the Engineer or City of Littleton.

8. Remove guardrail transitions as necessary.

9. Apply structural concrete coating.
10. Re-install guardrail transitions as necessary.
11. Install conduit on back face of bridge rail of the Main St. and Alamo Ave. bridges.
12. Install new posts.
13. Remove temporary falling object protection.
14. Install new fencing panels and monuments.
15. Install new conduit on the fences of the Main Street and Alamo Avenue Bridges.

RTD Notes And Requirements:

1. Contractor Shall Notify RTD's Utility Engineering/Construction Team (303-299-2811) A Full Two (2) Weeks Prior To Construction And Shall Coordinate A Utility Pre-Construction Meeting With RTD. Contractor And Sub-Contractors Working On Or Across RTD ROW/Tracks Must Attend The Utility Pre-Construction Meeting. An RTD Representative Must Be On-Site During Construction. The Utility Pre-Construction Meeting Shall Occur Within A Week Of The Start Of Construction.

2. Contractors And Sub-Contractors Must Attend All Necessary Light Rail On Track Safety Training Prior To The Start Of Any Work On, Adjacent To, Or Across RTD ROW With Light Rail Tracks.

3. Contractor Shall Contact RTD's Maintenance Of Way (MOW) And RTD Rail Operations (303-299-3415) A Full Week Prior To Construction And Attend The Weekly RTD Mandatory Rail Construction Meeting (In Addition To The Utility Pre-Construction Meeting) Prior To The Start Of Any Project Construction. Contractor May Not Begin Any Work Without An RTD MOW Access Permit. RTD's MOW Will Not Issue A Permit Without An Executed Utility Agreement In Place For Your Work.

4. Contractor Shall Not Begin Any Work On Or Across RTD ROW/Tracks Until RTD Has Issued And Executed Utility Agreement.

5. Contractor May Not Begin Work Until RTD Has Issued A Pre-Construction Resolution Record (PCRR). A PCRR Will Be Completed, Signed, And Issued By RTD's Utility Engineering/Construction Team During The Utility Pre-Construction Meeting And Must Be Kept On-Site At All Times During Construction.

6. ~~Traffic Control Plans Are Required If Work Has The Potential Of Impacting RTD Rail And/Or Bus Operations, Or Automobile Traffic Near Train Or Bus Facilities And/Or Railroad Crossings. Traffic Control Plans Must Be Submitted To RTD For Approval Prior To Construction.~~

7. RTD Assumes No Responsibility For Utility Locations Shown On These Construction Drawings. It Is The Contractor's Responsibility To Field Verify The Location Of All Utilities Prior To The Commencement Of Any Construction.

8. Contractor Shall Identify The Horizontal Location And Vertical Depth Of RTD Underground Electric And Communication Ducts And Install The New Utility Without Compromising The Integrity Of The RTD Tracks Or Dynamic Envelope. This Must Be Accomplished By Non-Destructive Exploratory Means And Methods Of Locating The RTD Ducts That Does Not Include Potholing Or Digging Within The RTD Track Envelope. The Locating Method Must Be Agreed Upon By Both Contractor And RTD And Shall Be Described At Pre-Construction Meeting And Shall Be Part Of The Pre-Construction Resolution Record (PCRR). The Contractor Shall Be Responsible To Make RTD Whole From Any Damage To RTD Facilities, Including Damage Done After Assistance By RTD Staff To Help Locate RTD Ducts.

9. Contractor Shall Survey And Submit The Completed Horizontal Plan And Vertical Profile To RTD Within 30 Calendar Days Of The Completion Of Construction. The Plan And Profile As-Built's Must Contain The Following Information:

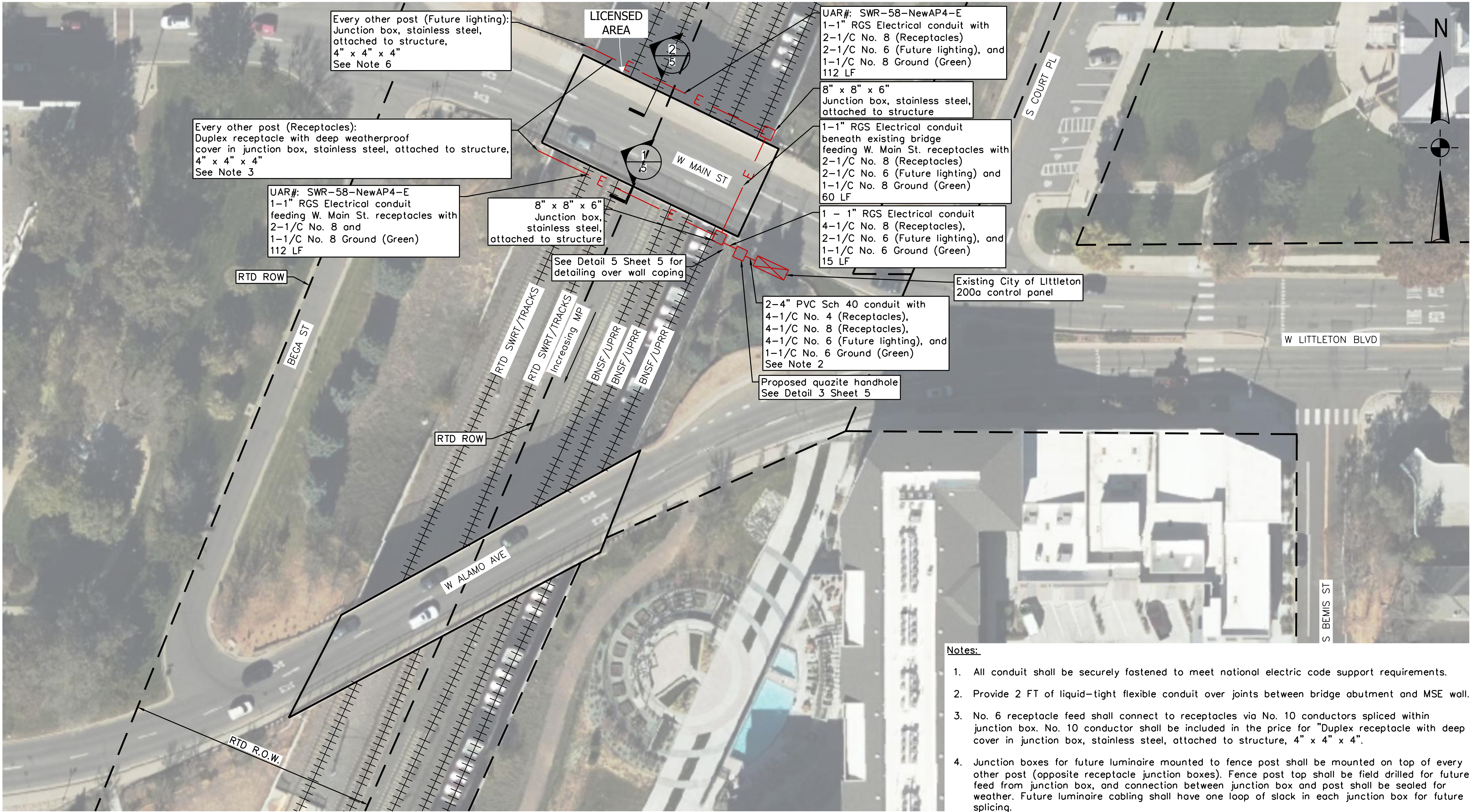
a. ~~Before And After Surveys Of Top Of RTD Tracks -- Contractor Shall Survey Top Of Tracks To Show No Movement Of Tracks Due To Construction: At A Minimum, The Contractor Shall Survey A Total Of 5 Survey Points Per Rail (With 10 Foot Separation Between Points), With The Center Point On Each Rail Located As Close As Possible Over The Centerline Of The New Utility So That The 5 Shots Straddle The New Crossing Location. The Before (Pre-Construction) Survey Must Be Done No More Than 30 Days Prior To Construction And The After (Post-Construction) Survey Must Be Done No More Than 30 Days After Construction Is Completed. If Construction Duration Extends Beyond 2 Months A Top Of Rail Status Survey Must Be Done And Submitted Every 30 Days During Construction Across The Tracks. The Utility Agreement Number And Survey Date Must Appear On All Top Of Rail Survey Submittals.~~

b. As-Built Survey Of Installed Utility -- Contractor Shall Survey A Minimum Of Five (5) Locations Equally Spaced Along The Installed Pipeline Across The RTD ROW And Tracks To Show The Exact Installed Horizontal Location And Vertical Depth Of The New Pipeline Where It 1) Enters The RTD ROW, 2) Exits The RTD ROW, 3) Crosses The Centerline Of The RTD Tracks, 4) Location Half Way Between Entering ROW & Track Centerline On Either Side Of The Tracks, 5) Location Half Way Between Exiting ROW & Track Centerline On Either Side Of The Tracks. As-Built Submittal Shall Include The Following:
 - RTD Utility Agreement Number,
 - Date Utility Was Installed,
 - Size Of Pipe And Size Of Casing,
 - Thickness Of Pipe And Thickness Of Casing,
 - Material Of Pipe And Material Of Casing.
 - As-Built's Must Be Stamped, Signed, And Dated By A Licensed Surveyor Or Engineer.

c. Surveyor Field Notes -- Contractor Shall Supply RTD With A Copy Of The Surveyor's Field Notes To Support The Before And After Survey Data And Final Utility Installation Data.
10. Contractor Shall Clearly Mark Utility Crossing Using A Method Agreed Upon By Contractor And RTD At Pre-Construction Meeting. Markers May Include 4 Foot Utility Posts Over Utility Or Visible Manholes On Both Sides Of RTD ROW/Tracks. The Contractor Shall Install Tracer Wire In All Non-Metallic Pipes. All Utilities Installed Within RTD ROW Or Crossing RTD Tracks Must Be Locatable With Standard Locating Equipment.
11. Cathodic Protection Must Be Included For All New, Buried, Metallic, Pressurized, Piping Crossing RTD Light Rail Tracks. Design Must Meet RTD's LRT Design Criteria For Cathodic Protection.
12. Contractor Must Have The Following Documents On-Site During Construction At All Times:
 - RTD's Executed Utility Agreement,
 - RTD's Approved Light Rail Access Permit,
 - RTD's On Track Light Rail Safety Training Certificates,
 - PE Stamped/Signed For Construction Plans/Profiles Approved By RTD,
 - RTD Rr Crossing Application Data Sheet,
 - RTD's Signed Pre-Construction Resolution Record.
13. No In-Field Changes Are Allowed To Any Part Of This Design Where The Utility Crosses RTD ROW/Tracks Without Written Approval From RTD Prior To Construction Of The Change.

Computer File Information			Sheet Revisions			<div><div><div><div><div><div></div></div></div><div><div><div>Littleton</div><div>Public Works</div><div>2255 W. Berry Ave.</div><div>Littleton, Colorado 80120</div><div>303-795-3863</div></div></div></div><div><div><div><div></div><div>benesch</div></div><div><div>Alfred Benesch & Company</div><div>7979 E. Tufts Avenue, Suite 800</div><div>Denver, Colorado 80237</div><div>303-771-6868</div></div><div><div>Job No. 151872.12</div></div></div></div></div></div>		As Constructed			MAIN ST BRIDGE – ELECTRICAL GENERAL NOTES			Project No./Code	
Creation Date:	2/3/2025	Initials:						No Revisions:							
Last Modification Date:	2/10/25	Initials:				Revised:			Designer: S. BANKS						
Full Path:	Y:\DENVER\151800S\151872.12_Prince_Fence\Eng_Docs\Sheets					Denver, Colorado 80237			Detailer: M. EVERHARDT						
Drawing File Name:	151872.12_RTD-UAR_General Notes.dwg					303-771-6868			Sheet Subst: N/A						
Acad Ver.	Scale:	Units: English				Job No. 151872.12			Subst Sheet: N/A						
									Structure Numbers						
									(ALAMO) LTNB.775-03.168						
									(MAIN) LTNB.750-03.175						
									(PRINCE) LTNC.021-03.059						
									(MINERAL) LTND.970-02.151						
									Sheet Number 2 of 5						

Y:\Denver\1518005\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Electrical Receptacle Plan.dwg - Current tab: E-Main - Print Time: Mon, 10 Feb 2025 - 7:58am By: meyerhardt Last Save: Mon, 10 Feb 2025 - 7:57am



- Notes:**
- 1. All conduit shall be securely fastened to meet national electric code support requirements.
 - 2. Provide 2 FT of liquid-tight flexible conduit over joints between bridge abutment and MSE wall.
 - 3. No. 6 receptacle feed shall connect to receptacles via No. 10 conductors spliced within junction box. No. 10 conductor shall be included in the price for "Duplex receptacle with deep cover in junction box, stainless steel, attached to structure, 4" x 4" x 4".
 - 4. Junction boxes for future luminaire mounted to fence post shall be mounted on top of every other post (opposite receptacle junction boxes). Fence post top shall be field drilled for future feed from junction box, and connection between junction box and post shall be sealed for weather. Future luminaire cabling shall have one loop of slack in each junction box for future splicing.

Computer File Information			
Creation Date:	2/3/2025	Initials:	MRE
Last Modification Date:	2/10/25	Initials:	MRE
Full Path:	Y:\DENVER\1518005\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File:	151872.12_RTD-UAR_Electrical Receptacle Plan.dwg		
Acad Ver.	Scale:	Units: English	

Sheet Revisions			



Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



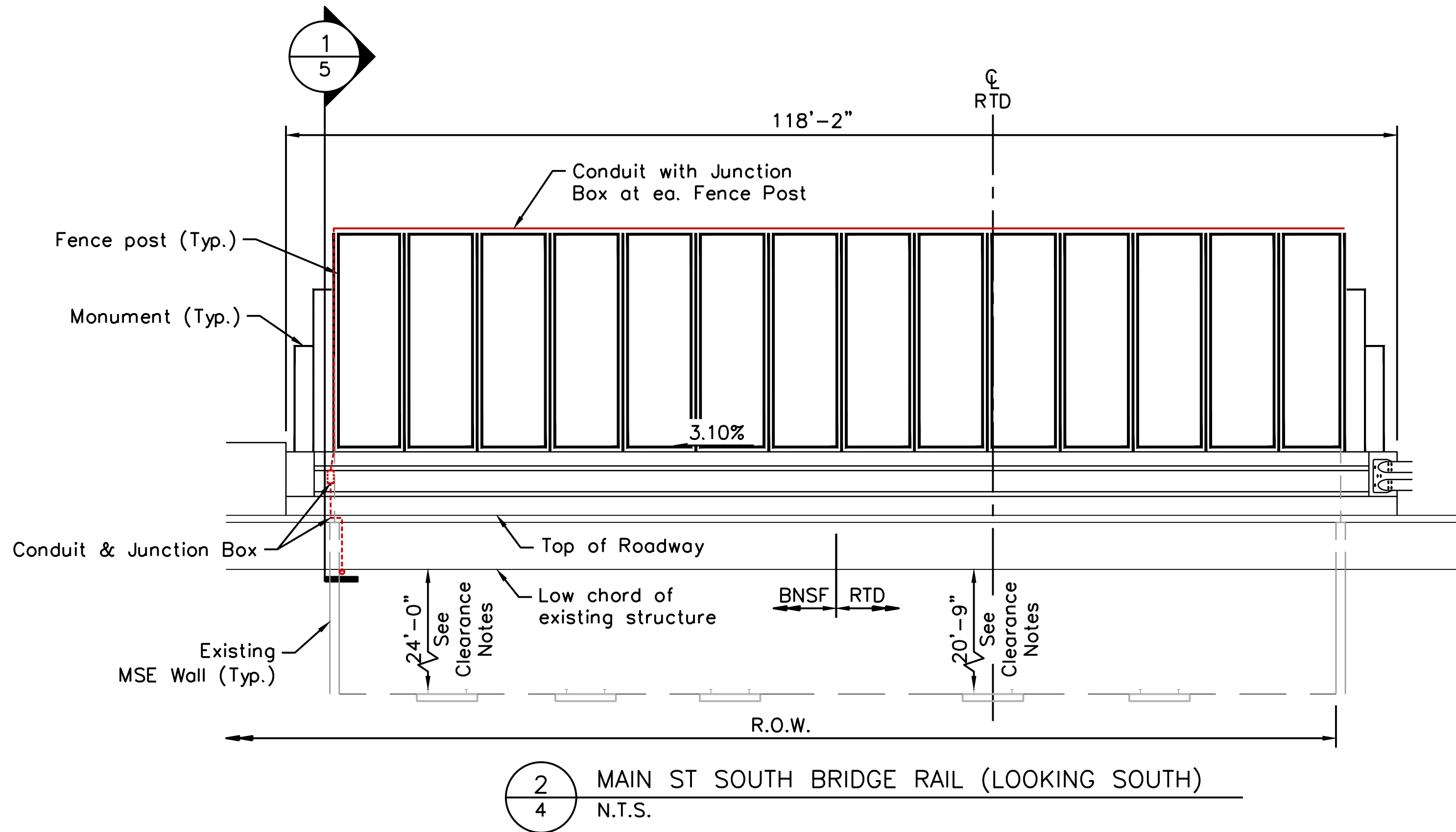
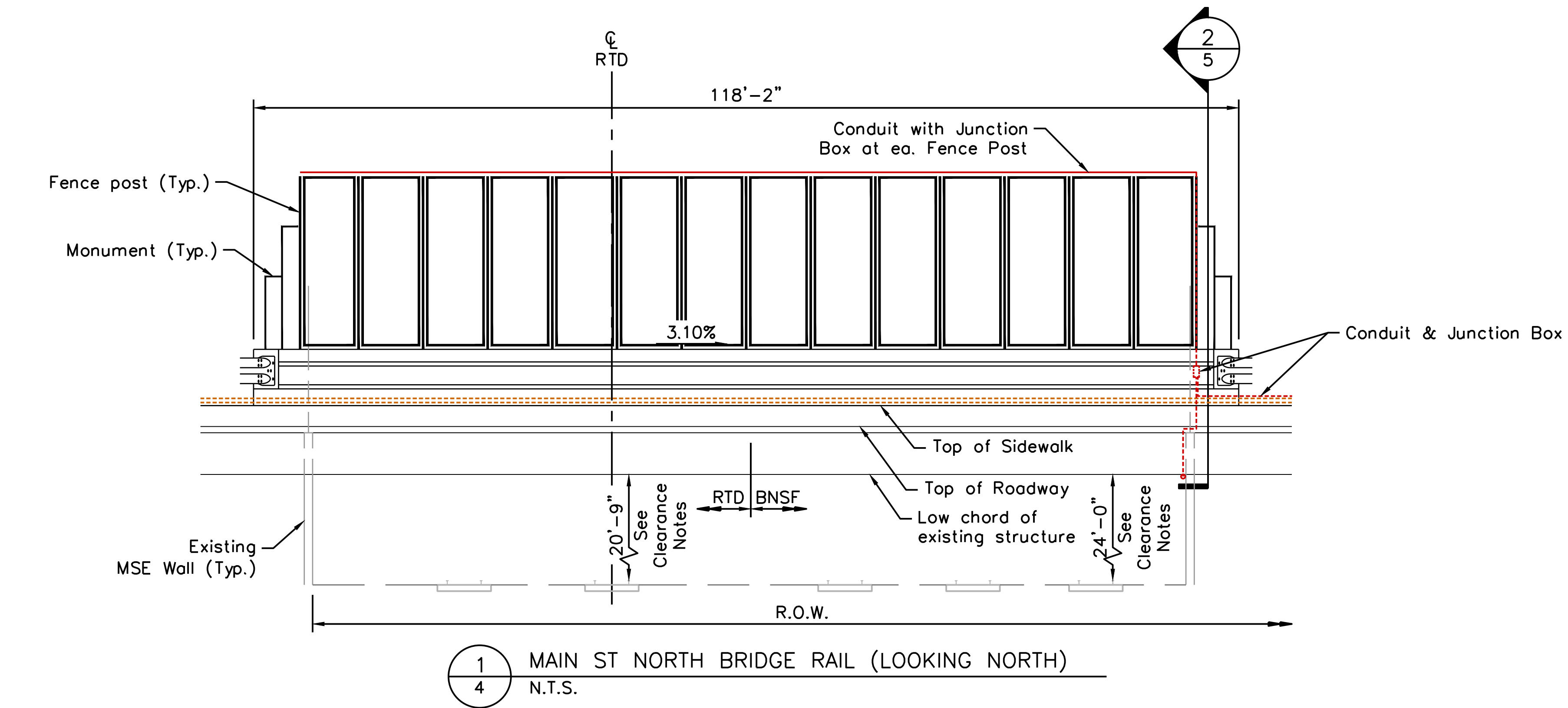
Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

As Constructed
No Revisions:
Revised:
Void:

MAIN ST BRIDGE - ELECTRICAL ELECTRICAL PLAN			
Designer:	G. THIESSE	Structure Numbers	(ALAMO) LTNB.775-03.168
Detailer:	G. THIESSE		(MAIN) LTNB.750-03.175
Sheet Subset:	N/A		(PRINCE) LTNC.021-03.059
Subset Sheet:	N/A		(MINERAL) LTND.970-02.151



Project No./Code
Sheet Number 3 of 5

Y:\Denver\151800S\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Bridge_Rail.dwg - Current tab: E-Main - Print Time: Mon, 10 Feb 2025 - 7:58am By: meyerhardt Last Save: Mon, 03 Feb 2025 - 9:17am

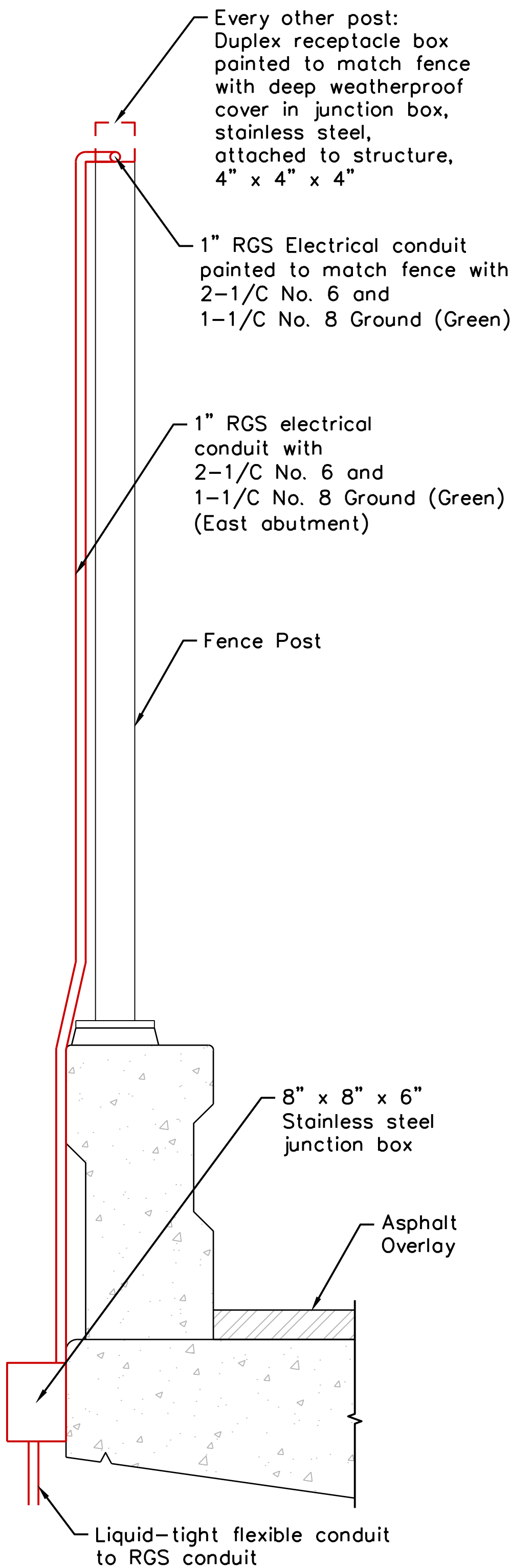


Clearance Notes:

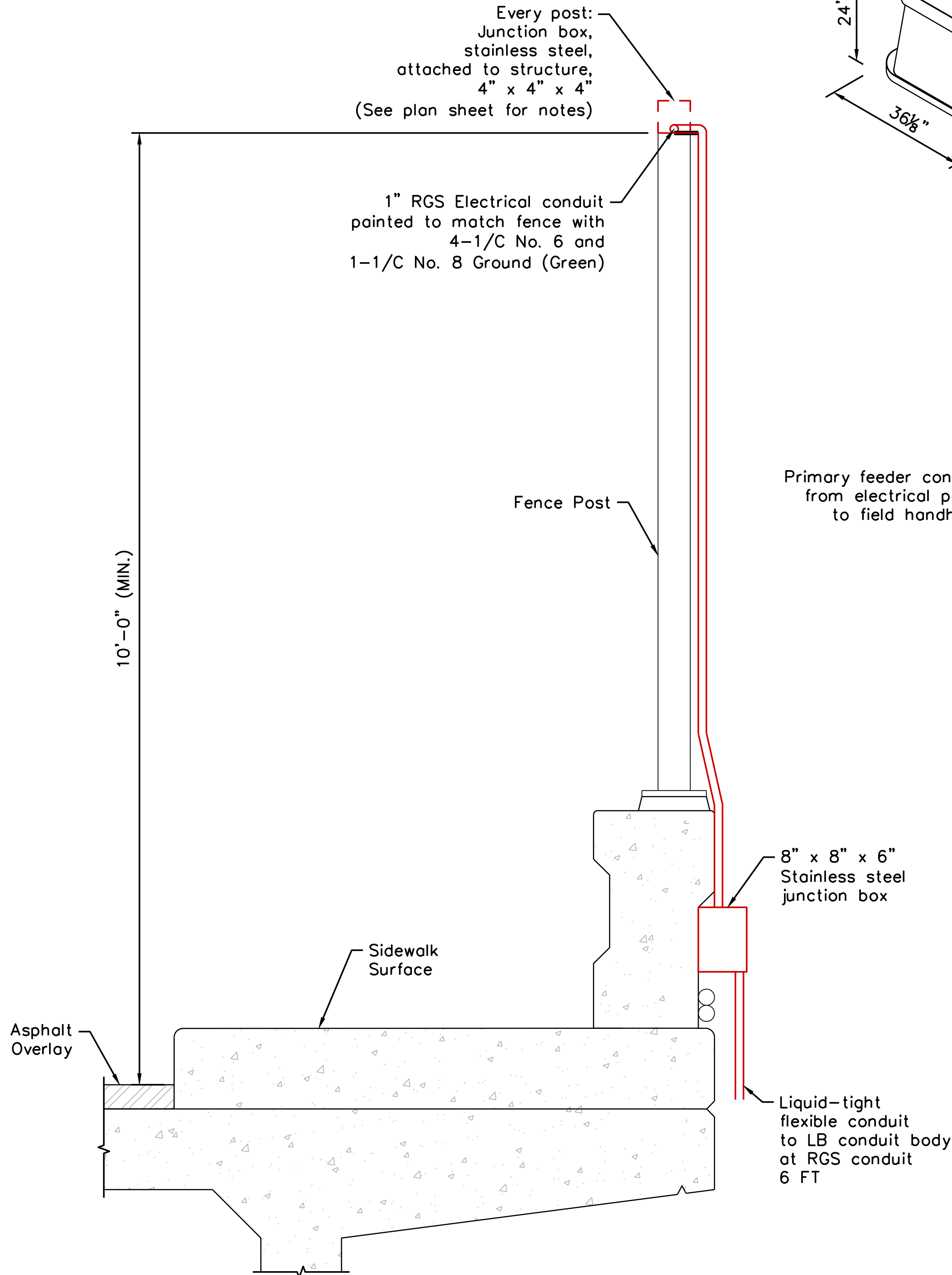
1. The Contractor shall not be permitted to encroach on the existing vertical clearance at any time.
2. The vertical clearances shown are approximate.

Computer File Information				Sheet Revisions				 Public Works 2255 W. Berry Ave. Littleton, Colorado 80120 303-795-3863	 Alfred Benesch & Company 7979 E. Tufts Avenue, Suite 800 Denver, Colorado 80237 303-771-6868 Job No. 151872.12	As Constructed		ELEVATION VIEW			Project No./Code	
Creation Date:	2/3/2025	Initials:	<input type="text"/>							No Revisions:		-----				
Last Modification Date:	2/3/25	Initials:	<input type="text"/>							Revised:		Designer: S. BANKS	Structure	(ALAMO) LTNB.775-03.168		
Full Path:	Y:\DENVER\151800S\151872.12_Prince_Fence\Eng_Docs\Sheets											Detailer: M. EVERHARDT	Numbers	(MAIN) LTNB.750-03.175		
Drawing File Name:	151872.12_RTD-UAR_Bridge_Rail.dwg											See Bridge Electrical		(PRINCE) LTNC.021-03.059		
Acad Ver.	Scale:	Units:	English							Void:		Subset Sheet	Main of 5	(MINERAL) LTND.970-02.151	Sheet Number	4 of 5

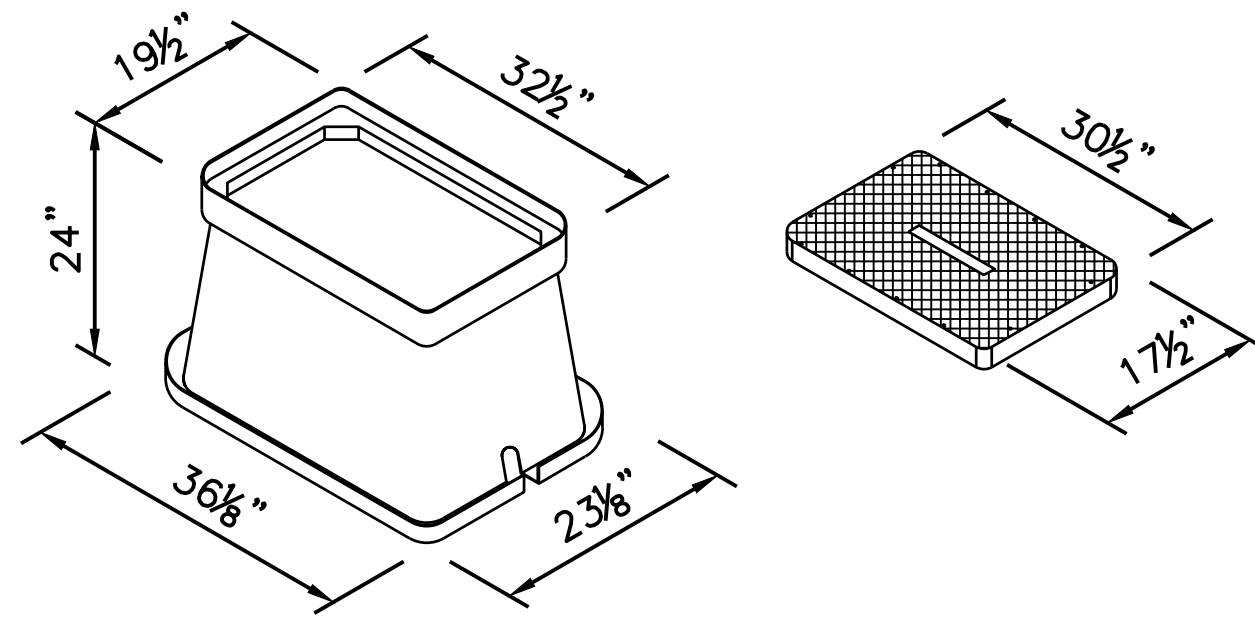
Y:\Denver\1518005\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Electrical Details.dwg - Current tab: E-Main - Print Time: Mon, 10 Feb 2025 - 7:58am By: maverhardt Last Save: Mon, 10 Feb 2025 - 7:55am



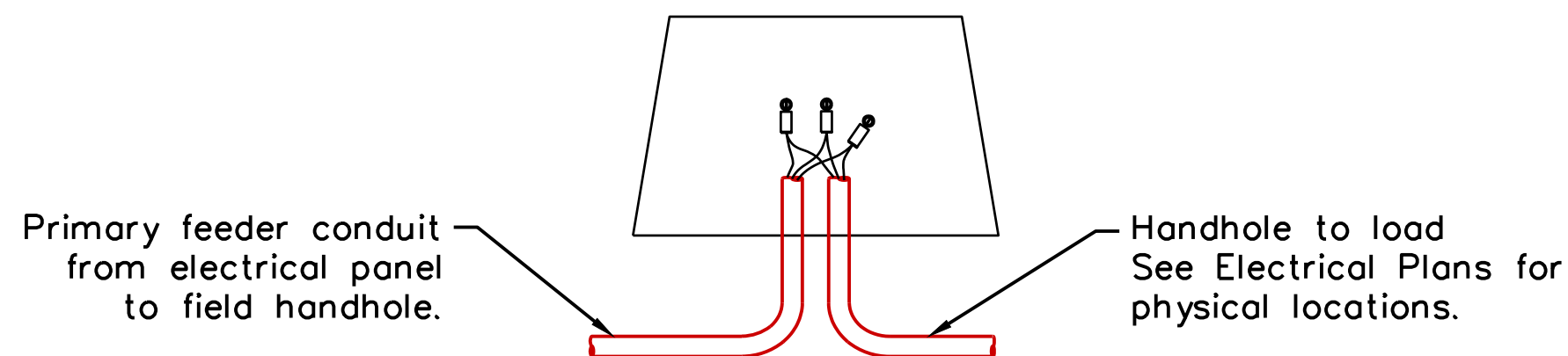
1
5 BARRIER/FENCE SECTION WITH ELECTRICAL
N.T.S.



2
5 BARRIER/FENCE SECTION WITH ELECTRICAL (WITH SIDEWALK)
N.T.S.



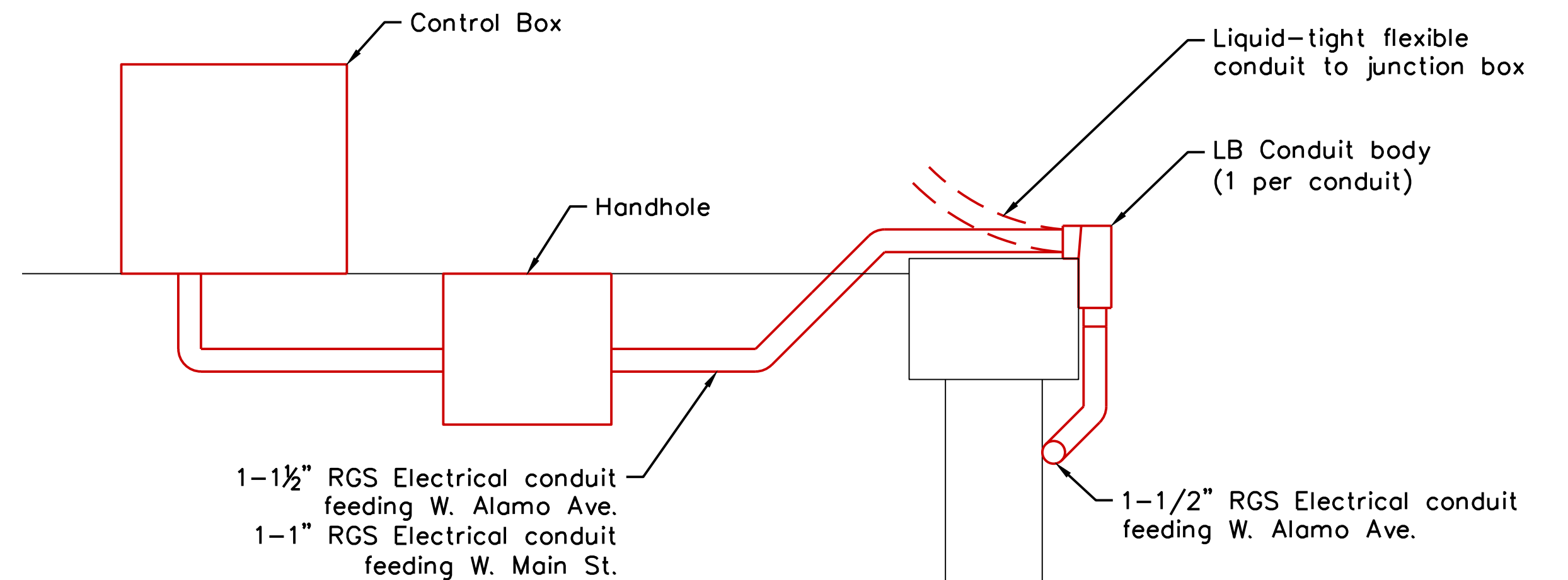
3
5 TIER 15 QUAZITE HANDHOLE
N.T.S.



4
5 EHH HANDHOLE SPLICE
N.T.S.

EHH Handhole Splice Notes:

- Contractor shall provide submersible lugs, type SLWB2/0-3P by Polaris Electrical Connectors, or approved equal..



5
5 CONDUIT ROUTING AT EXISTING RETAINING WALL
N.T.S.

Computer File Information

Creation Date:	2/3/2025	Initials:	MRE
Last Modification Date:	2/10/25	Initials:	MRE
Full Path:	Y:\DENVER\1518005\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File Name:	151872.12_RTD-UAR_Electrical_Details.dwg		
Acad Ver.	Scale:	Units: English	

Sheet Revisions



Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

As Constructed

No Revisions:

Revised:

Void:

**MAIN ST BRIDGE - ELECTRICAL
DETAILS**

Designer:	G. THIESSE	Structure Numbers	(ALAMO) LTNB.775-03.168
Detailer:	G. THIESSE		(MAIN) LTNB.750-03.175
Sheet Subset:	N/A		(PRINCE) LTNC.021-03.059
Subset Sheet:	N/A		(MINERAL) LTND.970-02.151

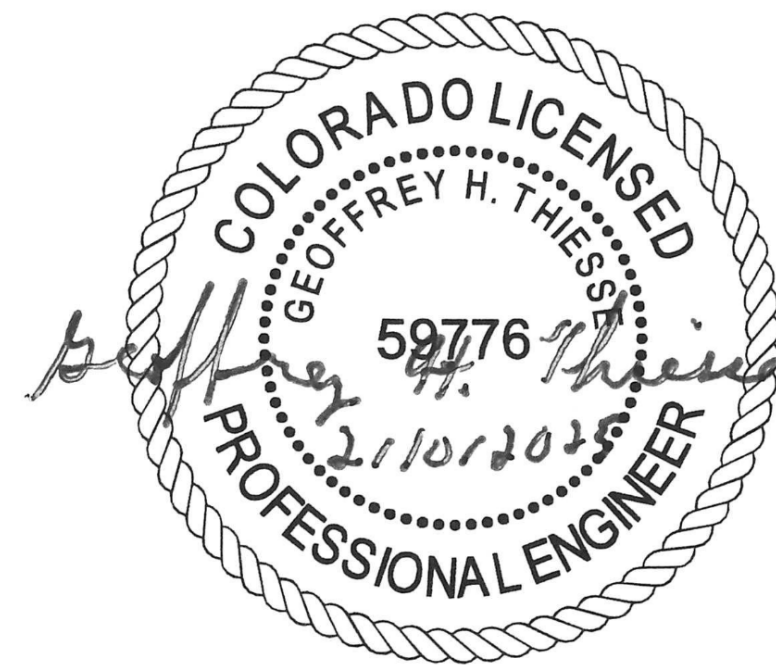
Project No./Code

Sheet Number 5 of 5

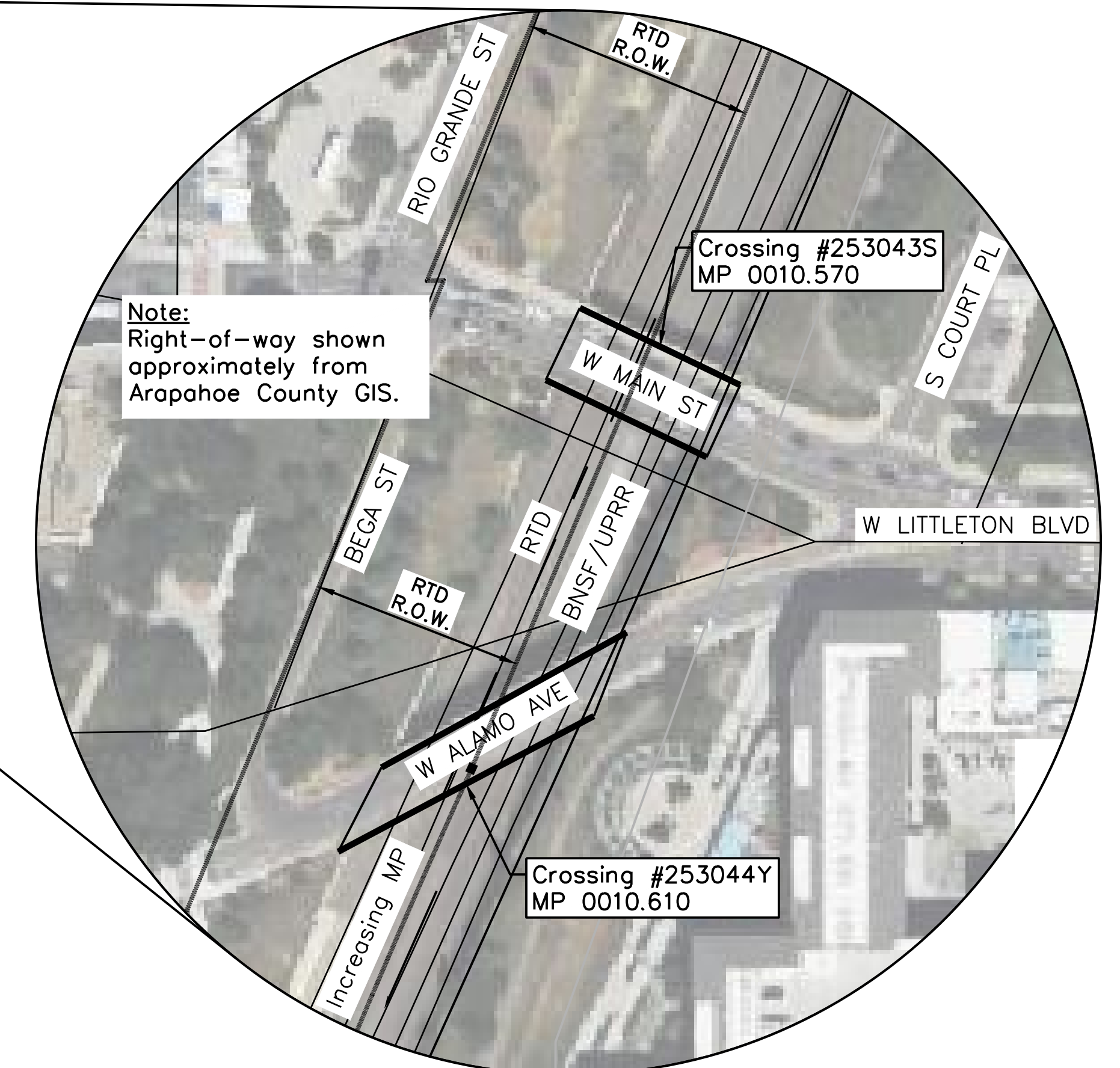
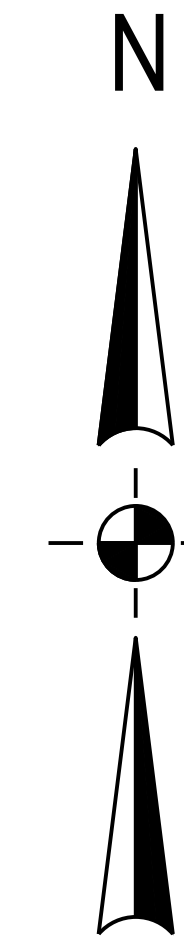
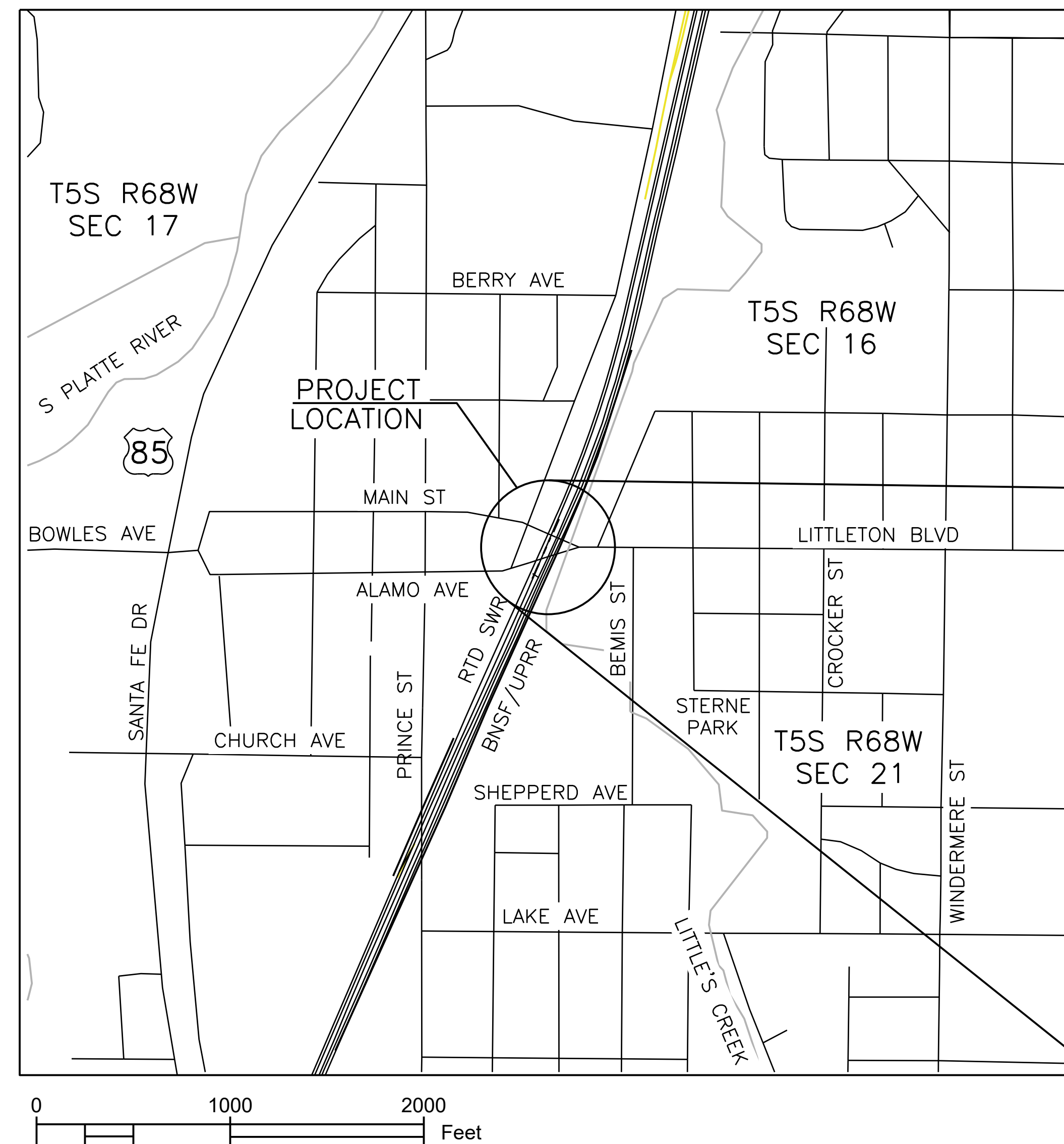
EXHIBIT B
Communications Facilities and Licensed Area

CITY OF LITTLETON, COLORADO PUBLIC WORKS
ON RTD ROW CROSSING MAIN ST
RTD UAR # SWR-58-NewAP5-C
(2 X FIBER CONDUIT)

NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	PLAN VIEW
4	ELEVATION VIEW
5	DETAILS



FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(or 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org

[illegible]

\\Denver\\1518005\\151872.12_Prince_Fence\\Drawings\\Sheets\\151872.12_RTD_UAR_Cover_Sheet.dwg - Current tab: F-Main - Print Time: Mon, 10 Feb 2025 - 7:58am By: meyerhardt Last Save: Mon, 10 Feb 2025 - 7:55am

Y:\Denver\151800S\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR-General Notes.dwg -- Current tab: F-Main -- Print Time: Mon, 10 Feb 2025 -- 7:55am By: neverhardt Last Save: Mon, 10 Feb 2025 -- 7:55am

General Notes:

1.

This work will take place over active tracks of the BNSF Railway (BNSF) and the Regional Transportation District (RTD). No work shall take place without the permission of the BNSF and/or RTD. Work may be permitted by the BNSF and/or RTD over active tracks during service windows between trains. Any work taking place must immediately cease when directed by the BNSF or RTD representatives.
2.

The Contractor shall prepare and submit a Temporary Falling Object Protection Plan to the BNSF and RTD for approval. Temporary falling object protection, as shown on these plans, represents only a general configuration. The contractor is responsible for designing and detailing all falling object protection and submitting it to both the BNSF and RTD for approval. The falling object protection platform shall be designed to support a vertical load of 100 pounds per square foot. Falling object protection shall be designed and sealed by a Professional Engineer registered in Colorado. Approval of the falling object protection design from both BNSF and RTD is required before beginning the work.
3.

During removal and installation operations, items to be removed or installed, including chain link fabric, existing and new fence posts, new fence panels, conduit, etc., shall be secured in a manner approved by the BNSF and RTD, to eliminate the possibility that they could fall from the bridge onto the tracks below. This shall be part of the falling object protection plan.
4.

As the work is in progress, no gaps between new and existing fencing will be permitted during non-work hours. Temporary fencing panels shall be required to close gaps during non-working hours.
5.

Work may take place during the following times:

Monday through Saturday 7:00 AM to 7:00 PM

All work shall be scheduled and approved by the City of Littleton at least one week in advance. Work days and hours may be further restricted by BNSF, RTD, or the City of Littleton.
6.

One lane of vehicular traffic in each direction must remain open at all times on all bridges. Two-way traffic shall be maintained on Prince St. at all times. Two lanes of vehicular traffic must be open on all bridges during all non-work hours.
7.

For Main St. and Alamo Ave. the sidewalk on one of the two bridges must remain open at all times.
8.

With the approval of both the BNSF and RTD, all bridges may be worked on during a given work period.
9.

Contractor to field verify existing dimensions before the work begins.
10.

All loose structural concrete coating must be removed before new structural concrete coating is applied.
11.

The cost of removing and re-installing the guardrail transitions to allow for affixing the structural coating shall be included in the cost of the structural coating.

Proposed Construction Sequence:

1.

Close the lane adjacent to the work area to vehicular traffic. This lane closure will only be allowed during approved work hours. All lanes shall be open to vehicular traffic during non-work hours.
2.

If work is being performed adjacent to a sidewalk, the sidewalk shall be closed to pedestrians. This closure will remain in place for the duration of work (work and non-work hours). The approved pedestrian detour must be in place at all times while the sidewalk is closed.
3.

All work above tracks shall be performed only when the BNSF or RTD representative is on site and gives explicit permission that the work may proceed. All work shall immediately cease and the work site secured when directed by the BNSF or RTD representative.
4.

Remove sections of chain link fabric and top rail between posts that will be replaced in a given work day. The intent is to not leave any gaps in the fence when the Contractor is not actively working. Existing chain link fencing outside the current work area shall remain in place.
5.

Install temporary falling object protection.
6.

Remove existing fence posts and existing monuments.
7.

Repair spalled concrete as directed by the Engineer or City of Littleton.
8.

Remove guardrail transitions as necessary.

9.

Apply structural concrete coating.
10.

Re-install guardrail transitions as necessary.
11.

Install conduit on back face of bridge rail of the Main St. and Alamo Ave. bridges.
12.

Install new posts.
13.

Remove temporary falling object protection.
14.

Install new fencing panels and monuments.
15.

Install new conduit on the fences of the Main Street and Alamo Avenue Bridges.

RTD Notes And Requirements:

1.

Contractor Shall Notify RTD's Utility Engineering/Construction Team (303-299-2811) A Full Two (2) Weeks Prior To Construction And Shall Coordinate A Utility Pre-Construction Meeting With RTD. Contractor And Sub-Contractors Working On Or Across RTD ROW/Tracks Must Attend The Utility Pre-Construction Meeting. An RTD Representative Must Be On-Site During Construction. The Utility Pre-Construction Meeting Shall Occur Within A Week Of The Start Of Construction.
2.

Contractors And Sub-Contractors Must Attend All Necessary Light Rail On Track Safety Training Prior To The Start Of Any Work On, Adjacent To, Or Across RTD ROW With Light Rail Tracks.
3.

Contractor Shall Contact RTD's Maintenance Of Way (MOW) And RTD Rail Operations (303-299-3415) A Full Week Prior To Construction And Attend The Weekly RTD Mandatory Rail Construction Meeting (In Addition To The Utility Pre-Construction Meeting) Prior To The Start Of Any Project Construction. Contractor May Not Begin Any Work Without An RTD MOW Access Permit. RTD's MOW Will Not Issue A Permit Without An Executed Utility Agreement In Place For Your Work.
4.

Contractor Shall Not Begin Any Work On Or Across RTD ROW/Tracks Until RTD Has Issued And Executed Utility Agreement.
5.

Contractor May Not Begin Work Until RTD Has Issued A Pre-Construction Resolution Record (PCRR). A PCRR Will Be Completed, Signed, And Issued By RTD's Utility Engineering/Construction Team During The Utility Pre-Construction Meeting And Must Be Kept On-Site At All Times During Construction.
6.

~~Traffic Control Plans Are Required If Work Has The Potential Of Impacting RTD Rail And/Or Bus Operations, Or Automobile Traffic Near Train Or Bus Facilities And/Or Railroad Crossings. Traffic Control Plans Must Be Submitted To RTD For Approval Prior To Construction.~~
7.

RTD Assumes No Responsibility For Utility Locations Shown On These Construction Drawings. It Is The Contractor's Responsibility To Field Verify The Location Of All Utilities Prior To The Commencement Of Any Construction.
8.

Contractor Shall Identify The Horizontal Location And Vertical Depth Of RTD Underground Electric And Communication Ducts And Install The New Utility Without Compromising The Integrity Of The RTD Tracks Or Dynamic Envelope. This Must Be Accomplished By Non-Destructive Exploratory Means And Methods Of Locating The RTD Ducts That Does Not Include Potholing Or Digging Within The RTD Track Envelope. The Locating Method Must Be Agreed Upon By Both Contractor And RTD And Shall Be Described At Pre-Construction Meeting And Shall Be Part Of The Pre-Construction Resolution Record (PCRR). The Contractor Shall Be Responsible To Make RTD Whole From Any Damage To RTD Facilities, Including Damage Done After Assistance By RTD Staff To Help Locate RTD Ducts.

9.

Contractor Shall Survey And Submit The Completed Horizontal Plan And Vertical Profile To RTD Within 30 Calendar Days Of The Completion Of Construction. The Plan And Profile As-Built's Must Contain The Following Information:

a.

~~Before And After Surveys Of Top Of RTD Tracks -- Contractor Shall Survey Top Of Tracks To Show No Movement Of Tracks Due To Construction: At A Minimum, The Contractor Shall Survey A Total Of 5 Survey Points Per Rail (With 10 Foot Separation Between Points), With The Center Point On Each Rail Located As Close As Possible Over The Centerline Of The New Utility So That The 5 Shots Straddle The New Crossing Location. The Before (Pre-Construction) Survey Must Be Done No More Than 30 Days Prior To Construction And The After (Post-Construction) Survey Must Be Done No More Than 30 Days After Construction Is Completed. If Construction Duration Extends Beyond 2 Months A Top Of Rail Status Survey Must Be Done And Submitted Every 30 Days During Construction Across The Tracks. The Utility Agreement Number And Survey Date Must Appear On All Top Of Rail Survey Submittals.~~

b.

As-Built Survey Of Installed Utility -- Contractor Shall Survey A Minimum Of Five (5) Locations Equally Spaced Along The Installed Pipeline Across The RTD ROW And Tracks To Show The Exact Installed Horizontal Location And Vertical Depth Of The New Pipeline Where It 1) Enters The RTD ROW, 2) Exits The RTD ROW, 3) Crosses The Centerline Of The RTD Tracks, 4) Location Half Way Between Entering ROW & Track Centerline On Either Side Of The Tracks, 5) Location Half Way Between Exiting ROW & Track Centerline On Either Side Of The Tracks. As-Built Submittal Shall Include The Following:
 - RTD Utility Agreement Number,
 - Date Utility Was Installed,
 - Size Of Pipe And Size Of Casing,
 - Thickness Of Pipe And Thickness Of Casing,
 - Material Of Pipe And Material Of Casing.
 - As-Built's Must Be Stamped, Signed, And Dated By A Licensed Surveyor Or Engineer.

c.

Surveyor Field Notes -- Contractor Shall Supply RTD With A Copy Of The Surveyor's Field Notes To Support The Before And After Survey Data And Final Utility Installation Data.
10.

Contractor Shall Clearly Mark Utility Crossing Using A Method Agreed Upon By Contractor And RTD At Pre-Construction Meeting. Markers May Include 4 Foot Utility Posts Over Utility Or Visible Manholes On Both Sides Of RTD ROW/Tracks. The Contractor Shall Install Tracer Wire In All Non-Metallic Pipes. All Utilities Installed Within RTD ROW Or Crossing RTD Tracks Must Be Locatable With Standard Locating Equipment.
11.

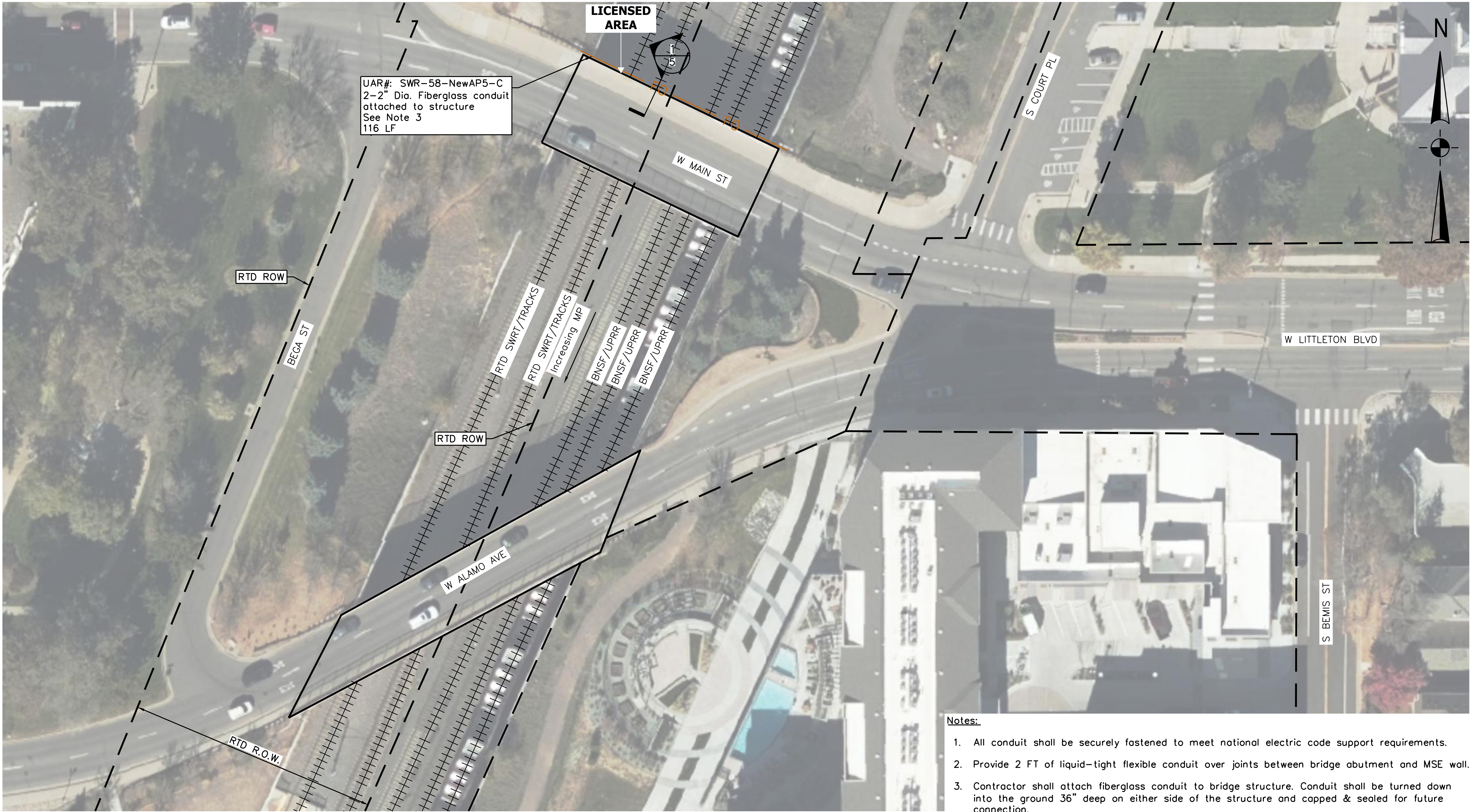
Cathodic Protection Must Be Included For All New, Buried, Metallic, Pressurized, Piping Crossing RTD Light Rail Tracks. Design Must Meet RTD's LRT Design Criteria For Cathodic Protection.
12.

Contractor Must Have The Following Documents On-Site During Construction At All Times:
 - RTD's Executed Utility Agreement,
 - RTD's Approved Light Rail Access Permit,
 - RTD's On Track Light Rail Safety Training Certificates,
 - PE Stamped/Signed For Construction Plans/Profiles Approved By RTD,
 - RTD Rr Crossing Application Data Sheet,
 - RTD's Signed Pre-Construction Resolution Record.
13.

No In-Field Changes Are Allowed To Any Part Of This Design Where The Utility Crosses RTD ROW/Tracks Without Written Approval From RTD Prior To Construction Of The Change.

Computer File Information			Sheet Revisions			As Constructed		MAIN ST BRIDGE – FIBER GENERAL NOTES			Project No./Code		
Creation Date:	2/3/2025	Initials:				No Revisions:		Designer:	S. BANKS	Structure Numbers	(ALAMO) LTNB.775–03.168	Sheet Number 2 of 5	
Last Modification Date:	2/10/25	Initials:				Revised:		Detailer:	M. EVERHARDT		(MAIN) LTNB.750–03.175		
Full Path:	Y:\DENVER\151800S\151872.12_Prince_Fence\Eng_Docs\Sheets					Void:		Sheet Subset:	N/A		(PRINCE) LTNC.021–03.059		
Drawing File Name:	151872.12_RTD–UAR_General Notes.dwg							Subset Sheet:	N/A		(MINERAL) LTND.970–02.151		
Acad Ver.	Scale:	Units: English											


Y:\Denver\1518005\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Electrical Receptacle Plan.dwg - Current tab: F-Main - Print Time: Mon, 10 Feb 2025 - 7:58am By: meyerhardt Lost Save: Mon, 10 Feb 2025 - 7:57am




- Notes:
1. All conduit shall be securely fastened to meet national electric code support requirements.
 2. Provide 2 FT of liquid-tight flexible conduit over joints between bridge abutment and MSE wall.
 3. Contractor shall attach fiberglass conduit to bridge structure. Conduit shall be turned down into the ground 36" deep on either side of the structure and capped & sealed for future connection.

Computer File Information			
Creation Date:	2/3/2025	Initials:	MRE
Last Modification Date:	2/10/25	Initials:	MRE
Full Path:	Y:\DENVER\1518005\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File:	151872.12_RTD-UAR_Electrical Receptacle Plan.dwg		
Acad Ver.	Scale:	Units: English	

Sheet Revisions			



Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



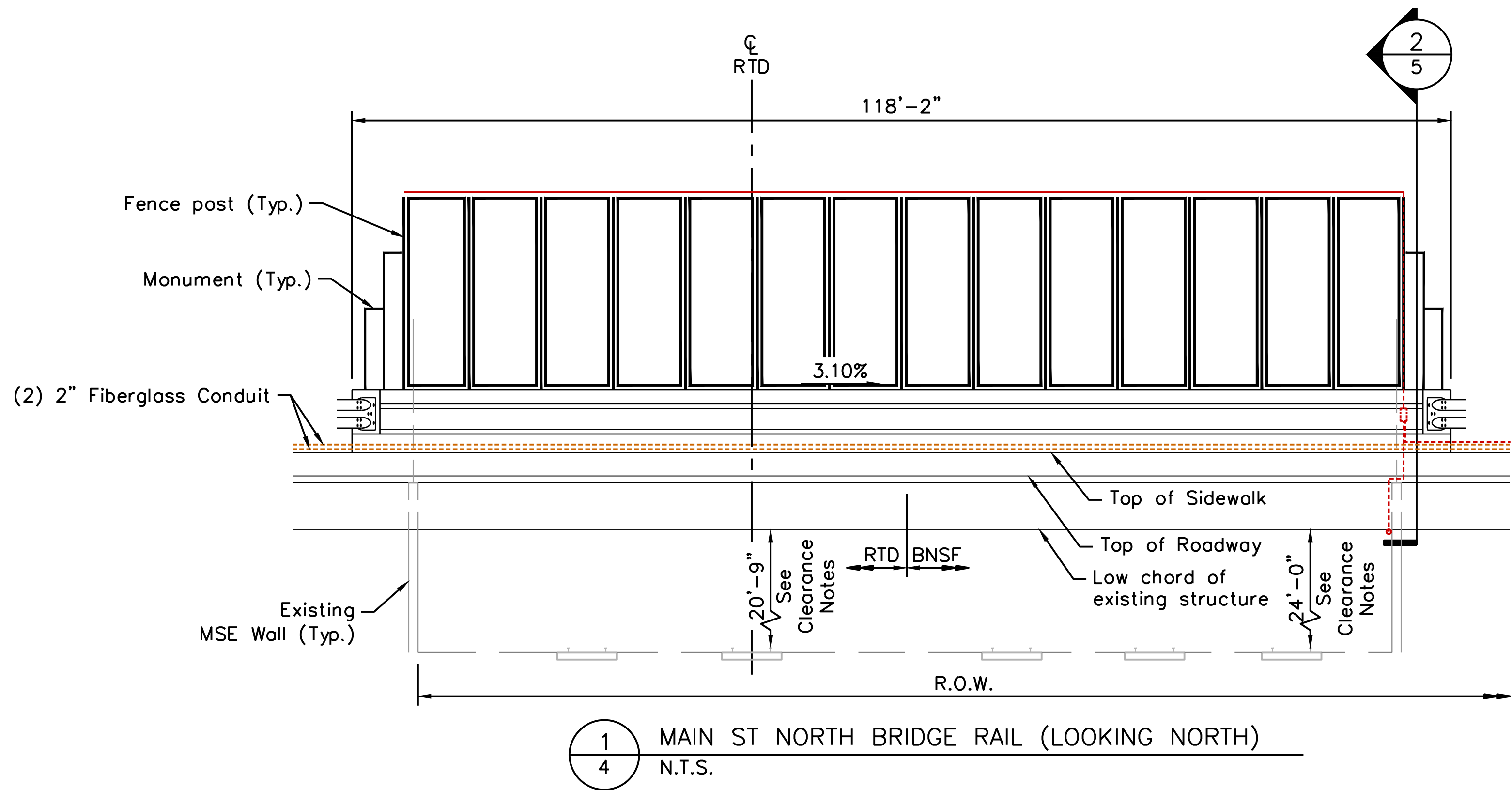
Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

As Constructed
No Revisions:
Revised:
Void:

MAIN ST BRIDGE – FIBER PLAN VIEW			
Designer:	G. THIESSE	Structure Numbers	(ALAMO) LTNB.775-03.168
Detailer:	G. THIESSE		(MAIN) LTNB.750-03.175
Sheet Subset:	N/A		(PRINCE) LTNC.021-03.059
Subset Sheet:	N/A		(MINERAL) LTND.970-02.151

Project No./Code
Sheet Number 3 of 5

Y:\Denver\151800S\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Bridge Rail.dwg - Current tab: F-Main - Print Time: Mon, 10 Feb 2025 - 7:58am By: neverhardt Last Save: Mon, 03 Feb 2025 - 9:17am



Clearance Notes:


1. The Contractor shall not be permitted to encroach on the existing vertical clearance at any time.
2. The vertical clearances shown are approximate.

Computer File Information			
Creation Date:	2/3/2025	Initials:	
Last Modification Date:	2/3/25	Initials:	
Full Path:	Y:\DENVER\151800S\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File Name:	151872.12_RTD-UAR_Bridge Rail.dwg		
Acad Ver.	Scale:	Units:	English

Sheet Revisions			



Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

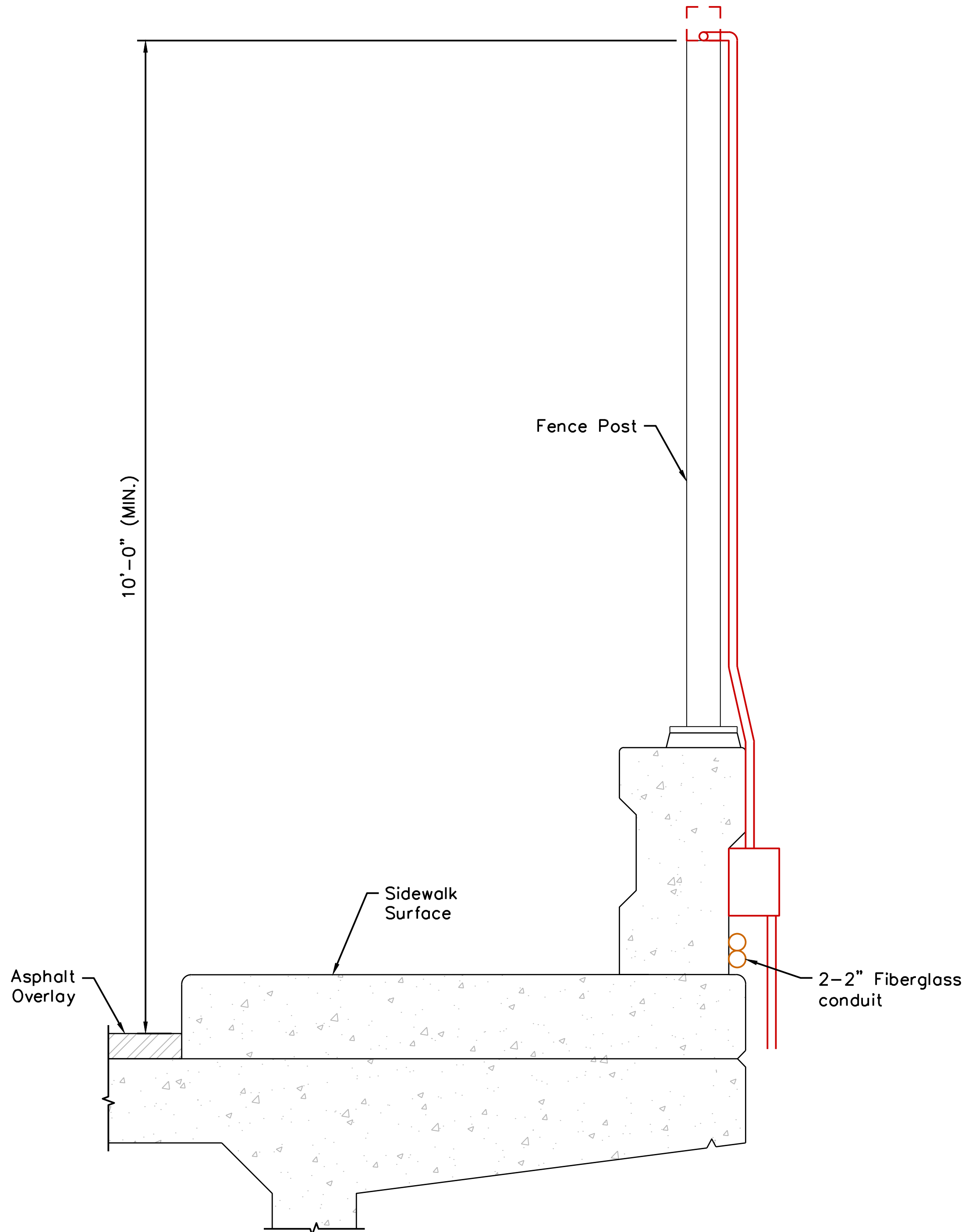
As Constructed
No Revisions:
Revised:
Void:

ELEVATION VIEW			

Designer:	S. BANKS	Structure	(ALAMO) LTNB.775-03.168
Detailer:	M. EVERHARDT	Numbers	(MAIN) LTNB.750-03.175
Sheet Subtitle - Fiber			(PRINCE) LTNC.021-03.059
Subset Sheet Main of 5			(MINERAL) LTND.970-02.151

Project No./Code
Sheet Number 4 of 5

Y:\Denver\1518005\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Electrical_Details.dwg -- Current tab: F--Main -- Print Time: Mon, 10 Feb 2025 -- 7:58am By: meyerhardt Last Save: Mon, 10 Feb 2025 -- 7:55am



2 BARRIER/FENCE SECTION WITH ELECTRICAL (WITH SIDEWALK)
5 N.T.S.

Computer File Information			
Creation Date:	2/3/2025	Initials:	MRE
Last Modification Date:	2/10/25	Initials:	MRE
Full Path:	Y:\DENVER\1518005\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File Name:	151872.12_RTD-UAR_Electrical_Details.dwg		
Acad Ver.	Scale:	Units: English	

Sheet Revisions			



Littleton

Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



benesch

Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

As Constructed
No Revisions:
Revised:
Void:

MAIN ST BRIDGE – FIBER DETAILS			
Designer:	G. THIESSE	Structure Numbers	(ALAMO) LTNB.775-03.168
Detailer:	G. THIESSE		(MAIN) LTNB.750-03.175
Sheet Subset:	N/A		(PRINCE) LTNC.021-03.059
Subset Sheet:	N/A		(MINERAL) LTND.970-02.151

Project No./Code
Sheet Number 5 of 5

EXHIBIT C
Contractor Right of Entry Agreement

EXHIBIT C
FORM OF CONTRACTOR RIGHT OF ENTRY AGREEMENT
City of Littleton West Main Street Bridge – Southwest Rail Line
Electric and Communications Facilities

This CONTRACTOR RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and _____¹ whose address is _____ ("**Contractor**").

RECITALS

- A. RTD owns and operates a rail line in the Southwest Corridor known as the Southwest Rail Line ("**RTD Property**") for mass transit purposes.
- B. RTD and City of Littleton ("**Licensee**") are parties to a License Agreement effective _____² ("**License**"), whereby RTD granted a non-exclusive license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purposes of constructing, maintaining, using, and operating the Electric and Communications Facilities within the Licensed Area, as those terms are defined in the License. The License is incorporated into this Agreement by reference.
- C. Licensee has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Facilities pursuant to the License.

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

ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the Licensed Area and in accordance with the plans shown on the attached **Exhibit 1** Electric Facilities and **Exhibit 2** Communications Facilities.
- B. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.

1 Insert name and address of Contractor.

2 Insert date of License Agreement.

- C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for 180 days, until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

ARTICLE 3. WORK AND COORDINATION WITH RTD

- A. Contractor shall perform the work in accordance with **Exhibit 1** and **Exhibit 2** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with RTD Utility Engineering at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd-denver.com and RTD Rail Operations at 303.299.3457 or email at brianfarris@rtd-denver.com. Contractor or Contractor's Agent shall notify RTD Utility Engineering and RTD Rail Operations a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- B. Contractor shall, and shall require Contractor's Agents to, obtain an approved right-of-way access permit from RTD Rail Operations at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy> ("**Access Permit**") whenever Contractor or its equipment will be present inside a restricted,

fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").

1. Contractor must initiate a request for an Access Permit no fewer than 21 business days prior to the date of the proposed access.
 2. Contractor's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD.
 3. Contractor's Agents seeking access under the Access Permit shall complete applicable safety training, which RTD shall provide at Contractor's cost, or provide proof of current training, prior to the RTD coordination meeting.
 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 5. If an Access Permit is granted, RTD shall provide any flagger necessary to protect RTD rail service, patrons and employees at Contractor's cost to protect and expedite train movement whenever the Access Permit requires it.
- C. Whenever an Access Permit is active, Contractor shall ensure that Contractor's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have RTD-safety trained and qualified look-outs on the Licensed Area for the work.
 4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
 5. Notify RTD dispatch control at 303.299.3480 prior to entering, and when clear of, the Licensed Area.
 6. Keep all active tracks completely usable at all hours, unless Contractor has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
- D. Contractor shall notify RTD Rail Operations immediately if Contractor becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- E. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Contractor's cost upon a showing by Contractor that de-energization is necessary to accomplish Contractor's work. Contractor shall remit the de-energization fee to RTD prior to de-energization. Contractor understands and acknowledges that the mainline OCS cannot

be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.

- F. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD of the emergency at 303.299.3480 or such other number provided by RTD and advise of Contractor's proposed actions to immediately address the emergency. If reasonably practicable, Contractor shall avoid remedial operations that would delay or obstruct RTD rail operations. If Contractor cannot avoid such remedial operations, Contractor shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Contractor shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.
- G. RTD reserves the right to have its personnel present during any work under this Agreement.
- H. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- I. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- J. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- K. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- L. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- M. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements

or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 5. DIGGING AND BORING

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

ARTICLE 6. NOTICES

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

If to RTD:	Regional Transportation District Attn: Senior Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202 303.299.2440 realproperty@rtd-denver.com
With a copy to:	Regional Transportation District Attn: General Superintendent, Infrastructure 1350 Rio Ct. Denver, Colorado 80204 303.299.3457 brian.farris@rtd-denver.com In emergency: 303.299.3480
If to Contractor:	[Insert Contractor information] <hr/> Name of Company <hr/> Address <hr/> City, State, Zip <hr/> Phone <hr/> Email

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

ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor's agents and subcontractors to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 8. NO WARRANTY

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

ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
 5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.
 - C. Each insurance certificate required above shall have the following endorsements attached:
 1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
 3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 5. Waiver of subrogation in favor of and acceptable to RTD.
 - D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
 - E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.

- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities:** Any action or omission of Contractor and/or Contractor's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
 - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
 - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
 - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations,

concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
- b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
- b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or
- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.

B. **No Hazardous Material on Property**. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged,

released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.

- C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 11. SAMPLES AND REMOVAL

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

ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.

- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental

authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.

- O. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page to Follow

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

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
Jared McCauley
Assistant General Counsel

CONTRACTOR

Company Name

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Electric Facilities and Licensed Area

EXHIBIT 2
Communication Facilities and Licensed Area

LICENSE AGREEMENT

Electric Facilities – Southwest Rail Line City of Littleton West Alamo Avenue Bridge

THIS LICENSE AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and CITY OF LITTLETON, a home rule municipality in the Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, whose address is 2255 W. Berry Ave., Littleton, Colorado 80120 ("**Licensee**").

RECITALS

- A. RTD owns and operates a rail line in the Southwest Corridor known as the Southwest Rail Line ("**RTD Property**") for mass transit purposes.
- B. Licensee desires to construct, maintain, use, and operate electric Facilities (defined below) installed on the West Alamo Avenue Bridge within the RTD Property in the vicinity of West Alamo Avenue and Bega Street, City of Littleton, Arapahoe County, Colorado ("**Licensed Area**").

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

ARTICLE 1. LICENSE

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the purposes of constructing, maintaining, using, and operating two (2) 1-inch electric conduits containing two (2) No. 8 electric wirelines, including stainless steel junction boxes and receptacles, attached to the bridge fence structure on the north and south sides of the bridge (collectively, "**Facilities**"), crossing the RTD Property 26 feet above top of rail within the Licensed Area and in accordance with the plans shown on the attached **Exhibit A**.
- B. RTD shall retain all rights in and usage of the Licensed Area. The License is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Licensee's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- C. Licensee shall require its agents, employees, contractors, and subcontractors (collectively, "**Licensee's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.

- D. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect until terminated by either party pursuant to the provisions of Article 3 or terminated by court order, whichever is earlier.

ARTICLE 3. TERMINATION AND DEFAULT

- A. RTD may terminate this Agreement as to all Facilities or with respect to certain Facilities or portions of the Licensed Area. RTD shall provide notice of termination to Licensee in writing 180 days prior to the effective date of termination and shall specify the scope and extent of such termination. Prior to the effective date of termination specified, Licensee shall, at its cost, remove its terminated Facilities and reasonably restore the RTD Property and Licensed Area on which the terminated Facilities were installed to the condition in which the RTD Property and Licensed Area existed as of the Effective Date. Licensee shall provide notice in writing to RTD that it intends to remove the Facilities 60 days prior to the anticipated date of removal. Upon RTD's inspection and acceptance of such removal and restoration of the RTD Property and Licensed Area, this Agreement shall terminate even if the effective date of termination specified in RTD's notice has not been reached. If the Facilities are removed from the RTD Property and Licensed Area without notice to RTD, this Agreement shall automatically terminate.
- B. In the event of Licensee's violation of any of the terms of this Agreement, Licensee shall correct such violation immediately upon receipt of written notice from RTD ("**Default Notice**") at no cost to RTD. If the violation is not cured to the satisfaction of RTD within 30 days after receipt of the Default Notice, or such longer period as RTD may permit in writing, RTD may elect to correct or eliminate the violation at Licensee's expense, without prejudice to RTD's right to terminate this Agreement. If Licensee fails to timely reimburse RTD, RTD may terminate this Agreement effective immediately, and Licensee shall immediately cease operating the Facilities and promptly remove its Facilities and restore the Licensed Area at Licensee's cost. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost.
- C. Licensee's obligation to restore the RTD Property and Licensed Area to the condition in which they existed as of the Effective Date, or to reimburse RTD for such restoration, shall survive any termination of this Agreement.
- D. Licensee shall reimburse RTD under this Article within 30 days after Licensee's receipt of a written invoice and supporting documentation.

ARTICLE 4. WORK AND COORDINATION WITH RTD

- A. The Facilities shall be designed in accordance with applicable RTD design criteria.

- B. Licensee shall install the Facilities in accordance with **Exhibit A**. Licensee shall ensure that the Facilities are constructed with due care, at Licensee's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD design and construction standards.
- C. Licensee shall coordinate all work with RTD's Utility Engineering/Construction Team at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd.denver.com and RTD Rail Operations at phone number 303.299.3457 or email at brian.farris@rtd-denver.com. Licensee's Agent shall notify RTD's Utility Engineering/Construction Team and Rail Operations a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.
- D. Licensee will ensure that each of Licensee's Agents requiring access to and entry upon the Licensed Area to perform work under this Agreement, with the exception of individual Licensee employees, obtains a fully executed current form of RTD's Contractor Right of Entry Agreement similar to the form attached as **Exhibit B** ("**Contractor ROE**"). Licensee shall submit any request for a Contractor ROE to the Manager of Real Property at the address provided in this Agreement or by email to RealProperty@RTD-Denver.com. Licensee's Agent shall sign the Contractor ROE and submit it, or have the Licensee submit it, with all required supporting documentation to RTD not less than 14 days in advance of the entry of the respective Licensee's Agent upon the Licensed Area.
- E. After construction has been completed, RTD may inspect and accept the installation of the Facilities and require Licensee to undertake corrective work at Licensee's expense if the work fails to conform to applicable RTD design criteria, RTD construction standards, federal, state or local laws, or applicable industry standards.
- F. Within 30 days of Licensee's completion of construction, Licensee shall provide RTD with one full-sized set of as-built drawings showing the exact location of the Facilities as constructed, including horizontal and vertical ties to referenced benchmarks. If any Facility location shown on the as-built drawings is reasonably determined by RTD to be materially different from the approximated location shown on **Exhibit A**, RTD may require Licensee to undertake corrective work at Licensee's expense. If RTD does not require corrective work, RTD shall notify Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of RTD's notice to Licensee and without further action by the parties, to reflect the as-built location of the Facilities.

ARTICLE 5. OPERATIONS AND MAINTENANCE

Licensee shall ensure that the Facilities are operated and maintained, at Licensee's expense, in good repair and in full compliance with federal, state, and local laws and applicable industry and RTD standards until this Agreement is terminated.

ARTICLE 6. ACCESS

- A. Licensee shall conduct any work under this Agreement in accordance with **Exhibit A**.
- B. During any work under this Agreement, Licensee agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and

debris. Following completion of the work, Licensee shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Licensee does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Licensee's sole expense; Licensee shall reimburse RTD within 30 days of Licensee's receipt of a written invoice and supporting documentation. Licensee's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.

- C. Licensee shall, and shall require Licensee's Agents to, obtain an approved right-of-way access permit from RTD Rail Operations at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy> ("**Access Permit**") whenever Licensee or its equipment will be present inside a restricted, fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
1. Licensee must initiate a request for an Access Permit no fewer than 21 business days prior to the date of the proposed access.
 2. Licensee's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD.
 3. Licensee's Agents seeking access under the Access Permit shall complete applicable safety training, which RTD shall provide at Licensee's cost, or provide proof of current training, prior to the RTD coordination meeting.
 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 5. If an Access Permit is granted, RTD shall provide any flagger necessary to protect RTD rail service, patrons and employees at Licensee's cost to protect and expedite train movement whenever the Access Permit requires it.
- D. Whenever an Access Permit is active, Licensee shall ensure that Licensee's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have RTD-safety trained and qualified look-outs on the Licensed Area for the work.
 4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
 5. Notify RTD dispatch control at 303.299.3480 prior to entering, and when clear of, the Licensed Area.

6. Keep all active tracks completely usable at all hours, unless Licensee has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
- E. Licensee shall notify RTD Rail Operations immediately if Licensee becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- F. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Licensee's cost upon a showing by Licensee that de-energization is necessary to accomplish Licensee's work. Licensee shall remit the de-energization fee to RTD prior to de-energization. Licensee understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.
- G. **In case of emergency** caused by failure of the Facilities within the Licensed Area, Licensee shall immediately notify RTD of the emergency at 303.299.3480 or such other number provided by RTD and advise of Licensee's proposed actions to immediately address the emergency. If reasonably practicable, Licensee shall avoid remedial operations that would delay or obstruct RTD rail operations. If Licensee cannot avoid such remedial operations, Licensee shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Licensee shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Licensee shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Licensee's actions in relation to such failure, in accordance with the process set forth in this Article 6.
- H. RTD reserves the right to have its personnel present during any work under this Agreement.
- I. Licensee shall be responsible for safety related to all aspects of its work under this Agreement. Licensee shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Licensee's Agents are notified of, understand, and abide by them at all times. Licensee shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- J. Licensee shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- K. At any reasonable time, RTD may inspect a work site and appropriate records regarding Licensee's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Licensee of its responsibility for compliance with, and for monitoring compliance by Licensee and its subcontractors with, the safety requirements of this Agreement.

- L. Licensee shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Licensee shall take all appropriate measures to abate the imminent hazard.
- M. Licensee shall ensure that Licensee's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- N. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Licensee's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Licensee that the suspension is lifted. Licensee acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Licensee will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 7. MODIFICATION AND RELOCATION

- A. Licensee shall modify, adjust, or relocate all or any portion of its Facilities within a timeframe that RTD designates whenever RTD finds such action necessary or desirable, or Licensee may terminate this Agreement, remove its terminated Facilities, and restore the Licensed Area to the condition in which it existed as of the Effective Date. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost; reimbursement to RTD shall be due and payable 30 days after Licensee's receipt of a written invoice and supporting documentation.
- B. Should Licensee elect to make the modification, adjustment, or relocation identified by RTD, Licensee shall bear the entire cost and expense incurred in connection with any such modification, adjustment, or relocation of the Facilities, including any and all expenses RTD may incur in connection therewith for supervision, inspection, impacts to RTD's facilities or operations, or otherwise.
- C. If the Facilities are so modified, adjusted, or relocated within the RTD Property, all of the terms, conditions and stipulations in this Agreement with reference to the Facilities shall, so long as any Facilities remain within the RTD Property, apply to the Facilities as modified, adjusted, or relocated. This Agreement shall terminate with respect to all or such part of the RTD Property that no longer contains the Facilities.
- D. The Articles entitled "Work and Coordination with RTD" and "Access" shall also apply to the modification, adjustment, or relocation of the Facilities.

ARTICLE 8. DIGGING AND BORING

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

ARTICLE 9. NOTICES

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

If to RTD:	Regional Transportation District Attn: Senior Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202 303.299.2440 realproperty@rtd-denver.com
With a copy to:	Regional Transportation District Attn: General Superintendent, Infrastructure 1350 Rio Ct. Denver, Colorado 80204 303.299.3457 brian.farris@rtd-denver.com In emergency: 303.299.3480
If to Licensee:	City of Littleton Kimberly Dall, Assistant City Engineer 2255 W. Berry Ave. Littleton, Colorado 80120 303.795.3805 kdall@littletongov.org
With a copy to	City of Littleton Attn James L. Becklenberg, City Manager 2255 W. Berry Ave. Littleton, Colorado 80120 303.795.3170 jbecklenberg@littletongov.org

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

ARTICLE 10. LIABILITY

- A. Licensee shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Licensee's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Licensee or Licensee's Agents. Licensee shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Licensee shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Licensee shall require Licensee's agents, contractors, and subcontractors to indemnify, defend and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). Licensee agrees that RTD shall not be liable for any such claims. In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Licensee's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of Licensee's or RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 11. NO WARRANTY

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

ARTICLE 12. INSURANCE

- A. Licensee is a governmental entity that agrees to maintain the coverages set forth below. Licensee may comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policy(ies) by notifying RTD of Licensee's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed in this Agreement shall apply except that Licensee shall

not be required to provide the endorsements set forth below in this Article. If requested by RTD at any time, Licensee shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD. In addition, Licensee shall require that Licensee's Agents, with the exception of individual Licensee employees, procure and maintain the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance. Furthermore, Licensee is not required to maintain Railroad Protective Liability Insurance or Contractors' Pollution Liability Insurance if Licensee's Agent provides those policies.

1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
4. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Licensee as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Licensee. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Licensee's Agents, shall also cover Licensee's Agents' employees.
5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Licensee or Licensee's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care,

custody and control arising out of the acts or omissions of the contractor named on the Declarations.”

6. Contractors’ Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Licensee agrees to furnish RTD with a certificate of the required insurance for each of Licensee’s and Licensee’s Agents’ policy(ies). Licensee shall provide 30 days’ advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.
- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers’ Compensation and Employers’ Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Licensee and Licensee’s Agents;
 3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement “Contractual Liability - Railroads” (ISO CG 24 17) to amend the definition of “insured contract” to delete the “railroad exclusion,” provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Licensee and Licensee’s Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

- F. Liability of Licensee under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Licensee's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

ARTICLE 13. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities**: Any action or omission of Licensee and/or Licensee's Agents.
2. **Environmental Damages**: All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
 - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Licensee;
 - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
 - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements**: All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments,

commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
- b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
- b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or
- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.

B. **No Hazardous Material on Property**. Except in strict compliance with all Environmental Requirements, Licensee and Licensee's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.

- C. No Violations of Environmental Requirements. In performing the Activities, Licensee shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Licensee shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 14. SAMPLES AND REMOVAL

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

ARTICLE 15. GENERAL

- A. Assignment. Licensee may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Licensee from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Licensee expressly submits itself to such jurisdiction.

- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Licensee do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Licensee shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Licensee shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Licensee shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Licensee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Licensee to its terms. The person(s) executing this Agreement on behalf of Licensee warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Licensee to fulfill any of Licensee's obligations under this Agreement shall constitute a breach of this Agreement and subject Licensee to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Licensee shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental

authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Licensee violates applicable ordinances or laws, Licensee shall cease and desist from continuing such use upon demand by RTD.

- O. Additional Uses. Licensee understands and agrees that the RTD Property may be used by the public or otherwise, and Licensee shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Licensee shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page to Follow

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

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: Jared McCauley
Jared McCauley
Assistant General Counsel

**LICENSEE
CITY OF LITTLETON**

ATTEST:

By: City Clerk

By: Mayor


APPROVED AS TO FORM:

By: City Attorney

Memorandum



TO: Susan Altes, Senior Manager, Real Property

FROM: Jyotsna Vishwakarma, Acting AGM, Capital Programs 

DATE: 28 July 2023

SUBJECT: Delegation of Authority

This is to confirm that during the period starting Monday, 31 July 2023, until revoked, you will assume the additional duties of Acting Assistant General Manager, Capital Programs in regard to documents that require my signature on Real Property documents.

Your authority shall extend only to those Real Property documents. This authority shall not be further delegated by you.

cc: Senior Leadership Team
Debra A. Johnson, General Manager and CEO
Brian Welch, Acting Assistant General Manager, Planning
Kathy Rinkel, Budget Analyst IV
Ashland Vaughn, Sr. Manager Construction
Susan Altes, Senior Manager, Real Property
Kim Tostenson, Supervisor, Facilities Maintenance
Aprajit Desai, Manager, Engineering Construction
Luke Johnson, Manager, Mapping and Engineering Data
Patrick Stanley, Manager, Engineering Programs
Kevin Diviness, Director Quality Assurance
Ron Posey, Manager, Facilities Maintenance Operating Facilities

EXHIBIT A
Facilities and Licensed Area

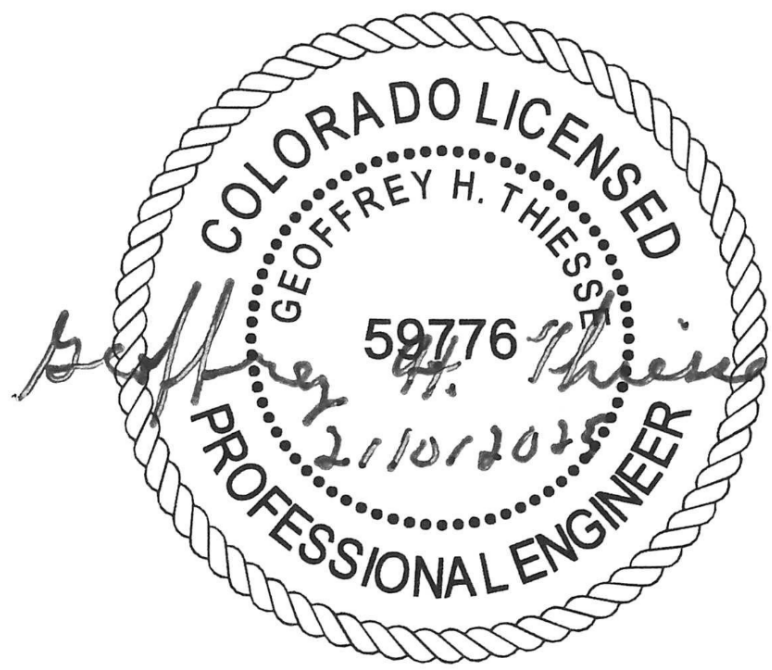
Y:\Denver\151800S\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Cover_Sheet.dwg - Current tab: E-Alamo - Print Time: Mon, 10 Feb 2025 - 7:57am By: neverhardt Last Save: Mon, 10 Feb 2025 - 7:55am

EXHIBIT A

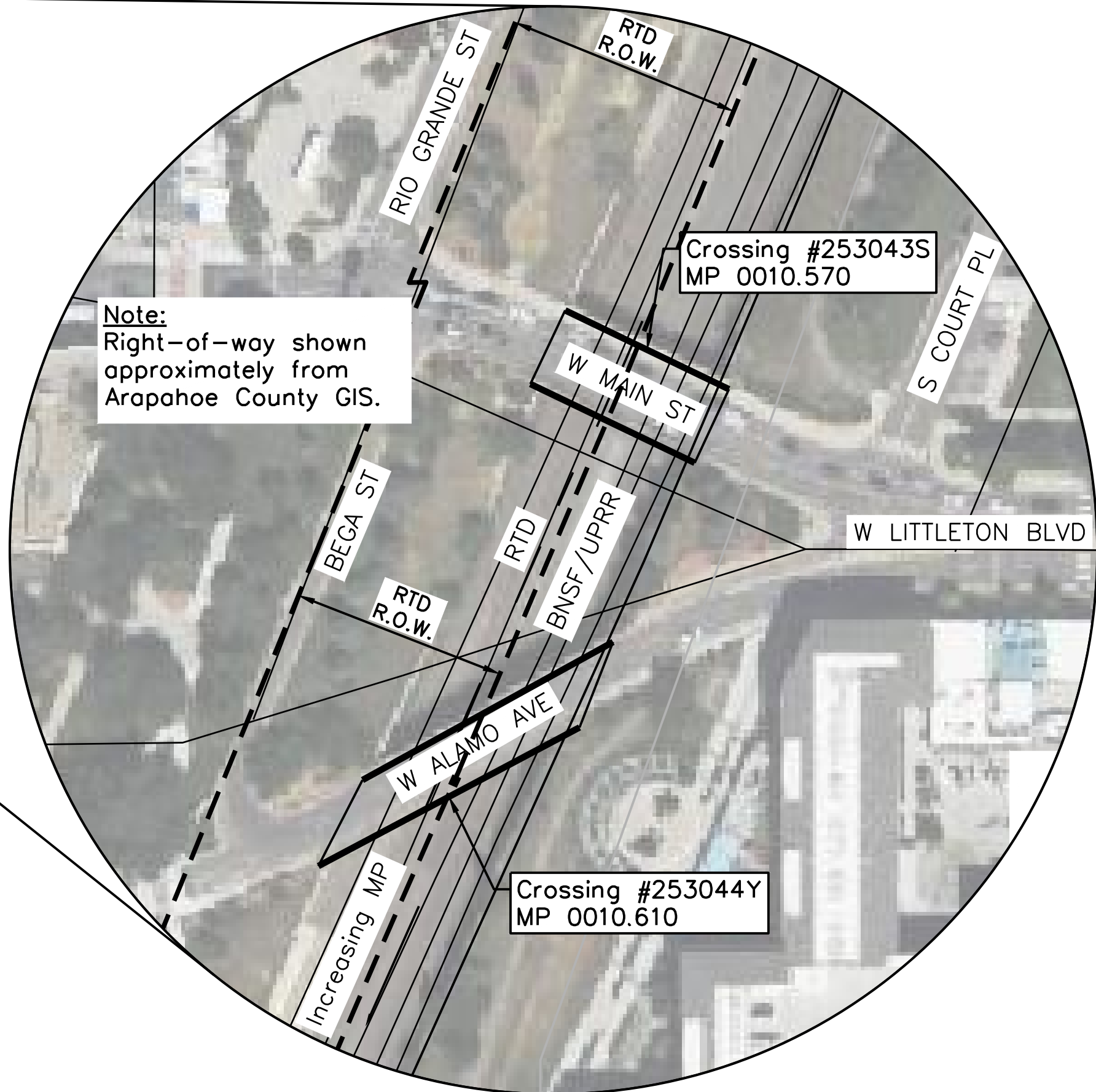
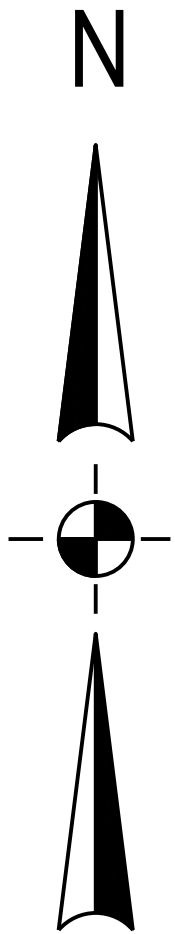
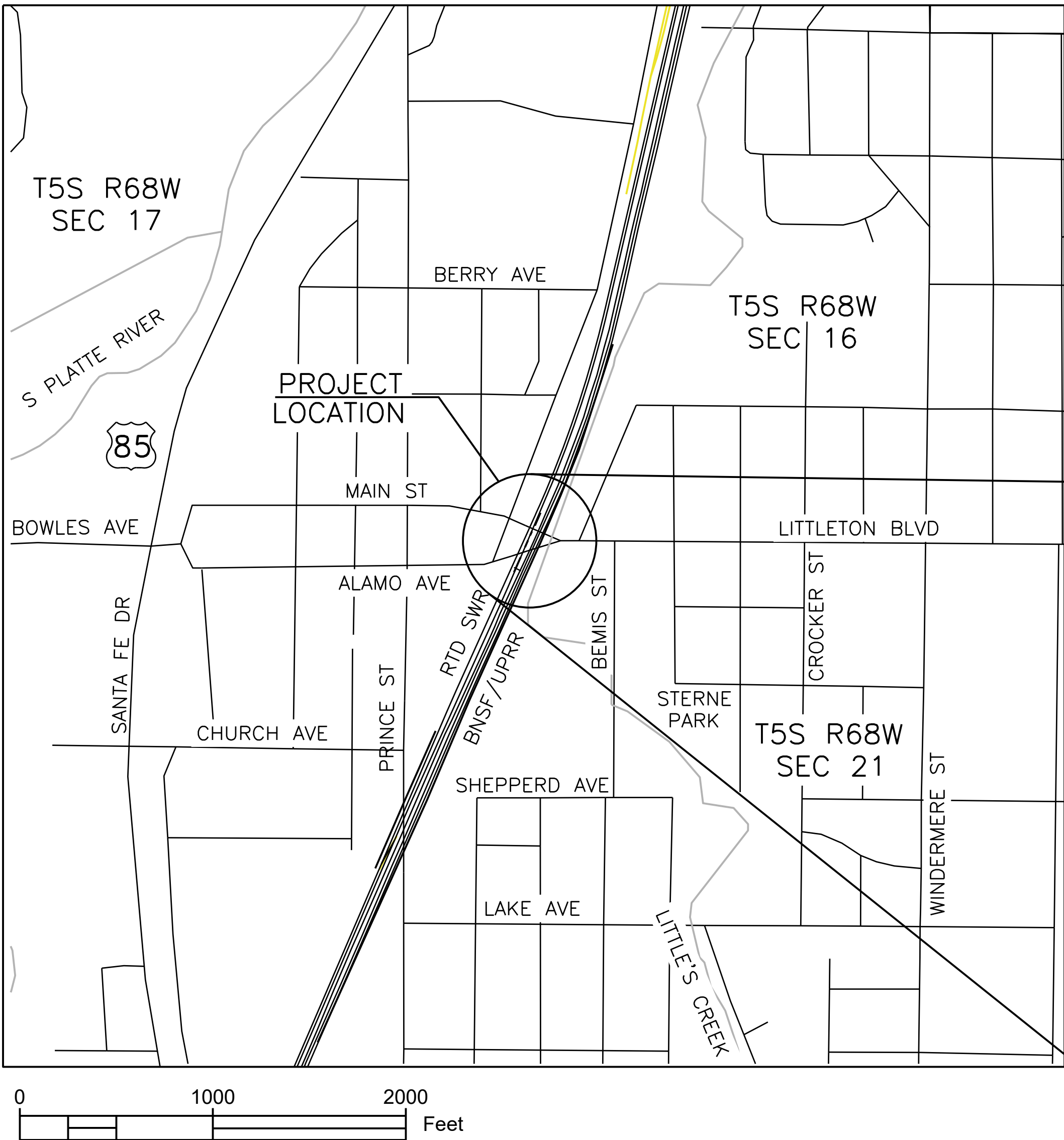
CITY OF LITTLETON, COLORADO PUBLIC WORKS
ON RTD ROW CROSSING ALAMO AVE
RTD UAR # SWR-58-NewAP6-E
(2 X ELECTRIC CONDUITS)

Index of Sheets:

NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	PLAN VIEW
4	ELEVATION VIEW
5	DETAILS



FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(or 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org



Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

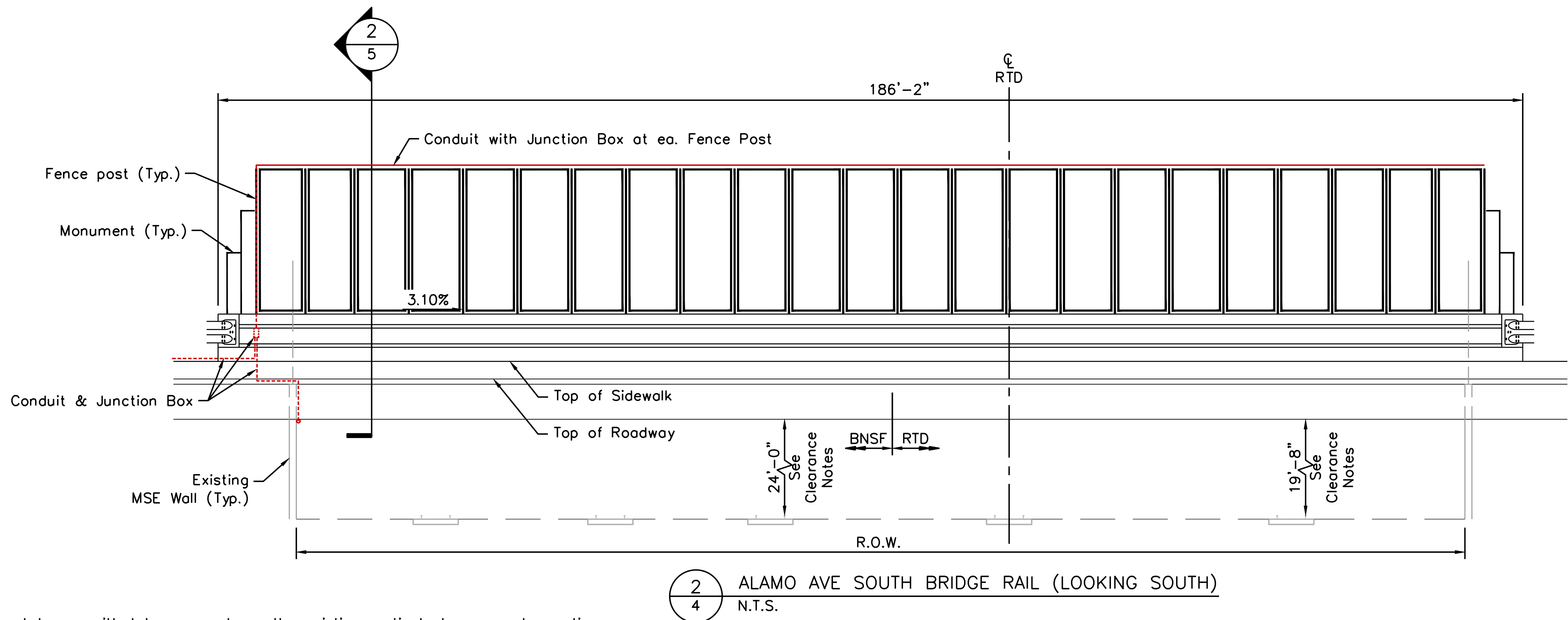
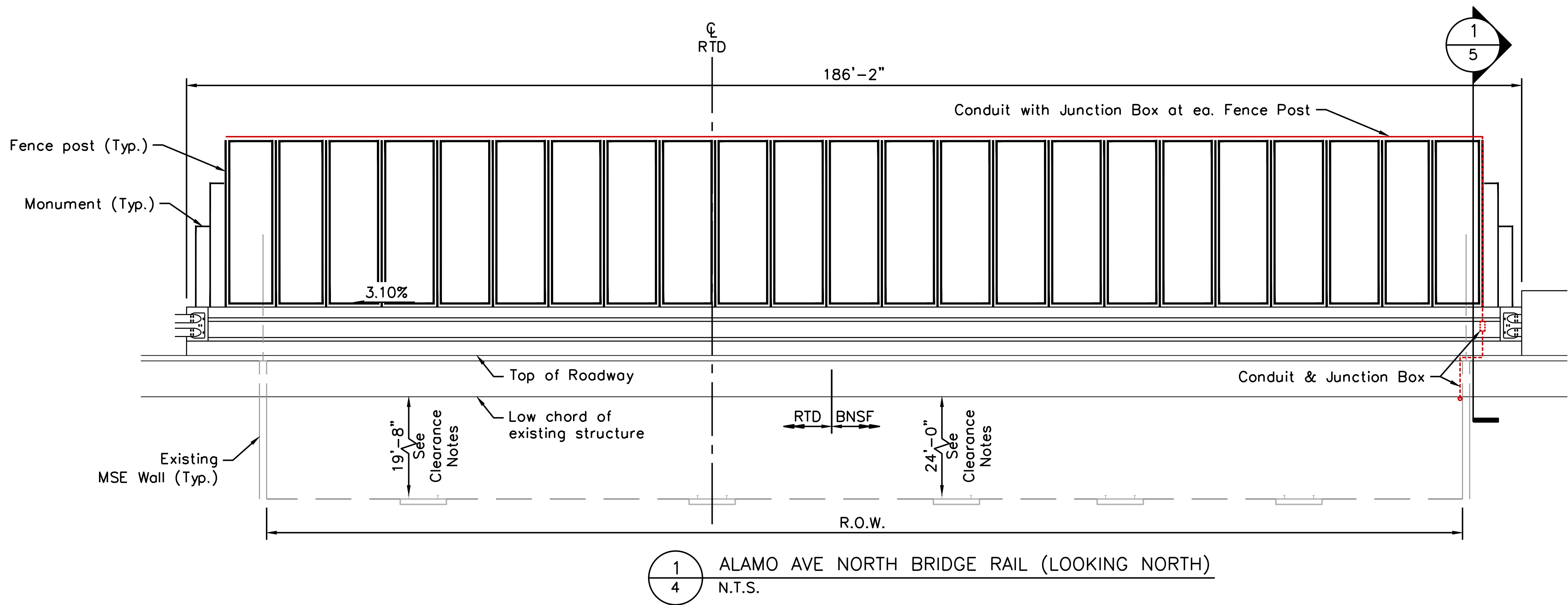
As Constructed
No Revisions:
Revised:
Void:

ALAMO AVE BRIDGE – ELECTRICAL
COVER SHEET

Designer: S. BANKS	(ALAMO) LTNB.775-03.168
Detailer: M. EVERHARDT	(MAIN) LTNB.750-03.175
Sheet Subset: N/A	(PRINCE) LTNC.021-03.059
Subset Sheet: N/A	(MINERAL) LTND.970-02.151

Project No./Code
Sheet Number 1 of 5

Y:\Denver\1518005\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Bridge_Rail.dwg - Current tab: E-Alamo - Print Time: Mon, 10 Feb 2025 - 7:57am By: meyerhardt Last Save: Mon, 03 Feb 2025 - 9:17am



Clearance Notes:

1. The Contractor shall not be permitted to encroach on the existing vertical clearance at any time.
2. The vertical clearances shown are approximate.

Computer File Information			
Creation Date:	2/3/2025	Initials:	<input type="text"/>
Last Modification Date:	2/3/25	Initials:	<input type="text"/>
Full Path:	Y:\DENVER\1518005\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File Name:	151872.12_RTD-UAR_Bridge_Rail.dwg		
Acad Ver.	Scale:	Units:	English

Sheet Revisions			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863



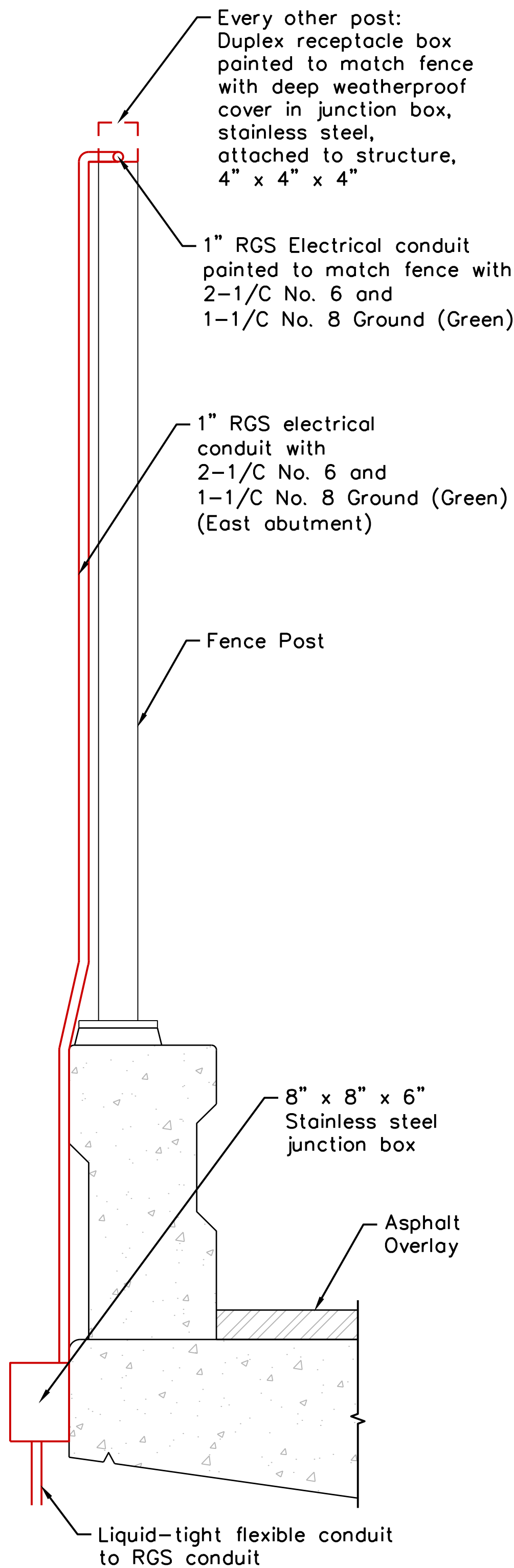
Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

As Constructed
No Revisions:
Revised:
Void:

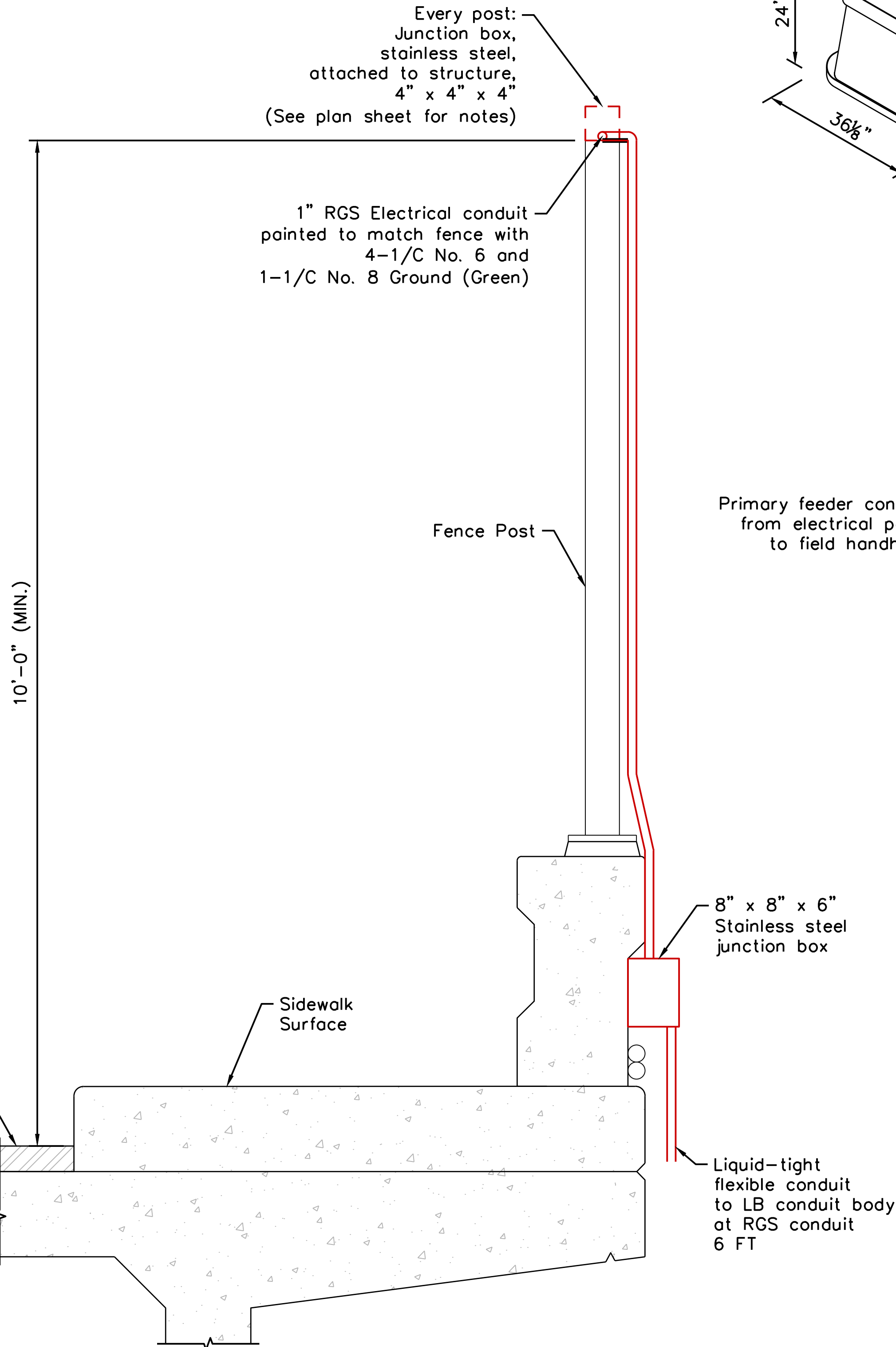
ALAMO AVE BRIDGE – ELECTRICAL ELEVATION VIEW			
Designer:	S. BANKS	Structure	(ALAMO) LTNB.775-03.168
Detailer:	M. EVERHARDT	Numbers	(MAIN) LTNB.750-03.175
Sheet Subset:	N/A		(PRINCE) LTNC.021-03.059
Subset Sheet:	N/A		(MINERAL) LTND.970-02.151

Project No./Code
Sheet Number 4 of 5

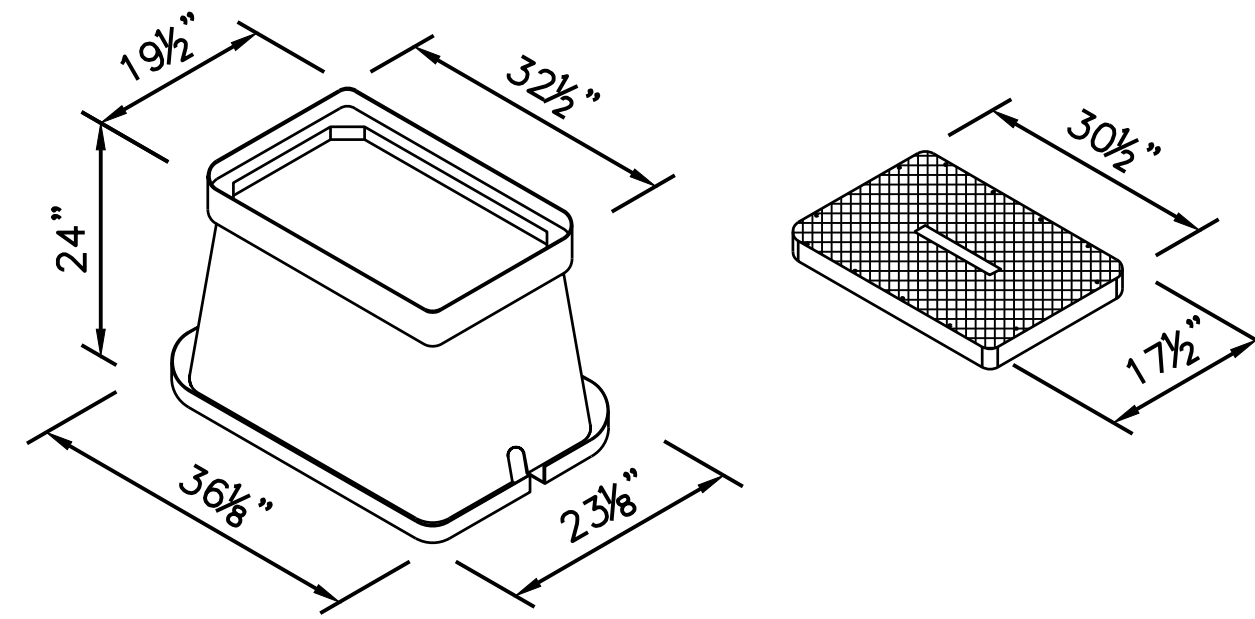
Y:\Denver\1518005\151872.12_Prince_Fence\Eng_Docs\Drawings\Sheets\151872.12_RTD-UAR_Electrical Details.dwg - Current tab: E-Alamo - Print Time: Mon, 10 Feb 2025 - 7:55am - 7:57am By: neverhardt Last Save: Mon, 10 Feb 2025 - 7:55am



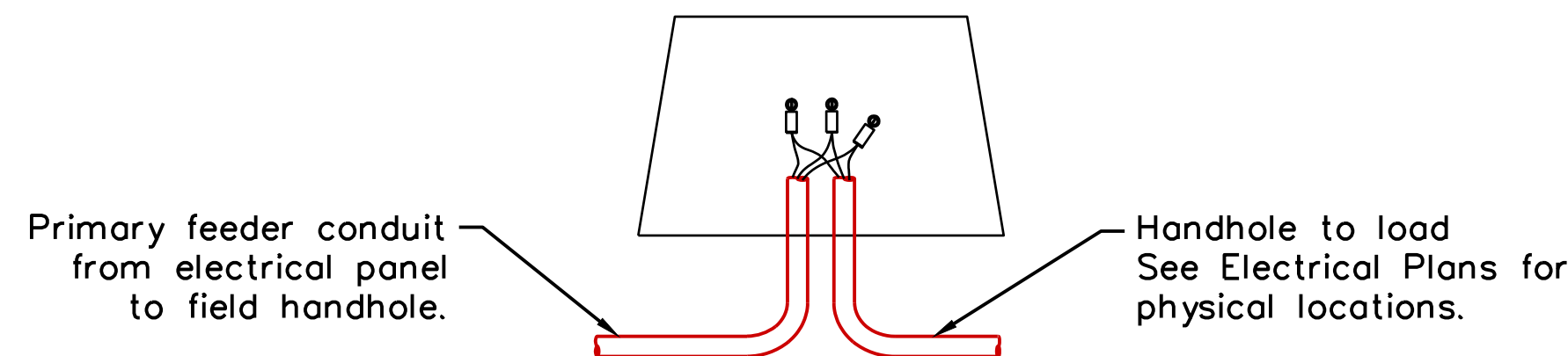
1 BARRIER/FENCE SECTION WITH ELECTRICAL
5 N.T.S.



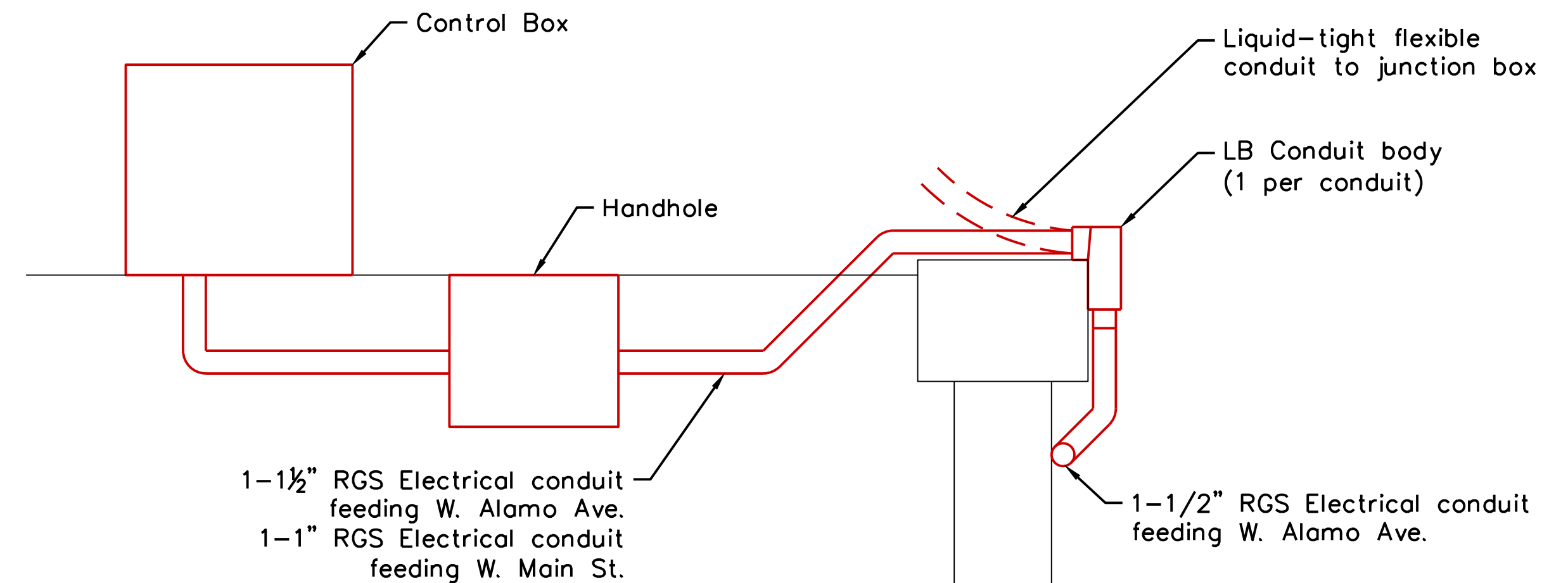
2 BARRIER/FENCE SECTION WITH ELECTRICAL (WITH SIDEWALK)
5 N.T.S.



3 TIER 15 QUAZITE HANDHOLE
5 N.T.S.



4 EHH HANDHOLE SPLICE
5 N.T.S.



5 CONDUIT ROUTING AT EXISTING RETAINING WALL
5 N.T.S.

Tier 15 Handhole Notes:

- Design and manufacturing shall comply with ANSI/SCTE 77 standards for tier 15 applications.
- Handhole shall be polymer concrete enclosure matching all requirements of above listed tier.
- Design, manufacturing, and installation shall be for non-deliberate traffic conditions.
- Back fill 6" under handhole with crushed gravel and sand to provide adequate drainage.
- Dimensions shown are for reference only and will vary based on manufacturer. Handhole shall be nominal 2'(W) x 3'(L) x 2'(D).

EHH Handhole Splice Notes:

- Contractor shall provide submersible lugs, type SLWB2/0-3P by Polaris Electrical Connectors, or approved equal..

Computer File Information			
Creation Date:	2/3/2025	Initials:	MRE
Last Modification Date:	2/10/25	Initials:	MRE
Full Path:	Y:\DENVER\1518005\151872.12_Prince_Fence\Eng_Docs\Sheets		
Drawing File Name:	151872.12_RTD-UAR_Electrical_Details.dwg		
Acad Ver.	Scale:	Units: English	

Sheet Revisions			

Littleton
Public Works
2255 W. Berry Ave.
Littleton, Colorado 80120
303-795-3863

benesch
Alfred Benesch & Company
7979 E. Tufts Avenue, Suite 800
Denver, Colorado 80237
303-771-6868 Job No. 151872.12

As Constructed
No Revisions:
Revised:
Void:

ALAMO AVE BRIDGE - ELECTRICAL DETAILS			
Designer:	G. THIESSE	Structure	(ALAMO) LTNB.775-03.168
Detailer:	G. THIESSE	Numbers	(MAIN) LTNB.750-03.175
Sheet Subset:	N/A		(PRINCE) LTNC.021-03.059
Subset Sheet:	N/A		(MINERAL) LTND.970-02.151

Project No./Code
Sheet Number 5 of 5

EXHIBIT B
Contractor Right of Entry Agreement

EXHIBIT B
FORM OF CONTRACTOR RIGHT OF ENTRY AGREEMENT
City of Littleton Alamo Avenue Bridge – Southwest Rail Line
Electric Facilities

This CONTRACTOR RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and _____¹ whose address is _____ ("**Contractor**").

RECITALS

- A. RTD owns and operates a rail line in the Southwest Corridor known as the Southwest Rail Line ("**RTD Property**") for mass transit purposes.
- B. RTD and City of Littleton ("**Licensee**") are parties to a License Agreement effective _____² ("**License**"), whereby RTD granted a non-exclusive license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purposes of constructing, maintaining, using, and operating the Electric Facilities within the Licensed Area, as those terms are defined in the License. The License is incorporated into this Agreement by reference.
- C. Licensee has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Facilities pursuant to the License.

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

ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the Licensed Area and in accordance with the plans shown on the attached **Exhibit 1**
- B. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.

1 Insert name and address of Contractor.

2 Insert date of License Agreement.

- C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for 180 days, until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

ARTICLE 3. WORK AND COORDINATION WITH RTD

- A. Contractor shall perform the work in accordance with **Exhibit 1** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with RTD Utility Engineering at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd-denver.com and RTD Rail Operations at 303.299.3457 or email at brianfarris@rtd-denver.com. Contractor or Contractor's Agent shall notify RTD Utility Engineering and RTD Rail Operations a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- B. Contractor shall, and shall require Contractor's Agents to, obtain an approved right-of-way access permit from RTD Rail Operations at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy> ("**Access Permit**") whenever Contractor or its equipment will be present inside a restricted,

fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").

1. Contractor must initiate a request for an Access Permit no fewer than 21 business days prior to the date of the proposed access.
 2. Contractor's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD.
 3. Contractor's Agents seeking access under the Access Permit shall complete applicable safety training, which RTD shall provide at Contractor's cost, or provide proof of current training, prior to the RTD coordination meeting.
 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 5. If an Access Permit is granted, RTD shall provide any flagger necessary to protect RTD rail service, patrons and employees at Contractor's cost to protect and expedite train movement whenever the Access Permit requires it.
- C. Whenever an Access Permit is active, Contractor shall ensure that Contractor's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have RTD-safety trained and qualified look-outs on the Licensed Area for the work.
 4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
 5. Notify RTD dispatch control at 303.299.3480 prior to entering, and when clear of, the Licensed Area.
 6. Keep all active tracks completely usable at all hours, unless Contractor has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
- D. Contractor shall notify RTD Rail Operations immediately if Contractor becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- E. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Contractor's cost upon a showing by Contractor that de-energization is necessary to accomplish Contractor's work. Contractor shall remit the de-energization fee to RTD prior to de-energization. Contractor understands and acknowledges that the mainline OCS cannot

be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.

- F. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD of the emergency at 303.299.3480 or such other number provided by RTD and advise of Contractor's proposed actions to immediately address the emergency. If reasonably practicable, Contractor shall avoid remedial operations that would delay or obstruct RTD rail operations. If Contractor cannot avoid such remedial operations, Contractor shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Contractor shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.
- G. RTD reserves the right to have its personnel present during any work under this Agreement.
- H. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- I. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- J. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- K. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- L. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- M. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements

or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 5. DIGGING AND BORING

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

ARTICLE 6. NOTICES

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

If to RTD:	Regional Transportation District Attn: Senior Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202 303.299.2440 realproperty@rtd-denver.com
With a copy to:	Regional Transportation District Attn: General Superintendent, Infrastructure 1350 Rio Ct. Denver, Colorado 80204 303.299.3457 brian.farris@rtd-denver.com In emergency: 303.299.3480
If to Contractor:	[Insert Contractor information] <hr/> Name of Company <hr/> Address <hr/> City, State, Zip <hr/> Phone <hr/> Email

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

ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor's agents and subcontractors to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 8. NO WARRANTY

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

ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
 5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.
 - C. Each insurance certificate required above shall have the following endorsements attached:
 1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
 3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 5. Waiver of subrogation in favor of and acceptable to RTD.
 - D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
 - E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.

- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities:** Any action or omission of Contractor and/or Contractor's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
 - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
 - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
 - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations,

concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
- b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
- b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or
- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.

B. **No Hazardous Material on Property**. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged,

released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.

- C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 11. SAMPLES AND REMOVAL

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

ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.

- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental

authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.

- O. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page to Follow

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

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
Jared McCauley
Assistant General Counsel

CONTRACTOR

Company Name

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Facilities and Licensed Area