

RESOLUTION NO. 1796

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO, DIRECTING RELOCATION OF CERTAIN UTILITIES LOCATED WITHIN THE CITY OF GOLDEN RIGHT OF WAY IN CONJUNCTION WITH THE RTD FASTRACKS PROJECT

WHEREAS, the City of Golden regulates and maintains streets, alleys, public rights of way and other public easements (collectively "municipal rights-of-way") within the City of Golden through the exercise of its police powers; and

WHEREAS, certain utility providers other than the City of Golden have installed, operate and maintain utility facilities within the municipal rights-of-way pursuant to franchise agreements with the City, or franchise ordinances duly adopted by the City of Golden, or other legal authority; and

WHEREAS, on November 2, 2004, the voters in the eight-county Regional Transportation District, which includes the limits of the city of Golden, approved the FASTracks plan ("FASTracks"), a multimodal public transportation program of improvements to be constructed by the RTD over a 12-year period, which is to be funded by public monies; and

WHEREAS, RTD's "West Corridor Project," is a light rail transit facility that will run from the Auraria Campus Station to the City of Golden, and is one of the improvements designated in the FASTracks plan; and

WHEREAS, the City of Golden is supportive of the West Corridor Project and recognizes the public benefits that will accrue to the citizens of Golden by reason of its completion; and

WHEREAS, the City of Golden has contributed financially towards the West Corridor Project; and

WHEREAS, the West Corridor Project will require the relocation of utility facilities in conjunction with its construction; and

WHEREAS, the City of Golden has entered into a utility relocation agreement with RTD that addresses the relocation of utility facilities owned and operated by the City of Golden to accommodate the West Corridor Project; and

WHEREAS, in addition to utility facilities owned by the City of Golden, there are other utility facilities located, installed, or maintained in the municipal rights-of-way that must be relocated to accommodate the West Corridor Project; and

WHEREAS, the legal authority governing the location, operation and maintenance of non-city owned utilities within the municipal rights of way, whether it be franchise agreements, franchise ordinances, or otherwise, may provide that the City can require relocation of such utilities at the expense of the utility company in the event that relocation is deemed by the City of Golden to be necessary or advisable for the purpose of construction of public improvements or public projects; and

WHEREAS, the West Corridor Project constitutes a public improvement and project that would require relocation of non-city owned utilities located within the municipal rights-of-way; and

WHEREAS, City Council finds that the public purposes served by, and the public good derived from the West Corridor Project is such that relocation of non-city owned utilities at the expense of the utility provider should be carried out, if permitted within the context of the legal authority pursuant to which the municipal right-of-way is used.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. To the extent that the legal authority for the operation, location and maintenance of non-city owned utilities within the municipal rights-of-way allows, whether such legal authority is by franchise agreement, franchise ordinance, or otherwise, the City Manager is directed to request and require relocation of those non-city-owned utility facilities at the expense of the utility owner if the City Manager determines that such relocation is reasonably required to accommodate the design and construction of the FASTracks West Corridor Project.

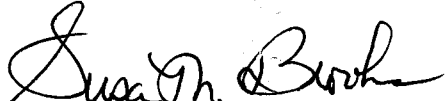
Section 2. The City Manager is directed to work with RTD and the owners of utilities located within the municipal rights of way in order to mitigate the extent of any such relocation as may be necessary.

Adopted this 13th day of September, 2007.



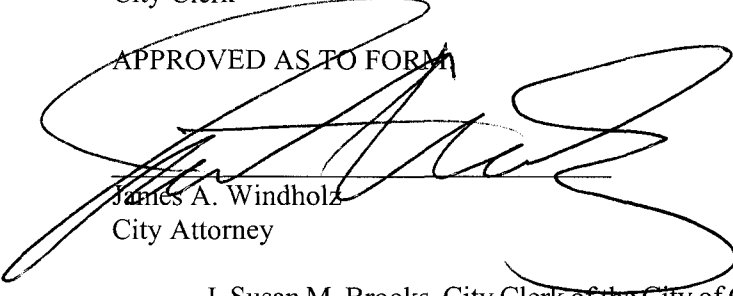
Charles D. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM

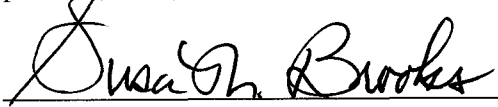


James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 13th day of September, A.D., 2007.

(SEAL)

ATTEST:



Susan M. Brooks, City Clerk of the City of
Golden, Colorado

Year: 2006

Contract No.: WCU-5

UTILITY RELOCATION AGREEMENT RTD WEST CORRIDOR PROJECT

This West Corridor UTILITY RELOCATION AGREEMENT, (hereinafter, "the URA") is made and entered into this 28TH day of DECEMBER, 2006 by and between the Regional Transportation District ("RTD"), and THE CITY OF GOLDEN, a company organized and existing, or authorized to do business, under the laws of the State of Colorado (the "Owner"), hereinafter referred to collectively as the "Parties" or individually as the "Party."

RECITALS

On November 2, 2004, the voters in the eight county Regional Transportation District approved the FasTracks plan, a multimodal public transportation program of improvements to be constructed in the RTD over a twelve year period and to be funded by a four-tenths of a cent sales-and-use tax increase. RTD's West Corridor Project ("the Project"), which runs from the Auraria Campus Station to Jefferson County in the area shown on **Exhibit A - West Corridor Light Rail Transit Project Map**, is one of the improvements designated in FasTracks. All approvals required pursuant to C.R.S. 32-9-107.7 by the Denver Regional Council of Governments including approval of the West Corridor have been received.

RTD prepared an Environmental Impact Statement for the Project under the supervision of the Federal Transit Administration and received a Record of Decision on April 19, 2004.

RTD is engaged in final design of the Project and expects to begin construction on or before August 2008. Construction of the approved Project will require Relocation(s) to Utilities owned by Owner and located within the Project limits. Utility relocation will begin prior to Project construction.

RTD, through its final design consultant, is engaged in preparing plans, specifications and estimates of costs for the Project. RTD intends to retain a contractor for construction of the Project pursuant to a bid or bid/qualifications based procurement. RTD's final design consultant and/or contractor are hereafter collectively or individually referred to as "Contractor."

RTD and Owner desire to cooperate for the purpose of ensuring that the Utility Work of all Owner-owned Utilities that are required to accommodate the Project is promptly performed in close coordination with Contractor's performance of the Project in order to provide to the voters in the district the Project they have approved; to minimize delay, uncertainty, and risk; to eliminate resulting additional Project costs; to ensure continuous operation of essential utilities to the residents of the district; and to ensure that Relocation of Owner's Utilities is in accord with all Owner engineering and operations standards.

To accomplish that purpose, RTD and Owner desire to enter into this URA, which contains terms and conditions applicable to such coordination and to the performance of all such Utility Work.

During preliminary engineering of the Project, RTD and Owner have jointly identified all known utilities owned by Owner at one or more specific location(s) within the scope of the Project that may require Relocation or are expected to create no conflict, each as generally defined on **Exhibit B - Utility Design Sheet**, and listed on **Exhibit C - Utility Tracking Report**. The Utility Tracking Report also contains a designation of cost responsibility between RTD and Owner for each specific Utility Relocation and an estimated year in which the Relocation may take place. The Parties acknowledge that utilities initially scheduled for relocation may be deleted from the Utility Tracking Report and Utilities of which neither Party is aware may be discovered in the field and may require Relocation.

This URA is intended to provide for the allocation of responsibilities and cost for Utility Work for all Utilities defined on the Utility Design Sheet and listed on the Utility Tracking Report to create a process to rapidly address Utility Work and for unanticipated situations occurring during construction of the Project.

RTD and Owner intend to issue one or more **Exhibit Ds**, whether **Exhibit D(1) - Work Order(s)**, or **Exhibit D(2) - Work Order/Change Order(s)**, as described below, to authorize, order and schedule Utility Work. The Work Order and/or Work Order/Change Order shall identify the Party responsible to perform the Utility Work in conjunction and coordination with the performance of the Project work so as to ensure timely completion of both at the most favorable cost to the taxpayers, RTD and Owner.

The Parties have agreed to an allocation of cost responsibility for all Utility Work for known Relocations. This allocation is based on the examination of existing ROW documents, pursuant to which Owner has located its utilities in the Project area. The Parties agree that to the extent necessary to allow Relocation of any Utilities and to the extent the Parties own adjacent ROW, they will provide the required ROW for Relocation of Owner's Utilities at no cost.

Owner shall have the right to perform the required Utility Work for its Relocations, provided that if Owner takes responsibility for the same it must ensure that the Project schedule is not negatively impacted. Both Parties shall agree to a schedule for Utility Work, which shall be shown on the Work Order. The Parties desire to comply with 23 CFR 645 in their performance of the Utility Work under this URA, in order to allow for federal cost participation.

When Owner delegates the performance of any Utility Work to RTD under the terms of this URA, Owner shall not be responsible to RTD for damages caused by delay in or interference with that performance under the terms of an RTD License Agreement or other agreement to which RTD is the successor in interest, or for any damages that might otherwise be claimed in law or in contract.

DEFINITIONS

Abandonment: The work necessary for each Utility (including appurtenances) that is not removed and that has an inside diameter of eight (8) inches or larger. The Utility must be taken out of use using proper Utility Owner and/or industry procedures that are acceptable to RTD (e.g., flushing; filling with grout or sand, etc.; then capping).

Betterment: The upgrading (*e.g.*, increase in capacity) of a utility being Relocated that is not attributable to construction of the Project or is made solely for the benefit of and at the election of Owner (not including a technological improvement which is able to achieve such upgrade at costs equal to or less than the costs of a "like-for-like" replacement or Relocation). The use of new materials or compliance with current Owner standards in the performance of Relocation is not considered a Betterment.

Force Majeure: As used in this URA means fire; explosion; action of the elements; labor strike; interruption of transportation; rationing of equipment or materials; court action; illegality; unusually severe weather; act of God; act of war; or any other cause that is beyond the control of the Party performing work on this Project and that could not have been prevented by the Party while exercising reasonable diligence.

Protection in Place or Protect in Place: Any activity undertaken to avoid damaging a Utility which does not involve removing or Relocating that Utility, including staking the location of a Utility; avoidance of a Utility's location by construction equipment; installing steel plating or concrete slabs; encasement in concrete; temporarily de-energizing power lines; and installing physical barriers per Utility Owner's requirements and as necessary to ensure the Utilities' safe operation and structural integrity. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a temporary Relocation.

Quality Control: The activities performed by Contractor, designer, producer or manufacturer to ensure and document that a product meets Contract requirements. Components of this activity shall include, but are not limited to, checking; materials handling and construction procedures; calibrations and maintenance of equipment; shop drawing review; document control; production process control; and any sampling, testing, and inspection done for these purposes.

Relocate or Relocation: As related to Utilities, each removal, transfer of location, adjustment, or modification, Abandonment and/or Protection In Place (including provision of temporary services as necessary) of any and all Utilities that is necessary or advisable in order to accommodate or permit construction of the Project.

Right-of-Way ("ROW"): Real property (which term is inclusive of all estates and interests in real property) that is necessary for ownership and operation of the Project, excluding any temporary easements.

Technical Criteria: The criteria described in the URA that establishes the minimum acceptable standards of quality, materials, and performance for the Relocation work and which will be used as a basis for reviews, and as a basis for acceptance.

Utility: (1) A privately, publicly or cooperatively owned line, facility and/or system for producing, transmitting or distributing communications, power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with the highway drainage, signal systems and other products that directly or indirectly serve the public, and/or; (2) a privately owned irrigation facility. The necessary appurtenances to each utility facility shall be considered part of such utility. The term "utility" is also sometimes used to refer to the owner or operator of any such line, facility and/or system. The term "utility" shall specifically exclude storm water and irrigation facilities.

Utility Work: The performance of the design of Relocation and as-built drawings for respective Relocations, including all associated activities required to complete the design and as-built drawings and construction of Relocation and the associated activities required to complete construction of Relocation, which may include, but is not limited to, traffic control; pothole; public information; inspection; installation; field survey; testing; labor; materials; equipment; and sub-contracted services, all of which will be defined on the Work Order(s) and other Exhibits making up this URA.

LIST OF EXHIBITS

Exhibit A.	West Corridor Light Rail Transit Project Map
Exhibit B.	Form of Utility Design Sheet
Exhibit C.	Utility Tracking Report ("UTR")
Exhibit D(1).	Form of Utility Work Order ("Work Order")
Exhibit D(2).	Form of Utility Work Order/Change Order
Exhibit E.	Form of RTD License Agreement
Exhibit F.	Form of Utility Owner Reimbursement Invoice
Exhibit G.	Utility Work Procedure Flow Chart
Exhibit H.	Form of Design of Relocation Acceptance Letter ("DRAL")
Exhibit I.	Form of Construction of Relocation Acceptance Letter ("CRAL")
Exhibit J. (as required)	Addendum

NOW THEREFORE, it is agreed by and between RTD and Owner hereto, as follows:

The recitals, definitions, and list of exhibits set forth above are incorporated herein by reference and made a part of this URA. Capitalized terms shall have the meanings prescribed herein.

1. **MASTER AGREEMENT.** This URA is a Master Agreement that establishes a general framework for processing all Utility Work for Utilities owned by Owner, for the Project, whether performed by Contractor or by Owner.
2. **DELEGATION TO THE CONTRACTOR.** All references herein to RTD shall include RTD's Contractor(s). Owner acknowledges that RTD can and will delegate to its Contractor the duty to perform certain of RTD's obligations hereunder; **provided, however**, that RTD's obligations to collect payment from Owner or make payment to Owner, as applicable, will not be delegated to Contractor. If Owner elects to have RTD perform any Utility Work and RTD subsequently pays its Contractor for that Utility Work, that payment will satisfy RTD's obligation to Owner for any Utility Work designated to be paid by RTD on the Work Order. The Contractor may perform some of RTD's obligations under this URA including, without limitation, negotiation of any Work Orders, Work Orders/Change Orders, processing of **Exhibit H** - Design of Relocation Acceptance Letters (DRALs) or **Exhibit I** - Construction of Relocation Acceptance Letters (CRALs), provided, however, that Contractor's authority shall not exceed that of RTD's representative, as designated in Section 6, below. Owner agrees to cooperate with Contractor concerning Contractor's performance of RTD's obligations and agrees to coordinate its efforts with Contractor and with RTD as appropriate in light of the involvement of Contractor.

3. FEDERAL REGULATION. RTD and Owner acknowledge that the Project will be federally funded and all work performed and costs incurred must comply with the terms of any Full Funding Grant Agreement RTD receives for the Project and with any applicable federal regulations.

Notwithstanding any provision of this URA that may be to the contrary, all plans, specifications, estimates and billings submitted by Owner to RTD for the purpose of receiving reimbursement shall comply with the requirements of the Federal Regulation and with all applicable RTD requirements.

If any Utility Work is undertaken by Owner's contractor under a competitive bidding process in a portion of the Project subject to the Federal Regulation, all bidding and contracting or force account work shall be conducted in accord with all federal and state laws and regulations applicable to Owner and the Project. If requested by RTD, it shall be a condition precedent to Owner entering into any Work Order hereunder that Owner's contractor shall furnish such bonds, insurance and/or indemnities as RTD may require.

4. FUNDING. Payment obligations between the Parties for Utility Work specified in the Work Order will be allocated pursuant to the Work Order. RTD or Owner, respectively, will be billed in not less than monthly increments for Utility Work performed for which the other is obligated. Payment shall be made within thirty (30) days of invoice, unless dispute resolution is invoked pursuant to Section 19 herein. Any undisputed portion of any invoice will be paid within thirty (30) days.

RTD and Owner will each ensure that it has budgeted, authorized and appropriated funds for all work specified on the Work Order for which it is responsible prior to execution of the Work Order. Neither Party will authorize any Work Order/Change Orders which will cause the cost shown on any Work Order to increase, unless the responsible Party first makes sufficient funds available for the new Utility Work. Execution of a Work Order by a Party is a representation that it has sufficient funds available for the Utility Work.

5. COORDINATION. Owner shall coordinate and cooperate with RTD and Contractor to ensure that any Utility Work that is needed for the Project is performed promptly, and in close coordination with Contractor's performance of the Project, in order to minimize delay and uncertainty as to the scope or nature of the Project work and to eliminate additional cost.

As soon as is practicable after RTD has determined that there is a Utility that may conflict with RTD Project construction at a specific location, RTD shall meet with the respective Owner in order to confirm the conflict. Following confirmation of the conflict, RTD shall initiate a Utility Design Sheet to define the existing location, condition(s), and the proposed resolution of the conflict(s). RTD and Owner shall meet to review the scheduling of the Project work at the specific UDS location(s) and the proposed resolution of the conflicts. Relocation of Owner's Utilities will be avoided whenever it is reasonably possible to do so without causing unreasonable delay in, or substantially increased costs to, the Project, as determined by RTD in its sole discretion. When reasonably possible, Owner's Utilities will be left in place and protected, as determined by RTD in its sole discretion. When physical Relocation of Owner's Utilities cannot be reasonably avoided, Owner agrees either to Relocate or to allow Relocation of such Utilities and to cooperate with requirements for the Project, in accord with the provisions of this URA. RTD, Owner and Contractor shall meet as reasonably requested by RTD to review and coordinate time schedules and to track the Utility Work.

The Owner shall not interfere with the performance of the Project work by any other Party. For the purposes of this URA, "interfere" means any action or inaction that interrupts, delays, or damages the Project work. In the event Owner perceives a conflict between its scheduled work and work performed by another Party in the ROW, Owner shall contact RTD, who shall attempt to resolve scheduling issues as rapidly as possible.

6. NOTICES; REPRESENTATIVES AND AUTHORITY.

a. Notices. Any and all notices required to be given by RTD, Contractor and Owner pursuant to this URA must be provided in writing, deliverable by e-mail, facsimile, hand delivery, or by certified or registered first class mail, to the respective individuals at the addresses set forth below. Where requested by RTD, Owner shall provide any such written notice by hand delivery or by certified or registered mail. Notice shall not be deemed given if not provided in the manner prescribed in this Section 6.

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

c. Authority. With respect to the representative of RTD, such individual shall have the authority to approve and/or execute any Work Orders, Work Orders/Change Orders, DRALs, CRALs and other amendments for RTD, or to inspect and reject services, approve invoices for payment and to otherwise act for RTD; provided, however, that the designated RTD representative will be authorized to give approvals for Utility Work not to exceed a prescribed dollar amount, such amount to be specified on the Work Order/Change Order.

With respect to the representative of Owner, Owner has designated the following representative, who has the authority, to approve and/or execute any Work Orders, DRALs, CRALs and other amendments for Owner, or to inspect and reject services, approve invoices for payment, and to act otherwise for Owner.

FOR RTD:

Jim Kelley
RTD Utility Representative
1560 Broadway, Suite 700,
Denver, CO. 80202
Phone: 303-299-6975
Fax: 303-299-6994
e-mail: james.kelley@rtd-fastracks.com

FOR OWNER:

Name: STEVE GLUECK
Title: PLANNER
Address: 1445 TENTH STREET GOLDEN, CO 80401
Phone: 303 384-8095
Fax: 303 384-8131
e-mail: SGLUECK@ci.golden.co.us,

If Owner wishes to change the above stated representative(s) or to add representatives, Owner shall do so in writing to RTD, in the manner specified in this Section 6.

7. APPROVALS AND ACCEPTANCES. Any acceptance, approval, or any other like action (collectively "approval") required or permitted to be given by any Party pursuant to this URA shall be acknowledged by signature on a DRAL and a CRAL.

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

Approval shall not be deemed granted if no response is provided to the Party requesting an approval within the time period prescribed by this URA or by the respective Work Order, provided however, failure to grant approval in a timely manner may result in assessment of damages against a party and continuing work while pursuing dispute resolution shall not be deemed a waiver of claims as specified in Section 19. The requesting Party shall send out all requests for approval to the other Party in accord with Section 6 herein.

8. GENERAL PROCEDURES. The Contractor, Owner and RTD shall comply with the general procedures described in the **Exhibit G** - Utility Procedure Flow Chart, concerning their respective responsibilities for performance of the applicable Utility Work at particular UDS location(s).

For the design of Relocation and/or construction of the Relocation, Quality Control shall be the responsibility of the performing Party. The non-performing Party shall have a right to inspect the work while in progress.

The Owner or its designated representative shall operate all valves and supervise all required shut-offs and disconnections.

9. RESPONSIBILITY FOR COST. Cost responsibility shall be determined as follows:

a. Design and Construction of Relocation. RTD shall bear responsibility for the cost of the design of Relocation and construction of Relocation (whether performed by Owner or by RTD), except where the Utilities to be Relocated are currently located pursuant to an **Exhibit E** – RTD License Agreement; easement; permit; or other agreement held by RTD that requires Owner to pay for Relocation, or where Owner occupies property owned by RTD and Owner can provide no competent evidence of its right to locate Utilities in RTD's right of way. Cost allocation agreed to on the Work Order by the Parties shall be conclusive.

If there is a dispute concerning cost responsibility in a particular location notwithstanding the documentary evidence submitted, the Parties shall attempt to resolve that dispute in accord with Section 19 herein. If a good faith dispute continues after that attempt, and if RTD consents in writing, the Parties shall proceed with the Relocation at that location at RTD's cost, subject to RTD reserving all applicable legal and equitable rights to later pursue reimbursement, including interest, from date of RTD's incurring Relocation costs.

Depreciation credit shall be allowed to RTD reflecting any depreciation of the Utilities being replaced or altered, to the extent authorized by 23 CFR 645.117(h)(2).

No reimbursement will be paid for staff time expended by either Party to this URA for items other than design or construction. Reimbursement will not be paid for items including, but not limited to, document review, coordination, and acceptance and inspection for construction of

Relocation acceptance. Actual design and construction including preparation of design drawings and construction documents, and actual construction including material document are subject to reimbursement at actual cost or agreed upon lump sum, whether performed by outside contractors or in-house staff.

b. Salvage. Where Owner is responsible to perform construction of the Relocation under a Work Order for which RTD bears the responsibility for cost, Owner must give credit to RTD in that Work Order for the salvage value, as explained in 23 CFR 645.117(h).

Where RTD is responsible to perform construction of the Relocation under a Work Order, materials from Owner's existing utilities which are recovered by Contractor while performing the construction of the Relocation and which are not reused shall become the property of RTD , unless otherwise noted in that Work Order.

10. WORK ORDER PROCESS. Neither RTD, Contractor nor Owner shall incur costs for which it expects reimbursement before a Work Order has been fully executed and issued authorizing that work. The Owner, RTD and Contractor, shall enter into a Work Order to define and order the performance of the Utility Work at each location, and to describe all applicable terms and conditions for such Utility Work in accord with the process described below.

a. Form. The Work Order(s) and Work Order/Change Order(s) shall be substantially in the form shown on the Exhibits D(1) and D(2), respectively.

b. Content. The Work Order shall specifically identify the scope of work to be performed, the cost responsibility and the schedule for performance of the Utility Work and all other applicable terms and conditions. The Work Order shall include any applicable design details and cost estimates. Any new ROW documents for Relocation such as a new permit, RTD license agreement or easement shall be prepared for any Work Order for Relocation when the design of Relocation is complete and the DRAL has been fully executed.

c. Negotiation and Execution. RTD and Owner shall promptly meet to resolve through good faith negotiation any comments or disagreements with respect to the contents of any Work Order. Upon negotiation and agreement as to the scope and the schedule of the Utility Work shown in each separate Work Order, the Work Order shall be prepared. Each Work Order shall be signed by Owner, Contractor and then by RTD. Where possible, all reimbursements shall be negotiated on a "lump sum" rather than on an "actual cost" basis, unless otherwise approved by RTD. However, no lump sum arrangement will be entered into for Utility Work if such arrangement would preclude federal reimbursement pursuant to 23 CFR Section 645.113(f).

d. Submission/Response. RTD will submit each final Work Order to Owner for approval and Owner shall respond within fourteen (14) calendar days after Owner's receipt thereof, either by executing the same or by providing comments.

e. Standards. Performance of the design and construction of Relocation shall be governed by the standards, procedures, and terms set forth in this URA and in the Work Order. All standards, procedures, terms and conditions set forth in this URA shall be deemed incorporated into each Work Order issued. Further, all terms and conditions that are applicable to such design and construction of the Relocation and that are not already included in this URA shall be specifically described and included in the Work Order. Failure to execute a Work Order does not excuse the performance of any other obligation by either Party under this URA.

f. Effective Obligation. Each Party's financial obligation (if any) for the Utility Work shall be limited by the amount obligated and as expressly described in any executed Work Order issued for that Utility Work, and any such obligation shall not be effective until the Work Order is signed by RTD and Owner.

11. TECHNICAL CRITERIA/PERFORMANCE STANDARDS. Any Utility Work shall be consistent with the terms of this URA. All design and construction of Relocation shall also be consistent with Owner's written specifications, standards of practice (which may include design format) and construction methods, if any that are current at the time the Work Orders are prepared. The Owner shall provide any such written specifications, standards of practice and construction methods to RTD as soon as practicable but not later than the date a Work Order is issued for the Relocation. If so provided, they shall be deemed to be incorporated herein by this reference, and if they are not so provided, Contractor shall have no obligation to perform the work in accord with same. In the event of a conflict or inconsistency between the terms of this URA and Owner's written specifications, standards of practice and construction methods, this URA shall govern.

12. REVIEW AND APPROVAL OF DESIGN OF RELOCATION PLAN. Where RTD's Contractor performs the design of Relocation plan, Owner shall review and approve the plan prepared by RTD by not later than fourteen (14) calendar days after its submission to Owner, unless a different time period is expressly required in the respective Work Order. The Owner shall execute and provide to RTD a DRAL approving the design of Relocation plan within that time, if the design of Relocation plan is consistent with the performance standards described herein. The Owner shall have the right to reject any design of Relocation plan that does not meet the performance standards described herein. If Owner rejects a design of Relocation plan, Owner shall immediately notify RTD in the manner specified in Section 6 of the grounds for rejection and suggestions for correcting the problem. Owner shall re-review the revised design of Relocation plan not later than seven (7) calendar days after its submission to Owner, unless a different time period is expressly required in the respective Work Order.

Where Owner performs the design of Relocation plan, RTD shall review and approve the design of Relocation plan prepared by Owner by not later than fourteen (14) calendar days after its submission to RTD, unless a different time period is expressly required in the respective Work Order. RTD shall execute and provide to Owner a DRAL approving the design of Relocation plan within that time, if the design of Relocation plan is consistent and compatible with the Project. RTD shall have the right to reject any design of Relocation plan that is not consistent and compatible with the Project. If RTD rejects a design of Relocation plan, RTD shall immediately notify Owner in the manner specified in Section 6 of the grounds for rejection and suggestions for correcting the problem. RTD shall re-review the revised design of Relocation plan not later than seven (7) calendar days after its submission to RTD, unless a different time period is expressly required in the respective Work Order.

13. OWNERSHIP, OPERATION, MAINTENANCE, UTILITY PERMITS AND RTD LICENSE AGREEMENTS. For Relocations performed by Owner, all responsibilities for ownership, operations, maintenance and obtaining and complying with utility permits and RTD license agreements will remain with Owner.

For Relocations performed by RTD, Owner shall remain Owner of the Utilities upon completion of Relocation and acceptance of that Relocation is provided to RTD in writing by Owner. Operation and maintenance of such Utilities shall be the sole responsibility of Owner.

Access by Owner for future maintenance and servicing of Owner's Utilities that are Relocated or overtaken in-place within the RTD ROW will be allowed exclusively pursuant to an RTD License Agreement and a Right of Entry Permit to be issued by RTD.

The Owner is responsible for obtaining all local agency utility permits and the RTD License Agreement. The Owner shall abide by all terms and conditions of all such utility permits and RTD License Agreements. All terms and conditions in the RTD License Agreement that have already been issued for Owner Utilities currently located in existing RTD ROW will continue to apply unless superseded by a subsequent RTD License Agreement issued for the Relocation. Also, where an Owner has Utilities located in existing RTD ROW without a current RTD License Agreement with RTD, Owner shall apply for an RTD License Agreement as soon as is practicable. Where such Utilities need to be Relocated, RTD will provide and Owner must execute an RTD License Agreement. All such current and new RTD License Agreements are incorporated herein by this reference.

14. PERFORMANCE OF THE UTILITY WORK.

a. Pre-Qualified Contractor and Consultant. Where RTD performs Utility Work, Owner, by signing the Work Order, consents to Contractor and any subcontractors. If Owner requires any qualification or training for Contractors or other consultants performing Utility Work, it shall notify RTD in the manner specified in Section 6 and provide all steps necessary to qualify Contractors at no additional cost.

For Relocations directly coordinated with the Project, RTD will require its Contractor to provide the required traffic control, whether the Relocation is performed by Contractor or by the Utility Owner.

For Relocations within the Project ROW, RTD will require its Contractor to provide the required field survey, whether the Relocation is performed by Contractor or by the Utility Owner.

b. Inspection of Relocations. The Owner may perform inspections of any Relocation that is performed by RTD. The Owner's designated inspector shall coordinate with Contractor in connection with any inspections. RTD will require its Contractor to provide traffic control for any Relocation inspections performed by Owner.

The Owner shall inspect the Relocation performed by RTD during and immediately after completion and Owner shall accept that Relocation at that time if it is consistent with Owner's performance standards. The Owner shall execute and provide to RTD a CRAL after it determines that such Relocation is acceptable. The Owner shall have the right to reject any Relocation that does not meet Owner's performance standards. If Owner rejects any Relocation, Owner shall immediately notify RTD in the manner specified in Section 6 of the grounds for rejection and suggestions for correcting the problem. Owner shall re-inspect the Relocation once the problem has been corrected.

The Owner's inspection, approval and acceptance of the Relocation, performed by RTD shall not be construed as a waiver by Owner of any claim that Owner may have under applicable law.

When Relocation is performed by Owner, RTD during and immediately after its completion shall inspect and determine that the Relocation is consistent and compatible with the Project, then immediately execute and provide to Owner a CRAL. RTD shall have the right to reject any Relocation that was not constructed per the approved design of Relocation plan. If RTD rejects

any Relocation, RTD shall immediately notify Owner in the manner specified in Section 6 of its grounds for rejection and suggestions for correcting the problem. RTD shall re-inspect the Relocation once the problem has been corrected.

15. REIMBURSEMENT PROCESS. For the performance of any Utility Work, the Parties shall agree to either a lump sum or actual cost payment in each Work Order. Any other cost method must be specifically agreed to by the Parties and noted on the Work Order.

a. Invoices. All invoices for Utility Work must be submitted not later than one hundred twenty (120) calendar days after written acceptance/approval (DRAL and/or CRAL). Any costs for which Owner does not timely submit invoices to RTD shall be deemed waived.

All reimbursement shall be subject to compliance with the cost eligibility and reimbursement standards contained in 23 CFR 645.117 and any other applicable regulations or procedures including applicable credits for Betterment and/or salvage and/or retirement value. Invoices shall be submitted on **Exhibit F** – Utility Owner Reimbursement Invoice.

Payment shall be made pursuant to Section 4.

b. ROW or Easement. Costs incurred to acquire replacement ROW or an easement under this URA must be invoiced separately and must be included on a Work Order.

16. AS-BUILT PLANS. For Relocations performed by Contractor, RTD shall provide as-built plans to Owner as soon as practicable but no later than ninety (90) calendar days after the execution of the respective CRAL from the owner. The as-built plans must be consistent with Owner's written specifications, standards of practice (which may include design format) if any, that are current at the time the Work Orders are prepared.

For Relocations performed by Owner, Owner shall provide as-built plans to Contractor as soon as practicable but no later than ninety (90) calendar days after execution of the respective CRAL by Contractor.

17. BETTERMENT. As determined by RTD, in its sole discretion, Betterment work at any specific location may be eligible to be done by RTD's Contractor if: (a) that work is compatible with the Project work; (b) that work would not interfere with the Project schedule; and (c) it is feasible to separate the Betterment work from any related Utility Work being performed by Contractor. If Owner desires to include eligible Betterment work at any specific location where Contractor is responsible to perform the Utility Work, Owner shall negotiate the price (lump sum costs or actual cost) for said Betterment work directly with Contractor.

All such Betterment work shall be at Owner's sole cost. In the event Owner authorizes Contractor to perform the Betterment work, Owner, Contractor and then RTD shall execute a Work Order describing the terms and conditions applicable to such work. Upon execution of said Work Order, Owner shall deposit the total negotiated price of said Betterment work with the RTD. Payment for Betterment work shall not be subject to setoff. If costs exceed the amount specified by the Work Order for any Utility Work, Contractor will not proceed unless the increased cost is agreed to by Owner on a revised Work Order and paid by Owner to RTD prior to progressing with the work.

18. DEADLINES AND DELAYS. Time is of the essence in the performance of all Utility Work specified in all Work Orders. Except where due to Force Majeure, if Owner fails to meet a

deadline established herein or in the applicable Work Order, Owner shall reimburse RTD for the actual documented costs and damages incurred by RTD or by its Contractor arising out of any delay in completion of the portion of the Project resulting from Owner's delay.

Except where due to Force Majeure, if the RTD Contractor fails to meet a deadline established herein or in the applicable Work Order, RTD shall reimburse Owner for the actual documented costs and damages incurred by Owner resulting from Contractor's delay.

Where either Party is responsible to perform certain Utility Work in preparation for the other Party's performance of certain Utility Work, as described in a Work Order, then the first Party shall timely commence, diligently prosecute, and complete that certain Utility Work on or before the deadline(s) established in the Work Order. If the first Party fails to meet such deadline(s), then any affected deadlines for the other Party's performance of certain Utility Work shall be revised accordingly and the responsible Party shall pay any damages due for delay as specified above.

In addition to, and without limiting any rights or remedies available under this section or otherwise, if Owner is the Party responsible for the performance of Utility Work described in a Work Order and Owner fails to complete that Utility Work on or before the deadline established in the applicable Work Order, or if RTD reasonably determines that Owner will be unable to timely complete such Utility Work, RTD (without incurring any liability) may terminate Owner's performance of that Utility Work by giving notice to Owner, and may cause the remaining Utility Work to be performed by RTD's Contractor, or RTD may cause the remaining Utility Work to be performed by another contractor approved by Owner. If RTD takes over Owner's Utility Work pursuant to this paragraph, the costs for such Utility Work shall be allocated in accord with this URA and the Work Order, provided, however, that if RTD's cost is greater than the estimated cost on the respective Work Order, RTD shall pay the incremental actual cost above the Work Order estimated cost. The Owner shall be responsible for delay damages to RTD. RTD shall perform such Utility Work in accordance with the Work Order.

19. DISPUTE RESOLUTION.

a. Dispute Notice. In the event of any dispute, claim, or controversy arising out of or relating to this URA or any Work Order, or any Utility Work involving or otherwise relating to the Project or the Utility Work ("Dispute"), the complaining Party shall provide a notice of Dispute ("Dispute Notice") to the other Party, except where specific performance is required pursuant to Section 19.d, below, or where the non-complaining Party waives the requirement to provide such Dispute Notice in writing. The Dispute Notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the complaint. The complaining Party may, but will not be required to, aggregate the Dispute with other Disputes into one Dispute Notice.

b. Good Faith Negotiation. RTD and Owner shall attempt to settle all Disputes. To this effect, RTD and Owner shall conduct at least one face-to-face meeting between their respective field representatives in which they shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both RTD and Owner. Such meeting shall take place within seven (7) calendar days following delivery of a Dispute Notice. If that meeting does not resolve the Dispute, RTD and Owner shall conduct at least one face-to-face meeting between their respective staff representatives in which they shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both RTD and Owner. Escalation thereafter shall be between the Chief Engineer

of RTD and Owner, and finally between the Chief Executive Officer of RTD and Owner. Each escalation meeting shall take place within fourteen (14) calendar days of the previous meeting unless a longer time is agreed upon by both Parties in writing. Compliance with the Dispute Notice and negotiation provisions hereof shall be a condition precedent to the filing of any action involving a Dispute.

c. Legal Remedies. If RTD and Owner do not reach a resolution to their Dispute within fourteen (14) calendar days following service of a Dispute Notice, either Party may pursue any remedies that may be available to it at law or in equity; provided, however, that the jurisdiction and venue for all Disputes shall be in Denver District Court, Denver, Colorado.

d. Continuing Performance. In the event of any Dispute, RTD and Owner agree that they will continue their respective performance as required hereunder, including paying invoices, and that such continuation of efforts and payment of invoices shall not be construed as a waiver of any legal right or power: (a) of any Party under this URA, any Work Order, or any other agreement executed pursuant hereto or; (b) otherwise available pursuant to applicable law. RTD and Owner acknowledge and agree that delays in Utility Work will impact the public safety, welfare and convenience, and that (without limiting RTD's and Owner's remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, RTD and Owner shall be entitled to specific performance in the event of any breach of this URA, which threatens to delay construction of the Project. However, the fact that specific performance may be granted shall not prejudice any claims for payment or otherwise related to performance of the Utility Work.

20. REAL PROPERTY INTERESTS. If Owner's Utilities are currently located on/in a real property interest (fee or easement) owned by Owner, as evidenced by documentary proof of such interest provided by Owner and approved by RTD, and if RTD "takes" that interest for the Project, RTD will do one of the following (in RTD's sole discretion) to compensate Owner for that taking:

(i) RTD may pay just compensation to acquire that interest;

(ii) When feasible, RTD may acquire or provide a replacement easement for Owner's Utility, and the Utility Owner shall quitclaim to RTD that portion of the easement that is replaced or extinguished; or

(iii) If Owner's Utility will be modified in-place the existing use agreement governing Owner's Utility shall remain in place unless the Parties agree to a new use agreement.

The Owner shall not be required to abandon its Utility and vacate its property interest until the Relocated Utility is fully operational in the new location.

21. SERVICE CONTINUITY. Any shutdowns and/or temporary diversions of Owner's Utilities proposed by Contractor shall be included in the Work Order, which is subject to Owner's approval. All of Owner's Utilities shall remain fully operational during all phases of Project construction, except as specifically allowed and approved by Owner. Except where due to Force Majeure, RTD shall reimburse Owner for the actual documented costs and damages incurred by Owner arising out of any unapproved interruption in Owner's Utility service resulting from Contractor's performance of Utility Work.

22. FORCE MAJEURE. Neither Owner nor RTD shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this URA, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by Force Majeure.

23. DAMAGE TO UTILITIES AND OTHER PROPERTY. RTD and Owner shall require their contractors, subcontractors, employees and agents to exercise due precaution and care to avoid causing damage to the Utilities and property of the other Party and shall immediately report to the other Party the occurrence of any such damage. Such damage shall be repaired by or compensated at the expense of the Party that caused the damage, to the reasonable satisfaction of the other Party. Each Party shall be responsible for any damage caused by their respective operations to adjacent property, adjacent Utilities, adjacent structures, persons and other real property. Said operations include, without limitation, any earthwork, hauling, equipment placement, material placement or the performance of any other activity on the Project.

24. INSURANCE.

a. General Condition. If Owner will perform any Utility Work under this URA, Owner shall maintain (and/or require its contractors and subcontractors performing Utility Work hereunder to maintain, subject to Governmental Immunity limitations): (a) Comprehensive General Liability (Bodily Injury and Property Damage) insurance with limits of liability of not less than two million dollars (\$ 2,000,000) per occurrence and aggregate, including the following coverages (or the equivalent in a policy form reasonably acceptable to RTD): i) Contractual Liability to cover liability assumed under this URA; ii) Personal Injury with the "employee" and "contractual" exclusions deleted, and iii) Product and Completed Operations Liability Insurance, (b) automobile liability insurance covering owned, non-owned and hired automobiles in an amount not less than one million dollars (\$ 1,000,000), and (c) worker's compensation insurance as required by law. While Owner performs the design of Relocation, Owner shall also maintain (and cause any consultants performing such work to maintain) professional liability coverage for design professionals in a form reasonably acceptable to RTD and with limits of liability not less than two million dollars (\$ 2,000,000) per occurrence and aggregate. The Owner shall cause RTD, its governing body, and their respective officers, employees and authorized agents to be named as additional insureds on the above general liability insurance. The Owner shall cause a certificate (or certificates) evidencing the insurance required hereunder to be delivered to RTD as a condition precedent to commencement of Utility Work by Owner and by each other Party required to provide such insurance, and shall cause such insurance to be maintained in full force and effect until all such Utility Work is completed. Each certificate shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice to RTD in the manner specified in Section 6. If requested by RTD from time to time, Owner shall provide RTD with verification by a properly qualified representative of the insurer that Owner's and/or contractor's insurance complies with this paragraph and shall cause all other Parties required to provide insurance pursuant to this paragraph to do the same. All contracts shall be required to have commercial insurance from a provider with a Best's AAA rating.

b. Self-Insurance by Owner. Without in any way limiting Owner's indemnification obligations as set forth in this URA, Owner shall have the right to comply with and satisfy any or all of its insurance obligations under this paragraph in lieu of actually obtaining the applicable insurance policy(ies) by notifying RTD of Owner's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed in Section 24.a shall

apply. If requested by RTD at any time, Owner shall provide RTD with a certificate of such self-insurance in a form reasonably acceptable to RTD.

As to all work performed for Owner by RTD's Contractor, Owner shall be a designated third Party beneficiary on the insurance contract and shall be covered by indemnity and insurance provisions to the extent that RTD is covered for all work performed for Owner. Owner may be assigned all warranties pertaining to its work performed by RTD's Contractor following acceptance of any Utility Work by RTD or may request that RTD exercise warranty rights in the event of any covered defects in the work.

25. INDEMNIFICATION.

a. By Contractor. RTD shall require its Contractor for the Project, to the extent authorized by law, to indemnify, save, and hold harmless Owner, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees, pursuant to the terms of this URA or any Work Order executed pursuant hereto to the same extent and limits to which Contractor indemnifies RTD.

b. By Owner. To the extent authorized by law, Owner shall indemnify, save, and hold harmless RTD, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Owner, or its employees, agents, subcontractors, or assignees, pursuant to the terms of this URA or any Work Order executed pursuant hereto. Owner shall require its Contractor's to indemnify hold harmless and insure RTD to the extent Contractors indemnify, hold harmless and insure owner for all work performed on the Project.

26. THIRD PARTY BENEFICIARY. RTD's and Owner's contractors are express, intended third-party beneficiaries to this URA. Other than these contractors, there are no third-party beneficiaries to this URA.

27. TERMINATION FOR CONVENIENCE. RTD may terminate this URA at any time RTD determines that the purposes of the distribution of RTD funds under the URA would no longer be served by completion of the Utility Work. RTD shall effect such termination by giving written notice of termination to Owner and specifying the effective date thereof, at least twenty (20) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Owner under this URA shall, at the option of RTD, become RTD property, and Owner shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered. RTD shall, in addition, pay for or finish any Utility Work in construction that cannot be left without completion due to resultant damage to the public health, safety and welfare. If this URA is terminated for cause or due to the fault of Owner, Section 28 shall apply.

28. TERMINATION FOR CAUSE. If, through any cause, excepting Force Majeure, Owner shall fail to fulfill, in a timely and proper manner, its obligations under this URA, or if Owner shall violate any of the covenants, agreements, or stipulations of this URA, RTD shall thereupon have the right to terminate this URA for cause by giving written notice to Owner of its intent to terminate and providing at least ten (10) calendar days opportunity to cure the default or show cause why termination is not otherwise appropriate. Any such termination shall be at RTD's sole discretion and shall not limit any other available remedy. In the event of termination, all

finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Owner under this URA shall, at the option of RTD, become its property, and Owner shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Owner shall be obligated to return any payment advanced under the provisions of this URA. All Work Orders and other attachments or Exhibits to this URA are a part of the URA.

Notwithstanding the above, Owner shall not be relieved of liability to RTD for any damages sustained by RTD by virtue of any breach of the URA by Owner, and RTD may withhold any payment to Owner for the purposes of mitigating its damages until such time as the exact amount of damages due to RTD from Owner is determined.

If, after such termination, it is determined for any reason that Owner was not in default, or that Owner's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of RTD and Owner shall be the same as if the URA had been terminated for convenience, as described in Section 27, herein.

29. **SETTLEMENT OF CLAIMS.** Neither Owner nor RTD shall be entitled to reimbursement for any Utility Work covered by this URA, including costs with respect to real property interests (either acquired or relinquished), except as set forth in this URA. The terms and conditions of this paragraph shall prevail over any statutory, common law, regulatory or administrative provisions governing the subject matter hereof. This URA is intended as a full settlement of all claims regarding RTD's and Owner's liability for the cost of the Utility Work to which this URA applies. Except for the obligations undertaken by RTD and Owner pursuant to this URA, Owner and RTD each waives, releases, and forever discharges the other Party, its members, officers, directors, agents, employees, successors and assigns from any and all claims for reimbursement, whether known or unknown, which either Party ever had or now has, regarding liability for the cost of the Utility Work necessitated by the Project. This paragraph is intended to address only the issue of liability for the cost of Utility Work and does not extend to any tort claims that might arise out of the performance of the Utility Work.

30. **NO LIENS.** RTD, its agents and Contractors, shall keep the Project ROW free from any statutory or common law lien arising out of any Utility Work performed, materials furnished or obligations incurred by RTD, its agents or Contractors. The Owner, its agents and contractors, shall keep the Utilities and the Project and the Project ROW free from any statutory or common law lien arising out of any Utility Work performed, materials furnished or obligations incurred by Owner, its agents or contractors.

31. **RETENTION OF RECORDS.** Each Party shall keep and maintain all books, papers, records, accounting records, files, reports and other material relating to the Utility Work it performs (or has performed) pursuant to this URA, including detailed records to support all invoices submitted by each Party, for a period of three (3) years after the date of acceptance of the completed Utility Work. Each Party, the Federal Transit Administration, and any other agency providing funding to RTD (including their respective auditors) shall have access to and shall be entitled to audit all such records during normal business hours upon reasonable notice to the Party maintaining such records. RTD and Owner shall insert the above requirements into any contracts entered into for performance of Utility Work and shall also include in such contracts a clause requiring their contractors to include the above requirements in any subcontracts or purchase orders. RTD and Owner shall mutually agree upon any financial adjustments found necessary by such audit. If RTD and Owner are unable to agree upon any such adjustment, then the dispute shall be resolved pursuant to Section 19 of this URA.

32. FEDERAL/STATE/LOCAL REQUIREMENTS. RTD and Owner shall at all times in the performance of Utility Work strictly adhere to, and comply with, all applicable federal and state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this URA. RTD and Owner shall also require compliance with these statutes and regulations in all subcontracts entered into under this URA. Where requested by RTD, Owner must obtain RTD's approval prior to the award of any contract by Owner for the performance of any part of the Utility Work that will be paid by RTD.

33. TERM. The term of this URA will commence upon its execution by Owner, then by RTD and will continue until acceptance by Owner of the Utility Work shown on the Work Order(s), or until final payment owing from either Party, whichever is later; provided, however, that warranty provisions and certain other provisions of this URA, must, by their terms, survive Utility Work and Project completion.

34. LEGAL AUTHORITY. The Owner warrants that it possesses the legal authority to enter into this URA and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this URA and to bind Owner to its terms. The person(s) executing this URA on behalf of Owner warrant(s) that such person(s) have full authorization to execute this URA.

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

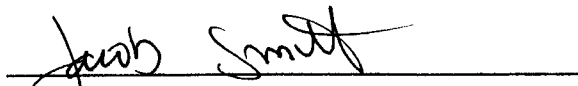
36. ADDENDUM. Before this URA is executed, the Parties may agree to additions or other changes in the terms hereof in order to address the particular needs or requirements of Owner. Any such changes (if any) shall be described in an "Addendum," which shall be attached as **Exhibit J** – Addendum and incorporated into this URA by this reference. In the event of a conflict or inconsistency between any such Addendum and this URA proper, or its incorporated material, and/or its Exhibits or attachments, the Addendum shall prevail to the extent of any such conflict or inconsistency.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, OWNER and RTD have executed this URA on the day first above written.

Owner's Authorized Representative:

For the Regional Transportation District:



Name:
Title:



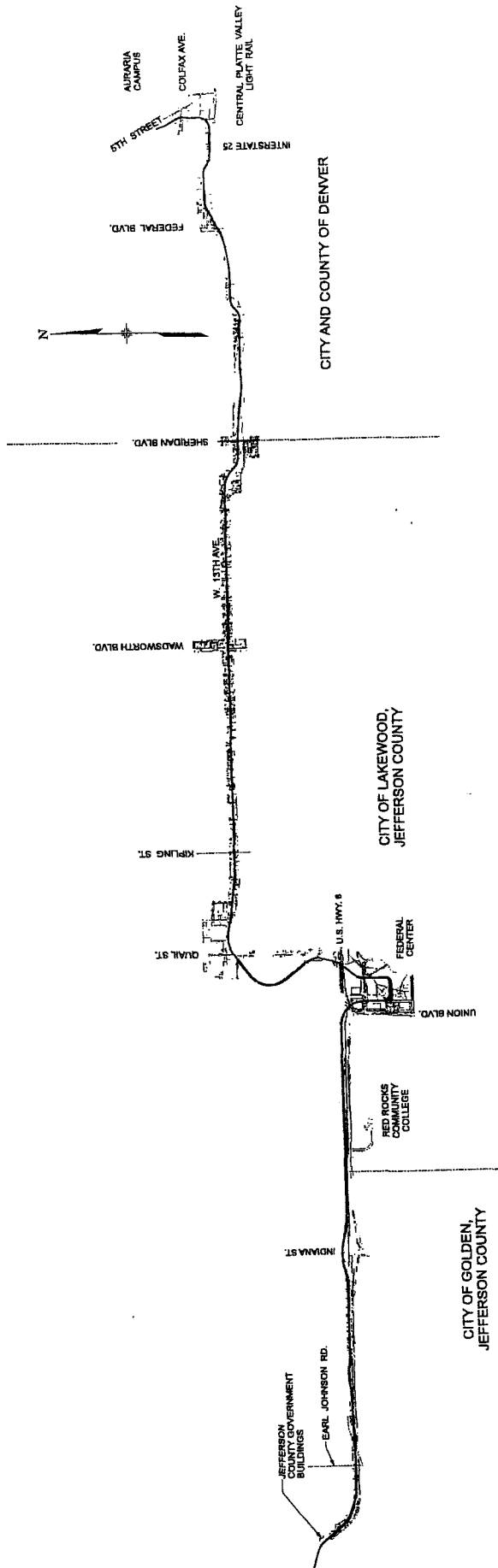
Name: John C. Shonsey
Title: Senior Manager of Engineering

Approved as to legal form for the Regional Transportation District.:



Name: Jenny C. Barket
Title: Ass't Gen'l Counsel

WEST CORRIDOR LIGHT RAIL TRANSIT PROJECT



PROJECT MAP

EXHIBIT A

EXHIBIT B UTILITY DESIGN SHEET

PROJECT _____

Utility Co. #	Conflict #

Utility Owner: _____ Public Private

SECTION TO BE COMPLETED PRIOR TO NEGOTIATION MEETING

Existing Condition

1. General Location _____
 2. Utility type: Electric Gas Communications Water Sanitary Cable TV Irr. Canal
 Other _____
 3. Location by: Utility plat maps; Field located and surveyed: Yes No; Pothole: Yes No
 If pothole, # _____ from: RTD pothole or Consultant pothole HCL used: _____
 Station: _____ to Station: _____ Dist. from HCL: _____ Rt. / Lt. _____
 4. Utility size & type of materials: _____
 5. Environmental Concerns: _____
 6. Encased: No Yes, if so size & material: _____
- This section completed by RTD Utility Coordinator: _____ Date: _____

SECTION TO BE COMPLETED AT NEGOTIATION MEETING

Proposed Resolution

1. Recommendation: left alone modified removed relocated upgraded abandoned in place
 Conflict with: _____
2. This utility may be modified/relocated to: _____
 Station: _____ to Station: _____ Dist. from HCL: _____ Rt./Lt. _____
3. Utility in: RTD ROW other public ROW Easement (attach copy) other _____
4. Who will do the Utility Relocation Plan: Utility Company (Owner) RTD Consultant
5. Who will do the construction: Utility Company (Owner) RTD Contractor
6. Owner to perform inspection? No Yes, if so conditions: _____
7. Number of days required for prior notification by RTD Contractor for construction by Owner: _____ days
8. Number of days required by Owner or Consultant to complete Utility Relocation Plan: _____ days; Construction: _____ days.
9. Any construction details unique to this location? No Yes, if yes describe: _____

10. Utility can be disconnected for: _____ days/hours.
11. Other proposed action: _____

12. Consultant Drawings confirming conflict must be attached
 This section completed by: Utility Co. _____ Date: _____ RTDC _____ Date: _____

Exhibit C
Utility Tracking Report

Stations EB LRT		Location	Utility	Owner	Utility / Conflict Number	Action	Estimated Construction start year	Design By		Construction By		Comments	Property Interest RTD ROW / Public ROW / Other	Financial Responsibility
Begin	End							RTD	Utility Owner	RTD	Utility Owner			
997+65	1011+65	Earl Johnson Road	Water	Golden	5-1	Relocate the existing 8" water line northeast of the proposed tracks and reconnect back into the existing water line at approximately 1011+65. This area includes 2 crossing at approximately 1003+80 that needs to be lowered and encase and the crossing at 1008+95 will no longer be located under the proposed tracks. The project will also be relocating 1 fire hydrant located at 1010+70.	Dec 2007	X		X		Public ROW (CDOT)	RTD	
1011+65	1019+00	Earl Johnson Road	Water	Golden	5-2	Relocate the existing 8" water line and Water Manhole located at 1014+80 to the northeast of the proposed LRT tracks as shown on the plans per Golden's standard specifications.	Dec 2007	X		X		Public ROW (CDOT)	RTD	
1018+55		Earl Johnson Rd	Sanitary	Golden	5-3	Survey will determine if in conflict. Utility owner has concerns about age, material of the existing pipe and the loads of the LRT on their sanitary pipe.	Dec 2007	X		X		Public ROW (CDOT)	RTD	
1026+50		East of Earl Johnson	Water	Golden	5-4	Encase water line under the LRT tracks per RTD's design standards.	Dec 2007	X		X		Public ROW (CDOT)	RTD	
1031+15		Ulysses	Sanitary	Golden	5-5	No conflicts existing sanitary pipe is 10 to 12 feet deep and is also located in a 2' fill. May need to adjust sanitary manhole.	N/A	N/A	N/A	N/A		Public ROW (CDOT)	RTD	
1032+75		Ulysses	Water	Golden	5-	Water line does not cross to the north under 6th Avenue in this location.	N/A	N/A	N/A	N/A		Public ROW (CDOT)	RTD	
<p>Owner's Authorized Representative:</p> <p>Title: _____</p> <p>Date: _____</p>														

THIS WORK ORDER ("Work Order") is entered into by and among the Owner, the Contractor and then RTD to implement in part that certain URA identified on the face page, as the same may be amended from time to time. The face page of this Work Order is in a table format and contains specific information concerning the Utility Work to be performed hereunder, which page and information shall be considered part of this Work Order.

UTILITY WORK TO BE DONE

URA. This Work Order is issued to authorize the Utility Work described herein. The URA and all of the provisions thereof are incorporated into this Work Order by this reference. All attachments referenced in this Work Order are incorporated herein by such reference. All Utility Work shall be performed in accord with the requirements of the URA.

Schedule. The Contractor and/or the Owner shall complete the design of Relocation and the construction of Relocation described herein in accord with the schedule specified on the face page of this Work Order. The Contractor and/or the Owner shall commence the construction of Relocation described herein only after acceptance of the design of Relocation by the non-performing party as provided below. The Contractor and/or the Owner shall complete its review of the completed design of Relocation or the inspection of the construction of the completed Relocation in accord with the schedule specified on the face page of this Work Order.

PERFORMANCE OF UTILITY WORK

Design. The design of Relocation to be furnished, whether by the Owner or the Contractor, pursuant to this Work Order shall be substantially in accord with the preliminary design of Relocation attached to this Work Order and shall be consistent and compatible with the relevant Project plans. All design of Relocations are subject to review and acceptance by the non-performing party in accord with the time frames and procedures set forth in the URA, as may be modified by the Work Order.

Construction. The construction of Relocation shall not start until the RTD License Agreement, the respective Work Order and the Design of Relocation Acceptance Letter, as applicable, have been fully executed. The construction of Relocation to be performed pursuant to this Work Order, whether by the Owner or the Contractor, shall be performed substantially in accord with the final approved design of Relocation. Deviations from the final approved design of Relocation may occur only in conformity with the URA. Promptly upon its completion, and in no event later than seven calendar days after completion, the performing party shall obtain a "Construction of Relocation Acceptance Letter" for the construction of Relocation from the non-performing party.

BILLING AND PAYMENT

Billing and payment for Utility Work performed by the Contractor shall be in accord with the Contractor's Contract.

EFFECTIVE DATE

This Work Order shall be "effective" as of the date of execution set forth in the signature block of the RTD Representative.

IN WITNESS WHEREOF, RTD, the Owner, and the Contractor have executed this Work Order as of the "Date" set forth in the signature block of the RTD Representative.

The Owner:

Signature By: _____

Print Name: _____

Title: _____

The Contractor:

Signature By: _____

Print Name: _____

Title: _____

RTD:

Signature By: _____

Print Name: _____

Title: _____

Date: _____

Regional Transportation District

Utility Engineer

**EXHIBIT D(2)
UTILITY
WORK ORDER/CHANGE ORDER**

URA No.: _____ Conflict No.: _____
 Work Order No.: _____ Work Order Revision No.: _____
 Change Order No. _____
 Work Breakdown Structure No.: _____

NAME OF "Owner": _____

LOCATION/DESCRIPTION OF RELOCATION

Location of the Utility Work covered by this Work Order is described in attached UDS.
 General description of the Utility Work covered by this Work Order:

ALLOCATION OF PERFORMANCE RESPONSIBILITY FOR UTILITY WORK

Design of Relocation: RTD The Owner (Owner Project #: _____)

Construction of Relocation: RTD The Owner (Owner Project #: _____)

ALLOCATION OF COST RESPONSIBILITY FOR UTILITY WORK BY THE OWNER

Design of Relocation: RTD pays Owner \$ _____

Construction of Relocation: RTD pays Owner \$ _____

Other: (Explain) _____

Lump Sum \$ _____ ; OR Actual Costs Not To Exceed \$ _____

ALLOCATION OF COST RESPONSIBILITY FOR UTILITY WORK BY THE CONTRACTOR

Design of Relocation:
 RTD pays the Contractor \$ _____ ; If applicable, then Owner pays RTD \$ _____

Construction of Relocation:
 RTD pays the Contractor \$ _____ ; If applicable, then Owner pays RTD \$ _____

Other: (Explain) _____

Lump Sum \$ _____ ; OR Actual Costs Not To Exceed \$ _____

<u>SCHEDULE (THIS WORK ORDER ONLY):</u>			<u>SCHEDULE (THIS WORK ORDER ONLY):</u>		
For Design:	Owner	Contractor	For Construction:	Owner	Contractor
Start Date:	_____	_____	Start Date:	_____	_____
Completion Date (CD):	_____	_____	Completion Date (CD):	_____	_____
Sign Design Acceptance (Days After CD)	()	()	Sign Acceptance or Inspection (Days After CD)	()	()

COST ESTIMATE SUMMARY

The Contractor and/or the Owner shall provide a summary(s) of the estimated cost for the Allocation of Performance of Utility Work under this Work Order whether the allocated Utility Work is to be performed on an actual cost basis or on a lump sum basis. Such cost estimate(s) shall be attached and incorporated into this Work Order. The Contractor and/or the Owner shall not exceed the total amount of the estimate for that Utility Work until RTD has issued a revised Work Order to provide additional funds. RTD will determine if the cost is fair and reasonable.

A. Where that Utility Work is performed by the Contractor, that summary shall be prepared in accord with the provisions of the Contractor's Contract Section on Change Order Work, and in the format described below, and the Contractor shall include reference to appendices detailing the basis for the values entered in the summary and attach all supporting documentation.

<u>Item</u>	<u>Description</u>	<u>Cost</u>	<u>Ref: Appendix</u>
1	Construction Labor	\$ -	---
2	Non-Construction Labor	\$ -	---
3	Direct Material	\$ -	---
4	Equipment	\$ -	---
5	Permit Fees	\$ -	---
6	Other Direct Costs	\$ -	---
7	Markup (items 1 - 6 only)	\$ -	---
SUBTOTAL (items 1-7)		\$ -	
8	Subcontractor (s)	\$ -	---
9	Markup	\$ -	---
SUBTOTAL (items 8 & 9)		\$ -	
TOTAL		\$ -	

B. Where that Utility Work is performed by the Owner, that summary shall (at a minimum) consist of an itemized estimate prepared by the Owner in accord with the Owner's standard practice (including a listing of units and unit costs, where applicable), as provided on the URA. The Contractor shall obtain estimate/summary from the Owner and provide it to RTD.

WORK ORDER WILL ALSO FUNCTION AS A CHANGE ORDER
 If the box to the left is checked and initialed by the RTD Representative, this Work Order will also function as a Change Order pursuant to the Contractor's Contract. In that event certain Change Order provisions will be attached, as Attachment A. However, Attachment A shall be between RTD and the Contractor only, and the Owner shall not be a party to or affected thereby.

Attachment A attached

WORK ORDER WILL NOT FUNCTION AS A CHANGE ORDER
 If the box to the left is checked and initialed by the RTD Representative, this Work Order will NOT function as a Change Order pursuant to the Contractor's Contract.

FOR RTD INTERNAL ACCOUNTING PURPOSES ONLY:

URA Encumbrance:			\$ -
RTD Costs incurred to:	Owner	\$ -	;and/or Contractor \$ -
Total To Date To:	Owner	\$ -	;and/or Contractor \$ -
Remaining URA Balance:			\$ -

THIS WORK ORDER ("Work Order") is entered into by and among the Owner, the Contractor and then RTD to implement in part that certain URA identified on the face pages, as the same may be amended from time to time. The face pages of this Work Order are in a table format and contain specific information concerning the Utility Work to be performed hereunder, which pages and information shall be considered part of this Work Order.

UTILITY WORK TO BE DONE

URA. This Work Order is issued to authorize the Utility Work described herein. The URA and all of the provisions thereof are incorporated into this Work Order by this reference. All attachments referenced in this Work Order are incorporated herein by such reference. All Utility Work shall be performed in accord with the requirements of the URA.

Schedule. The Contractor and/or the Owner shall complete the design of Relocation and the construction of Relocation described herein in accord with the schedule specified on the face pages of this Work Order. The Contractor and/or the Owner shall commence the construction of Relocation described herein only after acceptance of the design of Relocation by the non-performing party as provided below. The Contractor and/or the Owner shall complete its review of the completed design of Relocation or the inspection of the completed Relocation in accord with the schedule specified on the face pages of this Work Order.

PERFORMANCE OF UTILITY WORK

Design.

The design of Relocation to be furnished, whether by the Owner or by the Contractor, pursuant to this Work Order shall be substantially in accord with the preliminary design of Relocation attached to this Work Order and shall be consistent and compatible with the relevant Project plans. All design of Relocations are subject to review and acceptance by the non-performing party in accord with the time frames and procedures set forth in the URA, as may be modified by the Work Order.

Construction.

The construction of Relocation shall not start until the RTD License Agreement, the respective Work Order and the Design of Relocation Acceptance Letter, as applicable, have been fully executed. The construction of Relocation to be performed pursuant to this Work Order, whether by the Owner or by the Contractor, shall be performed substantially in accord with the final approved design of Relocation. Deviations from the final approved design of Relocation may occur only in conformity with the URA. Promptly upon its completion, and in no event later than seven calendar days after completion, the party performing shall obtain a (Construction of Relocation Acceptance Letter) for the construction of Relocation from the non-performing party.

ACTUAL COST ESTIMATE

The party that is responsible for the performance of the design and/or construction (as applicable, and as indicated on the face pages) of the Relocation authorized by this Work Order shall prepare an actual cost estimate for that Utility Work, whether that Utility Work is to be performed on a lump sum or an actual costs basis. Where the Utility Work is to be performed on an actual cost basis, such actual Cost Estimate is in addition to the Cost Estimate Summary described on the face pages of this Work Order. Where part of the Utility Work at a particular location is to be done by the Contractor and part by the Owner, 2 separate estimates - 1 estimate for each part shall be prepared. Such actual cost estimate(s) shall be attached and incorporated into this Work Order. Further, where this Work Order is for the performance of Utility Work on an actual cost basis, **the party responsible for that performance shall not exceed the total amount of its estimate for that Utility Work until RTD has issued a revised Work Order to provide additional funds needed therefore.**

COST RECORDS

Where the Owner performs both design of Relocation and construction of Relocation for a particular Relocation pursuant to this Work Order, and where RTD is responsible for the cost of that design of Relocation and construction of Relocation, the Owner shall set up separate costs centers to record and maintain separate cost records, one for that design of Relocation and another for that construction of Relocation. Further, the Owner shall record and maintain costs incurred under this Work Order separate from costs incurred under other Work Orders for other particular Relocations, if any.

COST CERTIFICATION

By executing the referenced Work Order, the party responsible (whether the Contractor and/or the Owner) for the performance of the design of Relocation and/or the construction of Relocation authorized by this Work Order warrants and certifies that the amount of time and/or compensation requested by that party for that work (including, without limitation, for any work performed by subcontractors) in the referenced Work Order: 1) is accurate, complete and current as of the date of the Work Order is executed; and 2) includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event or matter giving rise to such proposed change, and that party has no reason to believe, and does not believe, that the factual basis for the Work Order/Change Order is falsely represented.

PRICE OF UTILITY WORK

The parties have agreed to the price of, and payment for, the Utility Work as described on the face pages.

BILLING AND PAYMENT

Billing and payment for Utility Work performed by the Contractor shall be in accord with the Contractor's Contract.

BETTERMENT, RETIREMENT VALUE, SALVAGE

[Note: Select (and complete, if necessary) the one appropriate provision ONLY]:

- 1) The Utility Work includes Betterment to the Owner 's Utility by reason of _____ in the estimated amount of: _____ ; or
- 2) The Utility Work does not include any Betterment.

The Owner shall show credits in its estimate for any Betterment, salvage value, and retirement value of the Utility as required pursuant to the URA.

EFFECTIVE DATE

If this Work Order serves only as a Work Order, this Work Order shall be "effective" as of the date of execution set forth in the Work Order signature block of the RTD Representative.

If this Work Order also serves as a Change Order, this Change Order shall be "effective" as of the date of execution set forth in the Change Order signature block of the RTD Representative.

WORK ORDER SIGNATURE BLOCK

IN WITNESS WHEREOF, the Owner, the Contractor and then RTD have executed this Work Order as of the "Date" set forth in this signature block of the RTD Representative.

The Owner:

Signature By: _____

Date: _____

Print Name: _____

Title: _____

Owner (FEIN) ID # _____

The Contractor:

Signature By: _____

Date: _____

Print Name: _____

Title: _____

RTD:

Signature By: _____

Date: _____

Print Name: _____

Title: RTD Utility Representative

RTD: For Work Orders in Excess of \$ 50,000.00

Signature By: _____

Date: _____

Print Name and Title: _____

CHANGE ORDER SIGNATURE BLOCK

(Contractor shall provide two (2) signed originals of this Change Order to indicate concurrence to the modifications and return both to RTD. One original will be returned to the Contractor with the signature of the RTD Representative.)

IN WITNESS WHEREOF, RTD and the Contractor have executed this Change Order on the dates set forth below.

CONTRACTOR

RTD

By: _____

By: _____

Contractor Project Manager or designee

RTD Representative

Date: _____

Date: _____

RTD: For Change Orders in Excess of \$ 50,000

By: _____

Date: _____

AGREEMENT made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, hereinafter referred to as "Licensor" and _____, hereinafter referred to as "Licensee".

In consideration of the mutual promises contained herein, and for the sum of \$ _____, in hand paid to Licensor by Licensee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 THE LICENSE

Subject to all the terms and conditions hereof, Licensor hereby grants to Licensee a non-exclusive license to install a _____ within the locations depicted in attached Exhibit A, (hereinafter referred to as "Premises"). Licensee shall relocate, construct, maintain, repair, replace, reconstruct, and remove the _____ for the duration of this License. Licensor shall retain all other rights in and usage of the Premises not inconsistent with the reasonable enjoyment of the above grant.

SECTION 2 DESIGN AND CONSTRUCTION

- a. Any construction on the Premises related to the subject matter of this License, and any improvement to be placed within the Premises must be a minimum of 60 (sixty) inches below existing grade, and be done in strict compliance with Chapter 6 (Utilities) of Licensor's LRT Design Criteria Manual (rev. 2-23-'96, attached as Exhibit B), in order to insure compatibility of the improvements with use of the Premises as part of a mass transit corridor. If future rail elevations results in profile separation of less than 60", then the utility conduit must be adjusted.
- b. Any railroad tracks currently on the Premises must be left in place and undisturbed. Licensor's mass transit operations across, on or along the Premises must not be impaired in any way.
- c. Licensee shall promptly provide Licensor with as-built drawings of completed work
- d. Any relocation of the underground facility necessary as a result of construction by Licensor will be done at Licensee's sole cost, risk and expense.
- e. All pressure lines including Water, oil and natural gas distribution lines shall be sleeved and installed in a manner that repair or replacement of the facility can be performed without affecting the rail operations. Casing shall extend the entire length of the right of way. Crossing needs to be encased and grounded.

f. All initial placement work shall be coordinated with RTD Light Rail Maintenance of Way Manager, Cal Shankster at 303-299-3415.

h. Existing duct bank below the track has to be maintained and avoided, therefore Utility lines and casing must be installed below the duct bank.

SECTION 3 CORRIDOR REQUIREMENTS

If and when RTD and/or any other transit authority constructs a Light Rail Transit Corridor across, on or along the Premises, Licensee and its contractor(s) must comply with the following before and while conducting installation, maintenance or repair operations on the Premises:

(a) Obtain an executed RTD Right-of-Way Access Request/Permit, the form of which is attached hereto as Exhibit C at least five (5) working days before commencing such work in, on or above the RTD premises as described in such permit for the duration of such permit. The Special Operating Conditions set forth in such RTD Right-of-Way Access Permit are incorporated herein by this reference and shall apply, except for the flagperson hourly rate in condition 6, thereof. The RTD may refuse to grant any permit, or may grant any permit request upon special condition(s) on either safety or operational grounds.

(b) Keep all equipment, tools and materials stored at least fifteen (15) feet from the centerline of any operable track. Explosives or other highly inflammable substances shall not be stored on RTD premises without the prior approval of RTD's representative.

(c) Remove all tools, equipment and materials from RTD premises promptly upon completion of work, and restore RTD premises to the same state and condition as when entered upon.

(d) Reimburse RTD for all cost and expense incurred by RTD in connection with said work, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as RTD deems necessary, the installation and removal of falsework beneath tracks, and restoration of RTD's property to the same condition as when Licensee entered thereon, or to a condition satisfactory to RTD' representative.

(e) Use RTD protective services in the form of a flagperson when required as set forth in Exhibit D, attached hereto and incorporated herein. The Licensee shall pay the RTD's then current hourly rate for such flagperson, and time and one-half of that amount for weekend or off-shift work.

(f) The RTD light rail catenary system is electrified twenty-four hours per day with approximately 750 volts direct current at 3000 amps. The catenary system shall be considered live at all times. The mainline catenary system cannot be deenergized.

SECTION 4
INSURANCE

(a) The Licensee shall procure and maintain for the life of this License, at its sole cost and expense, the following kinds of insurance with an insurer or insurers and in a form satisfactory to RTD:

(I). Comprehensive general and automobile liability insurance with contractual liability endorsement and products and completed operations hazards included, which shall provide coverage for limits of not less than \$1,000,000.00 bodily injury liability and property damage liability, combined single limits. The scope of the insurance afforded by such policy shall not be less than that which is afforded by the Insurance Service Organizations or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

(II). Worker's Compensation and Employer's Liability Insurance covering all employees of Licensee and any contractors and subcontractors ("Contractors") where ever 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 and any Contractors as determined by the Worker's Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of the Contractors.

(III). Prior to entry upon, above or adjacent to RTD's property, Licensee agrees to furnish RTD with a certificate of insurance for each policy. The comprehensive general and automobile liability certificate shall have the following endorsements attached thereto:

1. An endorsement making the Regional Transportation District an additional named insured.

2. An endorsement providing that Cancellation of the policy or material reduction of coverage thereunder will not be effective until forty five (45) days following written notice of the same to:

Address: Property Management
 Regional Transportation District
 1560 Broadway, Suite 650
 Denver, CO 80202

By Registered or Certified mail

3. An endorsement providing for contractual liability coverage for liability assumed by the Licensee under this agreement with RTD.

4. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated.

5. A Broad Form Property Damage endorsement.

6. An endorsement providing that 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 thereunder on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (i) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (ii) in the event of exhaustion, continue in force as though it were primary insurance.

(b). Liability of Licensee under Section 9. hereof shall not be limited to coverage provided under said insurance policies.

(c). Only those contractors and subcontractors of Licensee ("Contractors") whose operations are covered by the insurance provisions hereof will be authorized to work upon or about the Premises. In the event that any Contractor does not have its own insurance coverage as set forth in Section 4(a), hereof, Licensee shall cause such Contractor to be a named insured under Licensee's policies set forth in Section 4(a). No Contractor shall be permitted entry upon, above, or adjacent to RTD's right of way until proof of Contractor's coverages required by this paragraph is submitted to RTD, and approved by RTD's Risk Manager.

(d). All of the limitations and obligations imposed upon the Licensee pursuant to this Agreement and all rights reserved to RTD by this Agreement shall apply with equal force and effect to any Contractor(s) performing any project work who shall be deemed to be agents of the Licensee.

SECTION 5 TERM OF AGREEMENT

The license set forth in this agreement shall continue until terminated at the sole discretion of either party as set forth below.

SECTION 6 TERMINATION

This License Agreement, and the license created hereby, may be terminated after ninety (90) day's advance written notice, specifying the date of termination, given by one party to the other.

SECTION 7 NO WARRANTY

The right to use the Premises granted hereunder is hereby contracted for and shall be granted with respect to the Premises in its "AS IS" physical condition without any warranty expressed or implied. This grant is subject to all other prior granted or reserved rights and interests in the Premises, if any, whether of record or not.

SECTION 8 MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair any improvements placed by it on the Premises. Prior to the termination of this License, Licensee shall restore the Premises to the condition in which it existed as of the execution of this Agreement.

SECTION 9 LIABILITY

Licensee shall indemnify, defend, and hold Licensor, its officers, directors and employees harmless against and from all claims (including without limitation actions, demands, expense, costs, attorney's fees, court costs and judgments) for death of or injury to persons whomsoever or loss or destruction of or damage to property (tangible or intangible) in any way arising out of or caused by use of the Premises by Licensee and/or its Contractors, such obligation to include, but not be limited to, liability resulting from violation of Section 10 (Environmental) hereof. It is the express intention of the parties hereto that the indemnity from the Licensee to RTD provided for in this paragraph indemnifies RTD for its own negligence, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage; provided that said indemnity shall not protect RTD from liability for death, injury or damage arising solely out of the willful misconduct, gross negligence and/or criminal actions of RTD, its officers, agents and employees. In the event of any such claims made or suits filed, each party shall give the other prompt written notice thereof, and Licensor 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 hereunder. The provisions of this paragraph shall survive the termination of the License granted under this Agreement.

SECTION 10 ENVIRONMENTAL

(a). Except in strict compliance with all Environmental Requirements, Licensee 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 Premises or any portion thereof by Licensee, its agents, employees, contractors, or invitees.

(b). Licensee shall not cause, permit or suffer the existence or the commission by Licensee, its agents, employees, contractors, or invitees of material violation of any "Environmental Requirements" upon, about or beneath the Premises or any portion thereof.

(c). Licensee shall not create or suffer to exist with respect to the Premises, or permit any of its agents to create or suffer to exist 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. Section 9607(1) or any similar state statute.

For purposes of this Agreement:

"Hazardous Material" means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Colorado or any political subdivision thereof; or

(iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or

(v) the presence of which on adjacent properties could constitute a trespass by Licensee.

"Environmental Requirements" means 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 thereof and all applicable judicial, administrative, and regulatory decrees, judgements, and orders relating to the protection of human health or the environment, including, without limitation:

(i) 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," chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes 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 chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

(ii) All requirements pertaining to the protection of the health and safety of employees or the public.

SECTION 11 NOTICES

Any notices given pursuant hereto by either party to the other party shall be in writing and mailed by U.S. mail, first class, postage prepaid, addressed as follows:

To Licensor: Regional Transportation District
 1560 Broadway, Suite 650
 Denver, CO 80202
 Attn: Property Management

To Licensee:

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION 12 PROHIBITED INTERESTS

No officer, member, or employee of the Licensor and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included with the Regional Transportation District during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 13
MISCELLANEOUS

(a). The laws of the State of Colorado and applicable Federal, State and local laws, rules, regulations, and guidelines shall govern this Agreement.

(b). 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.

(c). It is expressly understood and agreed that Licensor and Licensee do not intend to be and shall not in any respect be deemed agents of each other, but shall be deemed to each be an independent contractor.

(d). This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto.

LICENSOR

REGIONAL TRANSPORTATION DISTRICT

By: _____
Elizabeth A. Rao, Assistant General Manager,
Planning and Development

Date: _____

Approved as to Legal Form:

By: _____
RTD Associate General Counsel

Date: _____

LICENSEE

(Owner)

By: _____

Title: _____

Date: _____

EXHIBIT G

A

**THE CONSULTANT PERFORMS THE DESIGN OF THE RELOCATION
AND THE CONTRACTOR PERFORMS THE CONSTRUCTION OF THE RELOCATION**

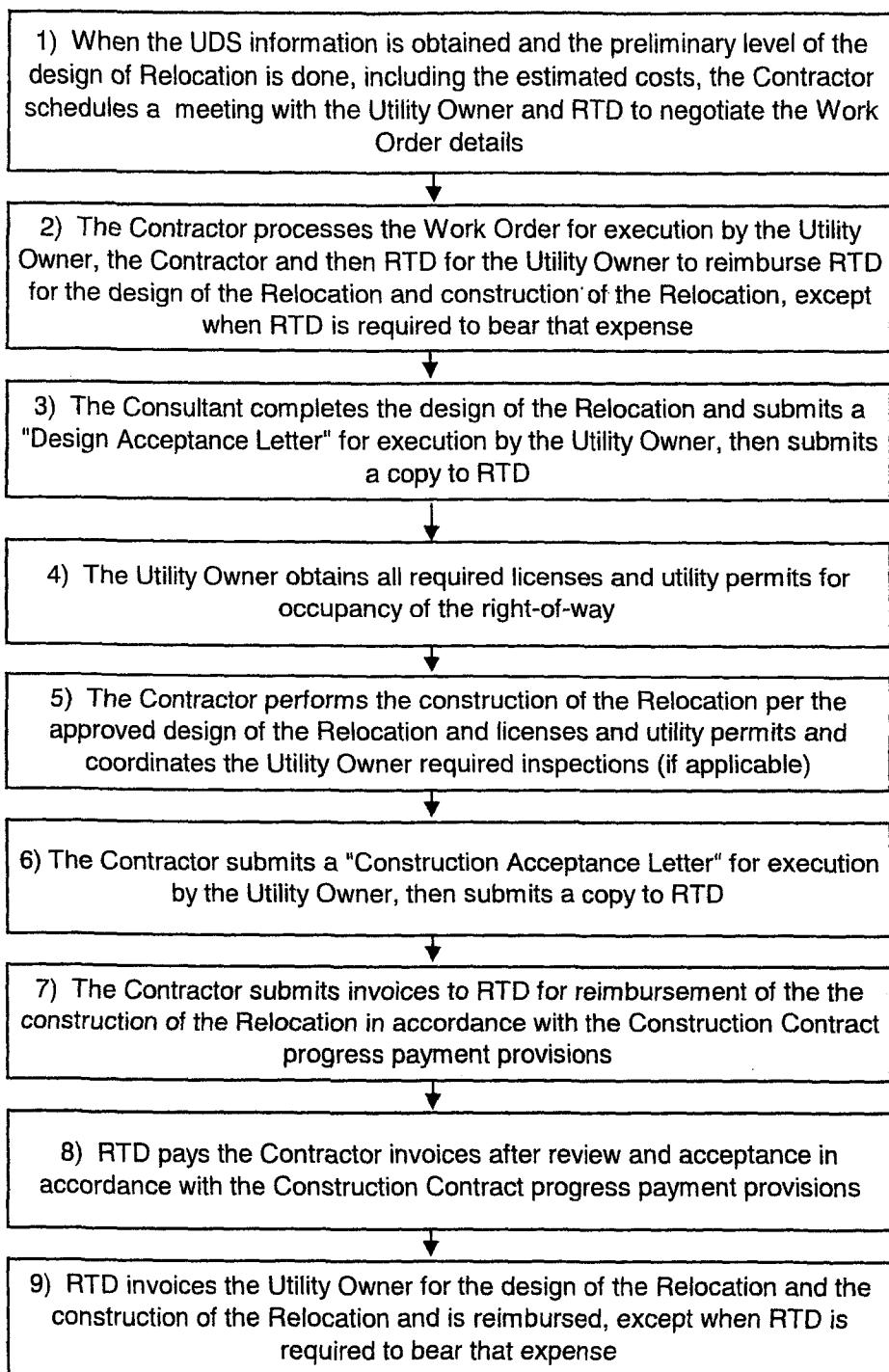


EXHIBIT G

B

THE UTILITY OWNER PERFORMS THE DESIGN OF THE RELOCATION AND THE CONTRACTOR PERFORMS THE CONSTRUCTION OF THE RELOCATION

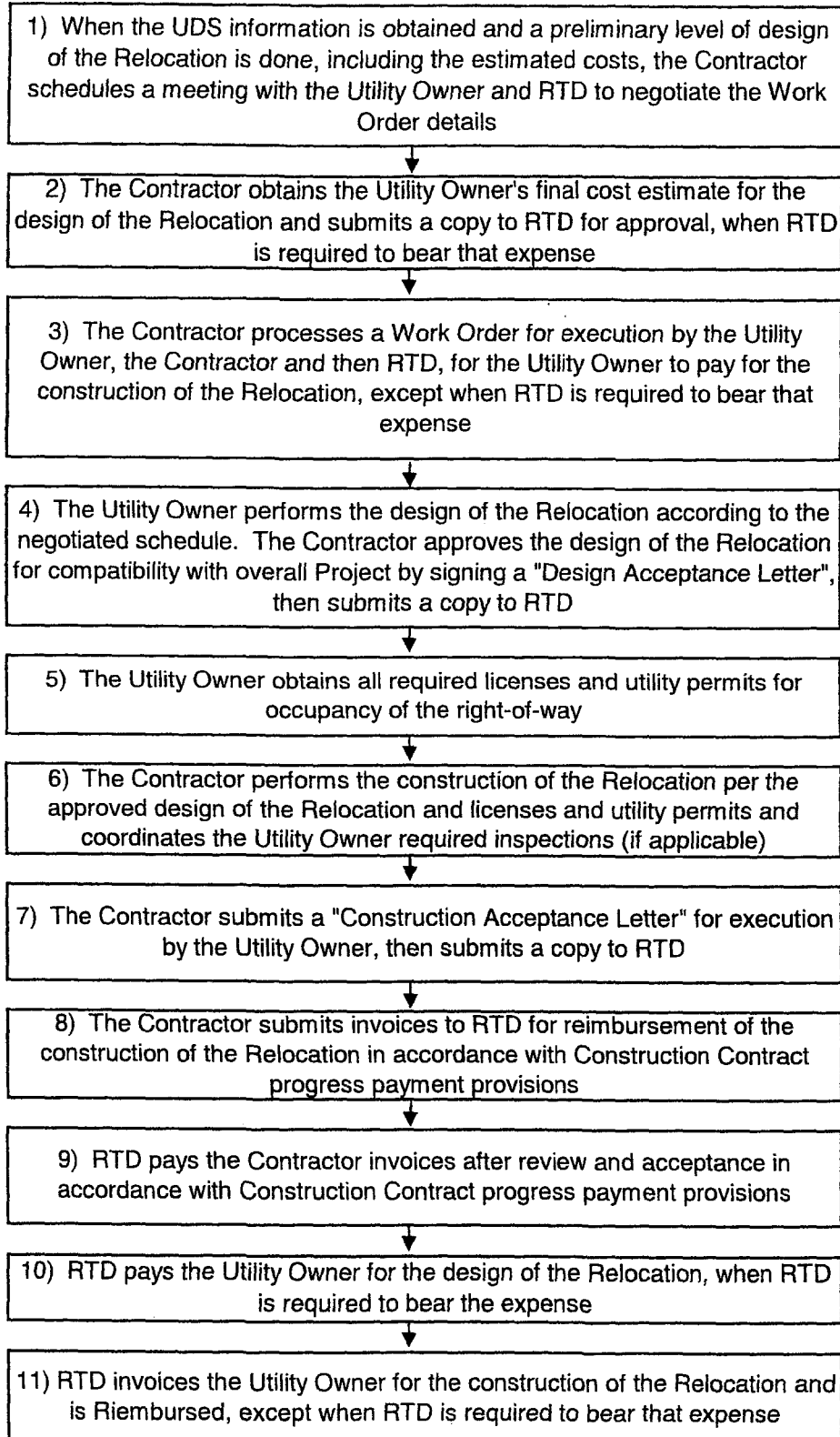


EXHIBIT G

C

THE CONSULTANT PERFORMS THE DESIGN OF THE RELOCATION AND THE UTILITY OWNER PERFORMS THE CONSTRUCTION OF THE RELOCATION

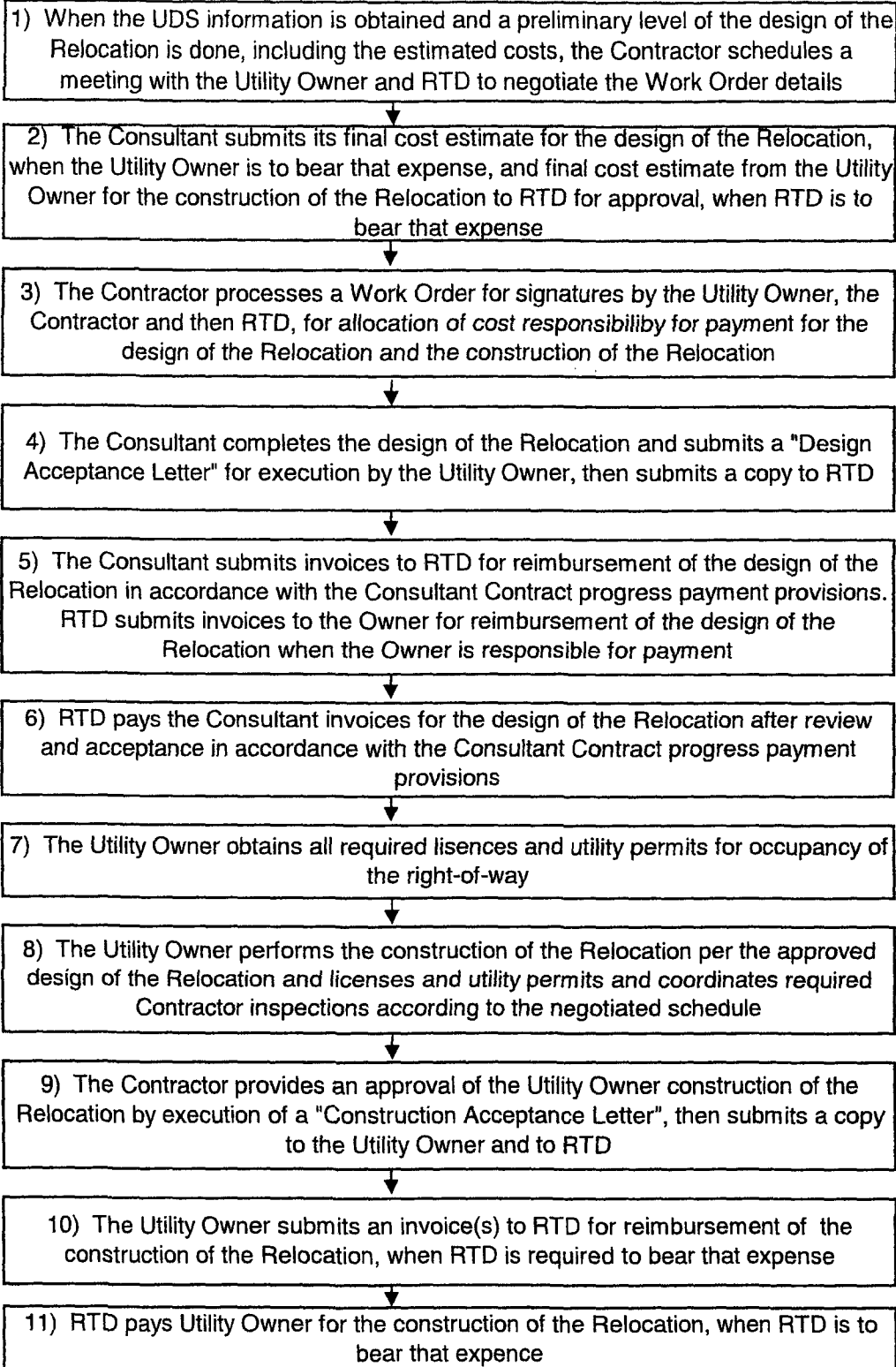


EXHIBIT G

D

**THE UTILITY OWNER PERFORMS THE DESIGN OF THE RELOCATION
AND THE CONSTRUCTION OF THE RELOCATION**

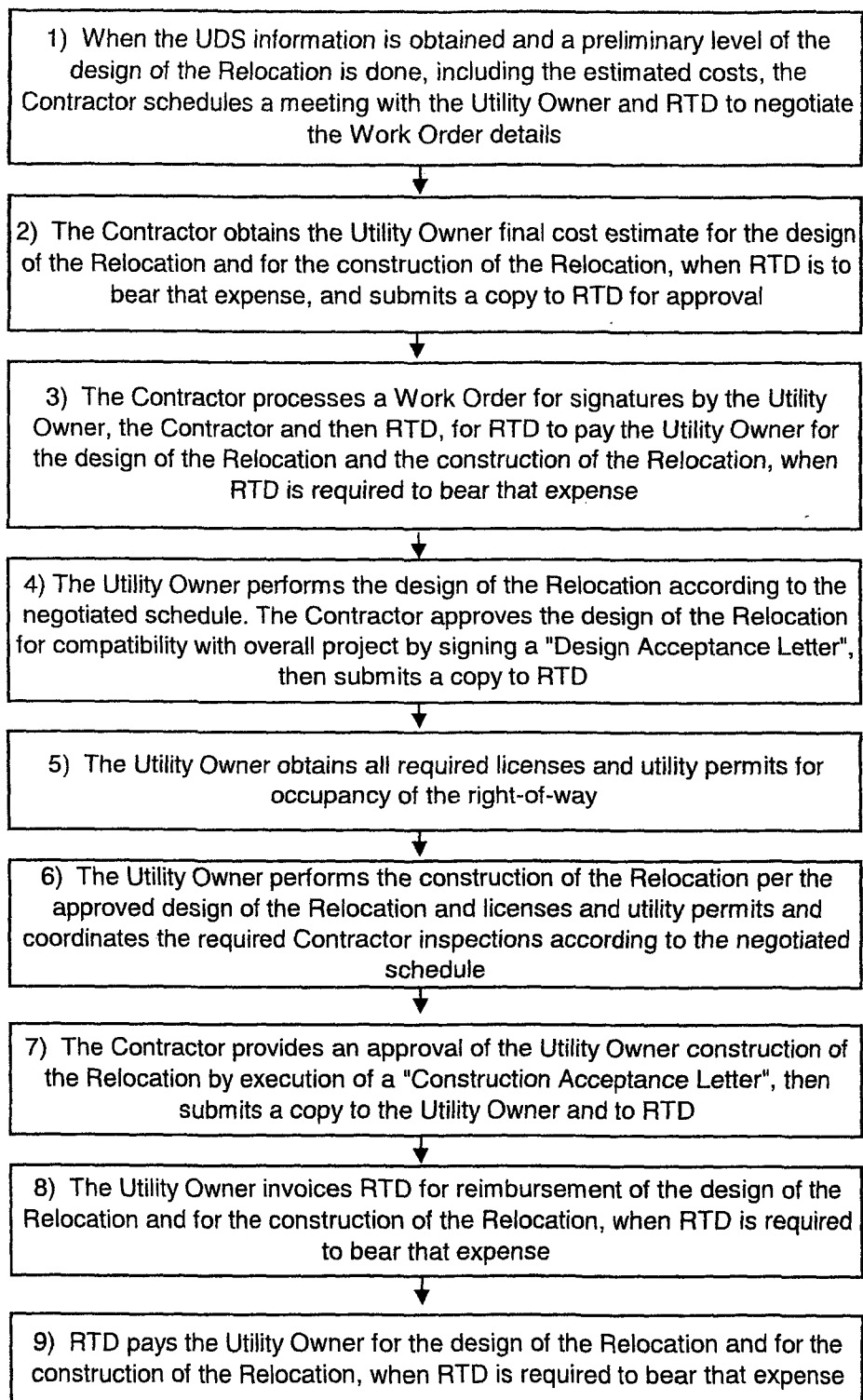


EXHIBIT H

DESIGN OF RELOCATION ACCEPTANCE LETTER

THIS DESIGN OF RELOCATION ACCEPTANCE LETTER ("this Letter") is to be executed by the non-performing party. Execution of this Letter indicates the party's acceptance and approval of the design of Relocation, as attached to this Letter, performed and completed by the other party. The design of Relocation to be accepted and approved by its execution of this Letter is referenced below.

"Utility Owner" Name: _____

Utility Conflict No.: _____

Work Order No.: _____ Date: _____

Work Order Revision No.: _____ Date: _____

Design of Relocation Final Drawings Dated: _____

Performing Party (Contractor)

UTILITY OWNER'S ACCEPTANCE SIGNATURE

The signature below by the Utility Owner representative authorized to accept the design of Relocation under the Work Order, as referenced above, indicates that the design of Relocation completed by the Consultant is accepted and approved by the Utility Owner, and that such design of Relocation was performed satisfactorily in accord with the applicable URA and the Work Order.

Utility Owner Signature: _____

Date: _____

Once the Utility Owner signs this Letter, if the Utility Owner will be performing the construction of the Relocation, then the Contractor will issue a written notice to proceed to the Utility Owner for the construction of Relocation.

IF THIS LETTER IS NOT SIGNED BY THE UTILITY OWNER, the Utility Owner shall state below its basis for not accepting the design of Relocation: _____

Performing Party (Utility Owner)

CONTRACTOR'S ACCEPTANCE SIGNATURE

The signature below by the Contractor representative authorized to accept the design of Relocation under the Work Order, as referenced above, indicates that the design of Relocation completed by the Utility Owner is compatible with the Project.

Contractor Signature: _____

Date: _____

Once the Contractor signs this Letter, if the Utility Owner will be performing the construction of the Relocation, then the Contractor will issue a written notice to proceed to the Utility Owner for that construction of Relocation.

IF THIS LETTER IS NOT SIGNED BY THE CONTRACTOR, the Contractor shall state below its basis for not accepting the design of Relocation: _____

- cc: RTD Utility Representative (w/att.)
- Utility Owner (w/att.)
- Contractor (w/att.)

EXHIBIT I

CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER

THIS CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER ("this Letter") is to be executed by the nonperforming party. Execution of this Letter indicates the parties acceptance and approval of the construction of Relocation performed and completed by the performing party. The construction of Relocation to be accepted and approved by its execution of this Letter is referenced below.

"Utility Owner" Name:

Utility Conflict No.: _____

Work Order No.: _____ Date: _____

Work Order Revision No.: _____ Date: _____

Performing Party (Contractor)

UTILITY OWNER'S ACCEPTANCE SIGNATURE

The signature below by an Utility Owner representative authorized to accept the construction of Relocation under the Work Order, as referenced above, indicates that construction of Relocation completed by the Contractor is accepted and approved by the Utility Owner, and that such construction of Relocation was performed satisfactorily in accord with the URA and the Work Order.

Utility Owner Signature: _____

Date: _____

IF THIS LETTER IS NOT SIGNED BY THE UTILITY OWNER, the Utility Owner shall state below its basis for not accepting the construction of the Relocation: _____

Performing Party (Utility Owner)

CONTRACTOR ACCEPTANCE SIGNATURE

The signature below by the Contractor representative authorized to accept the construction of Relocation under the Work Order, as referenced above, indicates that construction of Relocation completed by the Utility Owner is accepted and approved by the Contractor as being compatible with the Project, and that such construction of Relocation was performed satisfactorily in accord with the URA and the Work Order.

Contractor Signature: _____

Date: _____

IF THIS LETTER IS NOT SIGNED BY the Contractor, the Contractor shall state below its basis for not accepting the construction of Relocation: _____

cc: RTD Utility Representative
Utility Owner
Contractor

Exhibit J

ADDENDUM

to the

UTILITY RELOCATION AGREEMENT

between RTD and THE CITY OF GOLDEN (“Owner”)

Pursuant to Section 36 of the Utility Relocation Agreement (URA) executed by RTD and Owner concerning utility relocations to be performed for the West Corridor Light Rail Transit Project, the Parties have agreed to certain additions or deletions (hereinafter, the “Changes”) in the terms and conditions of that URA. The changes address the particular needs or requirements of the Owner.

IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THIS ADDENDUM AND THE URA PROPER, THE ADDENDUM SHALL PREVAIL TO THE EXTENT OF ANY SUCH CONFLICT OR INCONSISTENCY.

THE CHANGES are as follows:

1. **Section 24. Insurance.** A new subsection (c) shall be added to read:

24. **INSURANCE.** (c) **General Condition.** If RTD will perform any Utility Work under this URA, RTD shall require its contractors and subcontractors performing Utility Work hereunder to maintain, subject to Governmental Immunity limitations: (a) Comprehensive General Liability (Bodily Injury and Property Damage) insurance with limits of liability of not less than two million dollars (\$ 2,000,000) per occurrence and aggregate, including the following coverages (or the equivalent in a policy form reasonably acceptable to Owner): i) Contractual Liability to cover liability assumed under this URA; ii) Personal Injury with the "employee" and "contractual" exclusions deleted, and iii) Product and Completed Operations Liability Insurance, (b) automobile liability insurance covering owned, non-owned and hired automobiles in an amount not less than one million dollars (\$ 1,000,000), and (c) worker's compensation insurance as required by law. While RTD performs the design of Relocation, RTD shall also cause any consultants performing such work to maintain professional liability coverage for design professionals in a form reasonably acceptable to Owner and with limits of liability not less than two million dollars (\$ 2,000,000) per occurrence and aggregate. RTD's contractor shall cause Owner, its governing body, and their respective officers, employees and authorized agents to be named as additional insureds on the above general liability insurance. RTD or its contractor(s) shall cause a certificate (or certificates) evidencing the insurance required hereunder to be delivered to Owner as a condition precedent to commencement of Utility Work by RTD's contractor and by each other party required to provide such insurance, and shall cause such insurance to be maintained in full force and effect until all such Utility Work is completed. Each

certificate shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice to Owner in the manner specified in Section 6. If requested by Owner from time to time, RTD or its contractor(s) shall provide Owner with verification by a properly qualified representative of the insurer that the contractor's insurance complies with this paragraph and shall cause all other parties required to provide insurance pursuant to this paragraph to do the same. All contracts shall be required to have commercial insurance from a provider with a Best's AAA rating.

2. **Section 24. Insurance.** A new subsection (d) shall be added to read:

24. **INSURANCE.** (d) **Coverage by ROCIP.** RTD may obtain a Rolling Owner Controlled Insurance Package (ROCIP) for the construction phase of the Project. The insurance package would provide coverage for RTD, its contractor and all levels of subcontractors for both Workers' Compensation and Comprehensive General Liability, including premises-operations, completed operations, environmental and builders' risk coverages. RTD's contractor and all subcontractors will be required to obtain and provide proof of Business Auto Insurance Coverage as described above. Coverage by ROCIP, if purchased by RTD, shall supersede and nullify the insurance requirements of the preceding subsection 24(c).

3. **Section 25. Indemnification.** Subsection (a) shall be amended to read:

By Owner. To the extent authorized by law, and without waiving any of the rights and protections as against third parties under the Colorado Governmental Immunity Act, Owner shall indemnify, save, and hold harmless RTD, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Owner, or its employees, agents, subcontractors, or assignees, pursuant to the terms of this URA or any Work Order executed pursuant hereto. Owner shall require its Contractor's to indemnify, hold harmless and insure RTD to the extent Contractors indemnify, hold harmless and insure Owner for all work performed on the Project.

4. **Section 25. Indemnification.** A new subsection (c) shall be added to read:

By RTD. To the extent authorized by law, and without waiving any of the rights and protections as against third parties under the Colorado Governmental Immunity Act, RTD shall indemnify, save, and hold harmless Owner, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by RTD, or its employees, agents, subcontractors, or assignees, pursuant to the terms of this URA or any Work Order executed pursuant hereto. RTD shall require its Contractor's to indemnify hold harmless and insure Owner to

the extent Contractors indemnify, hold harmless and insure RTD for all work performed on the Project.

5. **Section 37. Appropriations.** Section 37 is added to provide the following:

37. Appropriations. This URA shall not be construed as an obligation by either RTD or Owner to expend funds in any calendar year beyond the calendar year of the execution of the URA. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X section 20 of the Colorado Constitution by either party. Any obligations to expend funds beyond the calendar year of the year of execution of this URA are contingent upon, and subject to, appropriations by the governing body of the respective parties.