STUDY SESSION AGENDA
TUESDAY
September 22, 2015

STUDY SESSION WILL BEGIN APPROXIMATELY 15 MINUTES AFTER CONCLUSION OF PUBLIC HEARING.

ALL TIMES LISTED ON THIS AGENDA ARE SUBJECT TO CHANGE.

10:00 A.M.  ATTENDEE(S): Todd Leopold
ITEM: Animal Shelter Assessment

11:30 A.M.  ATTENDEE(S): Jeff Maxwell, Jeanne Shreve
ITEM: Gold Line/Northwest Rail IGA Amendment #2

12:30 A.M.  ATTENDEE(S): Heather McDermott
ITEM: Volunteerism Initiative

1:00 P.M.  ATTENDEE(S): Todd Leopold
ITEM: Administration Item Review / Commissioner Communications

1:30 P.M.  ATTENDEE(S): Nancy Duncan
ITEM: 2016 Budget Preliminary Budget Update

2:30 P.M.  ATTENDEE(S): Heidi Miller
ITEM: Executive Session pursuant to C.R.S. 24-6-402(4)(b) and (e) for the purpose of receiving legal advice and negotiations discussions regarding oil and gas applications.

(AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE)

***AGENDA IS SUBJECT TO CHANGE***
## STUDY SESSION AGENDA ITEM

<table>
<thead>
<tr>
<th>DATE:</th>
<th>9/22/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBJECT:</td>
<td>Adams County Animal Shelter Operational Assessment</td>
</tr>
<tr>
<td>FROM:</td>
<td>Todd Leopold</td>
</tr>
<tr>
<td>AGENCY/DEPARTMENT:</td>
<td>County Management</td>
</tr>
<tr>
<td>ATTENDEES:</td>
<td>County Management</td>
</tr>
<tr>
<td>PURPOSE OF ITEM:</td>
<td>The County enlisted the services of Foothills Animal Shelter to come into the Adams County Animal Shelter to do an operational assessment of the services and facility of the Shelter.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION:</td>
<td>Review the recommendations from the Foothills Animal Shelter Assessment team and identify areas of implementation where available.</td>
</tr>
</tbody>
</table>

### BACKGROUND:

In June, 2015, the Board of County Commissioners supported the staff recommendation to conduct an operational assessment of the Adams County Animal Shelter. The Foothills Animal Shelter in Golden, CO, has extensive experience in animal welfare and has undergone a number of transformational changes to their organization over the years. They also work with multiple jurisdictions, such as the county's shelter and we felt that they would be able to provide an objective review of our shelter and identify areas for operational improvements, as well as partnership opportunities with Foothills where appropriate.

### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Management

### ATTACHED DOCUMENTS:

Powerpoint - Assessment Presentation
**FISCAL IMPACT:**
Either mark X ✗ if there is no fiscal impact or provide the following information for the recommended action:

<table>
<thead>
<tr>
<th>Fund(s):</th>
<th>Cost center(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-generated / dedicated revenues:</td>
<td>$0</td>
</tr>
<tr>
<td>Annual operating costs:</td>
<td>$</td>
</tr>
<tr>
<td>Annual net operating (cost) / income:</td>
<td>$</td>
</tr>
<tr>
<td>Capital costs:</td>
<td>$</td>
</tr>
<tr>
<td>Expenditure included in approved operating budget:</td>
<td>$</td>
</tr>
<tr>
<td>Expenditure included in approved capital budget:</td>
<td>$</td>
</tr>
<tr>
<td>New FTEs requested:</td>
<td>0</td>
</tr>
</tbody>
</table>

Financial impact based upon recommendations implemented. TBD

**APPROVAL SIGNATURES:**

Todd Leopold, County Manager

Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager

**APPROVAL OF FISCAL IMPACT:**

[Signature]

Budget / Finance
Evolutionary Trends in Sheltering
FOUNDED JULY 1995
Community Organization

com.mun.ity  [ kə'myooənɪtē ]
NOUN
1. a group of people living in the same place or having a particular characteristic in common

2. a feeling of fellowship with others, as a result of sharing common attitudes, interests, and goals

or.gan.i.za.tion  [ ,ɔrɡəni'zəʃən ]
NOUN
1. an organized body of people with a particular purpose, especially a business, society, association, etc.

2. the action of organizing something
Our Common Purpose

- Giving Shelter
- Easing Pain
- Reuniting Family Members
- Protecting People and Pets
- Preventing Homelessness
- Saving Lives

9/18/2015
The Impact of New Building, Program Expansion, PR Growth in FAS Services

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Saving Rate</td>
<td>74%</td>
<td>75%</td>
<td>92%</td>
<td></td>
</tr>
<tr>
<td>Intake*</td>
<td>9,387</td>
<td>9,554</td>
<td>10,076</td>
<td>5%</td>
</tr>
<tr>
<td>Total Adoptions</td>
<td>3,694</td>
<td>3,880</td>
<td>6,458</td>
<td>66%</td>
</tr>
<tr>
<td>Volunteer Hours</td>
<td>21,288</td>
<td>22,218</td>
<td>33,036</td>
<td>49%</td>
</tr>
</tbody>
</table>

* Includes DOAs.
ACAS & FAS

Similarities

• We serve as our county’s and municipalities’ shelter

• We are “open admissions”

• We work with ACO’s and therefore take in:
  – Abuse and neglect cases
  – Mass impounds
  – Protective custody cases
  – Cats, dogs, chickens, snakes, birds, rats, mice, guinea pigs, turtles, fish, rabbits, geckos, spiders, pigs, peacocks, ducks, goats, sheep ...

• We are our community’s pet evacuation shelter

• We adopt, reunite, spay/neuter, vaccinate, license
# Adams County Animal Services & Foothills Animal Shelter Differences

<table>
<thead>
<tr>
<th></th>
<th>ACAS</th>
<th>FAS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Structure</strong></td>
<td>• County gov’t entity</td>
<td>• Quasi-governmental</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Operates under IGA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Board of directors; reps of the 7 IGA partners</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Has 501c3 supporting/fundraising organization (Friends of)</td>
</tr>
<tr>
<td><strong>Primary Funding Sources</strong></td>
<td>• County general funds</td>
<td>• Earned Income</td>
</tr>
<tr>
<td></td>
<td>• Earned income</td>
<td>• Licensing</td>
</tr>
<tr>
<td></td>
<td>• Municipal (usage) billing</td>
<td>• Assessments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Donations</td>
</tr>
<tr>
<td><strong>Staffing</strong></td>
<td>• Adams County employees</td>
<td>• Shelter employees</td>
</tr>
<tr>
<td></td>
<td>• Support services (IT, HR, Finance, Facilities, Fleet, Legal) provided by County staff/depts.</td>
<td>• Support services provided by Shelter staff and contractors</td>
</tr>
</tbody>
</table>
Adoptions: Dog and Cat

Adams | Foothills
--- | ---
2010: 2474 | 3213
2011: 2226 | 3513
2012: 2281 | 3970
2013: 2163 | 4747
2014: 2318 | 6047

9/18/2015
Returned to Owner Percentage - Dogs

<table>
<thead>
<tr>
<th>Year</th>
<th>Adams County</th>
<th>Foothills Animal Shelter</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>51%</td>
<td>47%</td>
</tr>
<tr>
<td>2011</td>
<td>48%</td>
<td>51%</td>
</tr>
<tr>
<td>2012</td>
<td>51%</td>
<td>57%</td>
</tr>
<tr>
<td>2013</td>
<td>50%</td>
<td>53%</td>
</tr>
<tr>
<td>2014</td>
<td>53%</td>
<td>57%</td>
</tr>
</tbody>
</table>

Adams County: 51\% 51\% 51\% 50\% 53\%
Foothills Animal Shelter: 47\% 51\% 57\% 53\% 57\%
Returned to Owner Percentage - Cats

<table>
<thead>
<tr>
<th>Year</th>
<th>Adams County</th>
<th>Foothills Animal Shelter</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>8%</td>
<td>6%</td>
</tr>
<tr>
<td>2011</td>
<td>9%</td>
<td>6%</td>
</tr>
<tr>
<td>2012</td>
<td>9%</td>
<td>5%</td>
</tr>
<tr>
<td>2013</td>
<td>7%</td>
<td>9%</td>
</tr>
<tr>
<td>2014</td>
<td>5%</td>
<td>13%</td>
</tr>
</tbody>
</table>

- Adams County
- Foothills Animal Shelter

9/18/2015
Animal Care = Kennel Care, Behavior, Transfer, Rescue
Customer Care = Patron Services (in person and phone)
Health Care = Diagnostic, Surgical Services, Medical Care and Support, Foster
Community Relations = Marketing, Fund Raising, Media Relations, Outreach
Volunteer = Recruitment, Selection, Training, Placement, Support, Recognition
Administration = Executive, Finance, Licensing, Facilities
ACASAC and FAS
Volunteer Service Hours by Year

<table>
<thead>
<tr>
<th>Year</th>
<th>ACASAC Hours</th>
<th>FAS Hours</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>6,033</td>
<td>13,230</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>5,642</td>
<td>22,218</td>
<td>16</td>
</tr>
<tr>
<td>2012</td>
<td>7,642</td>
<td>22,893</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>7,690</td>
<td>25,595</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>8,045</td>
<td>33,108</td>
<td></td>
</tr>
</tbody>
</table>
Adams Volunteer Program

Assets

👍 Core group: dedicated and skilled
👍 Solid on-boarding process
👍 Core positions and training in place
👍 Useful volunteer management system

Challenges

⚠️ Small volunteer base, including foster parents
⚠️ Lacking dedicated Foster Coordinator staff position
⚠️ Limited volunteer positions
⚠️ Pro-volunteer culture needs cultivating
⚠️ Physical environment not conducive to attracting, retaining volunteers
Volunteer Program Recommendations

- Increase volunteer base, including foster volunteers
- Assess and develop **new volunteer positions**
- Create **year-round recognition** and appreciation plan
- Develop **leadership opportunities** (i.e.; mentors, trainers, leadership committee)
- Reinstitute **regular communications**
- Develop staff-coordinated **social media page**
- Offer **on-going training/development** (compassion fatigue)
- Use all features of **Volgistics** (volunteer management) system
## 2015 Budget Comparison

<table>
<thead>
<tr>
<th>INCOME</th>
<th>Adams</th>
<th>Foothills</th>
<th>TMAC YE 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earned Income</td>
<td>448,706</td>
<td>1,139,975</td>
<td>595,188</td>
</tr>
<tr>
<td>Govt (FAS = Licensing, TAMC= Assessments)</td>
<td>300,000</td>
<td>798,210</td>
<td>493,987</td>
</tr>
<tr>
<td>Grants &amp; Contributions</td>
<td>40,000</td>
<td>604,500</td>
<td>397,311</td>
</tr>
<tr>
<td>Other</td>
<td>500</td>
<td>10,121</td>
<td>10,121</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>788,706</strong></td>
<td><strong>2,543,185</strong></td>
<td><strong>1,496,607</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSE</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Wages, Benefits, etc.</td>
<td>1,219,209</td>
<td>2,008,500</td>
<td>1,143,090</td>
</tr>
<tr>
<td>Additional Staff Costs</td>
<td>22,650</td>
<td>61,440</td>
<td></td>
</tr>
<tr>
<td>Volunteer Program</td>
<td>0</td>
<td>12,500</td>
<td></td>
</tr>
<tr>
<td>Professional Contract Services</td>
<td>10,000</td>
<td>61,692</td>
<td>103,786</td>
</tr>
<tr>
<td>Regulatory Fees &amp; Professional Memberships</td>
<td>950</td>
<td>3,055</td>
<td></td>
</tr>
<tr>
<td>Property Maintenance &amp; Repairs</td>
<td>122,241</td>
<td>63,496</td>
<td>10,925</td>
</tr>
<tr>
<td>Utilities</td>
<td>85,450</td>
<td>108,134</td>
<td>69,319</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Care</td>
<td>178,500</td>
<td>314,150</td>
<td>98,115</td>
</tr>
<tr>
<td>Shelter Admin &amp; Operations</td>
<td>807,303</td>
<td>131,580</td>
<td>95,594</td>
</tr>
<tr>
<td>Marketing &amp; Communications</td>
<td>9,050</td>
<td>10,350</td>
<td>22,600</td>
</tr>
<tr>
<td>Fundraising</td>
<td>0</td>
<td>100,000</td>
<td>0</td>
</tr>
<tr>
<td>Other (FAS = Licensing)</td>
<td>500</td>
<td>274,285</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>2,455,853</strong></td>
<td><strong>3,164,181</strong></td>
<td><strong>1,543,429</strong></td>
</tr>
</tbody>
</table>

**Revenue Over Expense**

| Adams Contribution/FAS Fund Balance Use | 1,667,147 | 620,996 | 46,822 |

**Use of Fund Balance**

9/18/2015
The Shelter Network
Metro Denver Animal Welfare Alliance

Locations

http://www.mdawalliance.org/mdawa-agencies-that-offer-adoption-services
Spreading the Word
Metro Denver Animal Welfare Alliance
Member Web Sites

ADAMS COUNTY ANIMAL SHELTER/ADOPTION CENTER

AURORA ANIMAL SHELTER

CAT CARE SOCIETY

DENVER ANIMAL SHELTER

DUMB FRIENDS LEAGUE

FOOTHILLS ANIMAL SHELTER

THE GABRIEL FOUNDATION (BIRDS ONLY)

HUMANE SOCIETY OF BOULDER VALLEY

HUMANE SOCIETY OF THE SOUTH PLATTE VALLEY

INTERMOUNTAIN HUMANE SOCIETY
Communications & PR

Recommendations

SHELTER WEBSITE
- user-friendly
- community-friendly
- animal search

PROMOTIONS
- PIO support – Media Relations
- adoption specials and other services

PRESENCE
- high-visibility events in Adams

DONOR MANAGEMENT SYSTEM
- Engage, Cultivate, Ask, Recognize, Appreciate

COMMUNITY RELATIONS MANAGER
- New position

REBRANDING
Name. Look. Feel.
<table>
<thead>
<tr>
<th>Day</th>
<th>Adams</th>
<th>Aurora</th>
<th>Denver</th>
<th>Dumb Friends</th>
<th>Foothills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mon.</td>
<td>12 – 6 (6)</td>
<td>11 – 6 (7)</td>
<td>10:30 – 6:30 (8)</td>
<td>11 – 7 (8)</td>
<td>11 – 7 (8)</td>
</tr>
<tr>
<td>Tues.</td>
<td>12 – 6 (6)</td>
<td>11 – 6 (7)</td>
<td>10:30 – 6:30 (8)</td>
<td>11 – 7 (8)</td>
<td>11 – 7 (8)</td>
</tr>
<tr>
<td>Wed.</td>
<td>CLOSED</td>
<td>11 – 6 (7)</td>
<td>10:30 – 6:30 (8)</td>
<td>11 – 7 (8)</td>
<td>11 – 7 (8)</td>
</tr>
<tr>
<td>Thurs.</td>
<td>12 – 6 (6)</td>
<td>11 – 6 (7)</td>
<td>10:30 – 6:30 (8)</td>
<td>11 – 7 (8)</td>
<td>11 – 7 (8)</td>
</tr>
<tr>
<td>Fri.</td>
<td>12 – 6 (6)</td>
<td>11 – 6 (7)</td>
<td>10:30 – 6:30 (8)</td>
<td>11 – 7 (8)</td>
<td>11 – 7 (8)</td>
</tr>
</tbody>
</table>

| Total  | 37 hrs | 41 hrs | 52 hrs | 54 hrs | 56 hrs |

9/18/2015
Exterior

**Pros**

- Adequate public parking
- Secure staff parking
- Exterior walls materials require limited maintenance
- Limited landscaping to maintain
- Large outdoor dog yards

**Cons**

- Lack of street appeal
- Crematorium in public view
- Dirt parking lot
- Lack of shade in dog yards
- Low fencing between yards
Location
Location
Pros

👍 Distance from residential areas

👍 Room for expansion
Location

Cons

📍 Difficult to Find and Access
📍 Lack of Visibility
📍 Breed Ban
📍 Noise
📍 Safety
Pros:

- Open Lobby
- Office Space
- Wide Hallways/Wheelchair Accessible
- “Bones”: Concrete solid
- Plenty of Rooms for a variety of uses
Cons

- **Air circulation**
  - Standard = 10 – 12 exchanges per hour.

- **Noise**

- **Open ceiling**
  - Surfaces above 7 ft – contributing to bacterial contamination and disease outbreaks

- **Heating & Cooling systems**
  - Uneven temps throughout building.

- **Lighting**
  - Below industry standards.

- **Ambiance**

- **Kennel Floors**
  - Uneven, difficult to remove standing water.

- **Physical Environment**
  - Physical environment not conducive to attracting, retaining volunteers.
Lack of Health Care Space
- Single room serves as both surgery and healthcare.
- PACFA: “At any facility where surgical procedures occur, there must be a room whose purpose is exclusively for surgery.”

Animal Housing Design
- Dog kennels face each other: increased barking and stress
- Cats close to dogs: exposing cats to constant barking and increasing stress
- Outdated cat kennel design: allows cats to make contact with each other increasing stress and potential spread of disease
- Lack of adequate space for small mammals, birds, reptiles etc.
- Parvo kennels located in euthanasia room.
- Court-hold kennels have no access to outdoor space.
- Lack of roof in intake area provides opportunity for escapee cats.
ACO Input:

- Communication
- Intake and Processing Improvements
- Disease Prevention & Outbreak Protocols
- Notice of Changes in Policies, Services, Closures
- ACO Meetings
- Connect to ACAS Database/Records (Chameleon)
- Training
ACO Input: A New Shelter

• “We are behind the times.”
• Need a shelter designed to be a shelter not a dog pound: serving animals, ACO’s and the public
• Location. Location. Location.
• Provide low cost spay/neuter services.
• Open 7 days. Accommodate working people.
Licensing

IF IT WERE ONLY THIS EASY FOR A LOST PET TO FIND ITS WAY HOME.

LICENSE YOUR PET TODAY, and we’ll know who to return it to should it get lost.

FOOTHILLS ANIMAL SHELTER.org
Currently Requiring Licenses

- Bennet
- Federal Heights
- Adams County (SINCE 19
## Licensing Projections: Adams County

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Adams County Housing Data (Total Housing Units)</th>
<th>OTHER County Housing Data (Weld/Arap Cty) (Total Housing Units)</th>
<th>ESTIMATED DOG POPULATION</th>
<th>GOAL (20% of Est. Dog Pop)</th>
<th>Goal x $20 Flat Fee</th>
<th>JEFFCO LICENSE NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennett</td>
<td>772</td>
<td>126</td>
<td>611</td>
<td>122</td>
<td>$2,443</td>
<td>Estimated Dog Pop: 175,476</td>
</tr>
<tr>
<td>Commerce City</td>
<td>16,000</td>
<td>0</td>
<td>10,880</td>
<td>2,176</td>
<td>$43,520</td>
<td>20% Compliance GOAL: 35,095</td>
</tr>
<tr>
<td>Federal Heights</td>
<td>4,891</td>
<td>0</td>
<td>3,326</td>
<td>665</td>
<td>$13,304</td>
<td>20% GOAL x $20: $701,900</td>
</tr>
<tr>
<td>Northglenn</td>
<td>14,263</td>
<td>11</td>
<td>9,706</td>
<td>1,941</td>
<td>$38,825</td>
<td></td>
</tr>
<tr>
<td>Thornton</td>
<td>44,309</td>
<td>0</td>
<td>30,130</td>
<td>6,026</td>
<td>$120,520</td>
<td></td>
</tr>
<tr>
<td>Unincorporated</td>
<td>31,448</td>
<td>0</td>
<td>21,385</td>
<td>4,277</td>
<td>$85,539</td>
<td></td>
</tr>
<tr>
<td><strong>JURISDICTION TOTALS</strong></td>
<td><strong>111,683</strong></td>
<td><strong>137</strong></td>
<td><strong>76,038</strong></td>
<td><strong>15,208</strong></td>
<td><strong>$304,150</strong></td>
<td></td>
</tr>
</tbody>
</table>

**FORMULAS:**

Est. dog population: Household numbers x .425 (Est. Dog population) x 1.6 (number of dogs per household) = TOTAL

Goal: (Number of licenses need to reach 20% compliance rate). Est. Dog population x 20%

**SOURCES:**

Licensing
Recommendations

- Move to “lifetime” vs renewal tags.
- Track licensing data monthly.
- Implement cohesive licensing program across all entities that contract with ACAS.
  - Establish compliance goals for each entity based on est. dog pop.
  - Consider contracting for administration (PetData).
  - Update municipal and county ordinances to reflect licensing expectations.
Adams Animal County Shelter

CURRENT STRUCTURE
Authorized 22.5FTE Regular + 3 Temp

- Executive Director (1)
  - Veterinarian (1)
  - Kennel Operations Manager (1)
  - Animal Care Technicians (10 regular)
  - Animal Care Technicians (2 Temp)
  - Behavior & Health Coordinator (1)
  - Certified Vet Technicians (2.5)
  - Front Office Supervisor (1)
  - Lead Admin Clerk (1)
  - Admin Clerks (3 Regular)
  - Admin Clerks (2 Temp)
  - Volunteer Program Manager (1)

Single Threaded Vertical Management Structure
PROPOSED STRUCTURE (as gov’t entity)
Proposed 29 FTE + 2 Seasonal/Temp

Executive Director (1)

Operations Manager (1)

Administrative Services Mgr (1)

Operations Manager (1)

Chief Veterinarian (1)

Certified Vet Techs (3)

Behavior Coordinator (1)

Animal Care Lead (1)

Customer Care Lead (1)

Receptionist (2)

Community Relations Manager (1)

Volunteer Program Coordinator (1)

Foster Care Coordinator (1)

Animal Care Technicians (7)

Customer Care Specialists (6)

Animal Care Seasonal/Temp (2)

Animal Care Lead (1)

Customer Care Lead (1)
## Toward Consolidation

### Benefits

- Regional Approach
- Shared Overhead and Purchasing
- Regional Licensing
- Westminster & Arvada
- Replicated Floor Plan
- Broader Community Impact
- Complimentary Programs & Services

### Challenges

- Organizational Structure (Govt vs IGA)
- Board Composition (14 gov’t entities)
- Financial Support
- Multiple Entities/Agencies Served (ACOs)
- Cultural Shift
Consolidation?

Recommendations

- **Toward Becoming a Community Organization**
  - Staffing
    - Customer Service, Community Relations, Administrative Svc, Telephone Counselors/Receptionists, Foster Coordinator
  - Program Development: Foster, Adoption partners
  - Community Relations (and social marketing)
  - ACO engagement, communications, data share

- **Facility: Location & Environment**

- **Implement & Enhance County-wide Licensing Program**

- **Formulate Multi-Jurisdictional/Regional Strategic Advisory Committee**

- **Consider Quasi-Gov’t (IGA) Structure**
**Mission:** The Adams County Animal Shelter/Adoption Center is committed to **advocating and promoting the cause of animal welfare** within our community. We provide compassionate, humane care and **shelter** to each and every animal in our trust. We **strive** to **find responsible and loving homes** for all of our adoptable pets.

**Vision:** The Adams County Animal Shelter/Adoption Center is dedicated to being a **leader in the animal welfare community** through continuing education, training, and partnerships. We seek to **educate and engage our patrons** in the practices of responsible pet ownership. Through enforcement of state statutes and county ordinances, we **serve and protect** the pets and the people of Adams County.
DATE: September 22, 2015

SUBJECT: Gold Line/Northwest Rail IGA Amendment #2

FROM: Jeanne M. Shreve

AGENCY/DEPARTMENT: County Manager’s Office

ATTENDEES: Jeanne M. Shreve, Jeff Maxwell, Russ Nelson, John Wolken, Brad Boswell, Doug Edelstein, Justin Blair

PURPOSE OF ITEM: Review IGA amendment

STAFF RECOMMENDATION: The Board consider scheduling for approval.

BACKGROUND:

The Board approved the original IGA with RTD for the Gold Line and Electrified Northwest Rail on May 11, 2011. The primary sections of the IGA included:

1. Local Agency Contributions (LAC)
2. Specific Design Criteria (the ‘deal points’)
3. Design Review
4. Streamlined Permitting Process (Non-land use)
5. Final Inspections and Acceptance
6. Amendments/Additional Maintenance Agreements

The second amendment to the IGA updates:

1. Specific exhibits (i.e., related to easements, plans for ‘deal points’, etc)
2. Local Agency Contribution
3. Specific Design Criteria (‘deal points’)

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Transportation, Building Division and Finance

ATTACHED DOCUMENTS:

1. IGA amendment #2

H:\RTD\Igas\EAGLE P3 Amend 2014\Study Session Agenda Item Form For RTD IGA Amendment #2.Doc

Page 1 of 2
**FISCAL IMPACT:**
Either mark X ☐ if there is no fiscal impact or provide the following information for the recommended action:

<table>
<thead>
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<th>Fund(s):</th>
<th>25</th>
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<td>Cost center(s):</td>
<td>9295 Sub 9295 1301</td>
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<tr>
<td>Self-generated / dedicated revenues:</td>
<td>$</td>
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<td>Annual operating costs:</td>
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<td>Annual net operating (cost) / income:</td>
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<tr>
<td>Capital costs:</td>
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<tr>
<td>Expenditure included in approved operating budget:</td>
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<tr>
<td>Expenditure included in approved capital budget:</td>
<td>$1,898,278</td>
</tr>
<tr>
<td>New FTEs requested:</td>
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</table>

The $461,000 will require spending authority.

**APPROVAL SIGNATURES:**

Todd Leopold, County Manager

Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager

**APPROVAL OF FISCAL IMPACT:**

[Signature]

Budget / Finance
THIS AMENDMENT NUMBER TWO TO THE GOLD LINE CORRIDOR/NORTHWEST ELECTRIFIED SEGMENT LOCAL AGENCY CONTRIBUTION INTERGOVERNMENTAL AGREEMENT (this Amendment) is dated as of August 28, 2015 and made:

BETWEEN:

(1) REGIONAL TRANSPORTATION DISTRICT, a public body politic and corporate and political subdivision of the State of Colorado, organized and existing under the terms of the Regional Transportation District Act, Section 32-9-101 et seq., Colorado Revised Statutes, as amended (RTD); and

(2) Adams County, a county of the State of Colorado, organized pursuant to Article XIV, Section 18(2)(a) and Article XX of the Colorado Constitution and Section 29-1-201 et seq., Colorado Revised Statutes, as amended (Adams County or County).

RTD and Adams County are hereinafter sometimes referred to individually as a Party and collectively as the Parties.

WHEREAS:

A. RTD and Adams County are party to the Gold Line Corridor and Northwest Electrified Segment Local Agency Contribution Intergovernmental Agreement (“Agreement” or “IGA”) dated June 2, 2011.

B. The Parties now wish to amend the IGA to reflect the continued work and advancement in refining the below elements of Sections 1, 5, 6, 7 and 8 (Exhibits), Local Agency Contributions (LAC), Transit System Elements, Specific Design Requirements and Betterments (respectively):

   a. 1.3: Reference Exhibits

   b. 1.4: Attached Exhibits

   c. 5.1: County Property Interests

   d. 5.4: Credit for Pecos Grade Separation Project

   e. 5.6(b): Denver Regional Council of Governments (“DRCOG”) Funds Designated for FasTracks

   f. 6.1: Transit System Elements

   g. 7.8(b): Future Clay Community Trail

   h. 7.8(f): Lowell Boulevard

   i. 7.8(h): 64th Avenue Grade Separation

   j. 7.12: Clear Creek • Federal Station (West 60th Avenue Improvements per 7.3 Traffic Mitigation)

   k. 7.14(a): Utah Junction – Clay Street Outfall System
I. 7.14(d): Little Dry Creek Culverts at NWES

NOW, THEREFORE, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Amendment undertake and agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

Terms used but not defined herein shall have the respective meanings ascribed to such terms in the IGA, as amended hereby.

2. **AMENDMENTS**

With effect on and after the date hereof, the IGA shall be amended as follows:

(a) Section 1.4 *(Attached Exhibits)* is amended as follows:

   I. **Exhibit D-1 and D-2**: incorporated as Attachment 1 are hereby replaced in this IGA amendment.

   II. **Exhibit G**: Update to Local Agency Contribution, attached and completely replaces original Exhibit G herein as Attachment 2.

   III. **Exhibit J-1**: Clay Street Outfall – General Plan and Elevation and Clay Community Trail Plan sheet and Profile sheet, attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

   IV. **Exhibit J-2**: Gold Line Bridge – Typical Section attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

   V. **Exhibit J-3**: Adams County Letter of Commitment to RTD for the Clay Community Outfall – RTD Gold Line Crossing, dated July 1, 2014 attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

   VI. **Exhibit J-4**: Clay Street Community Trail and Outfall System Access Easement No. 1 and Access Easement No. 2, attached and incorporated herein as Attachment 3, are hereby added to the list of Attached Exhibits.

   VII. **Exhibit K**: Lowell Boulevard Crossing, attached and incorporated herein as Attachment 4, is hereby added to the list of Attached Exhibits.

   VIII. **Exhibit L-1 and L-2**: West 60th Avenue Improvements and Federal Requirements, attached and incorporated herein as Attachment 5, is hereby added to the list of Attached Exhibits.

   IX. **Exhibit M**: Clear Creek • Federal Station Changes, attached and incorporated herein as Attachment 6, is hereby added to the list of Attached Exhibits.

   X. **Exhibit N**: Clear Creek • Federal Station Utility Matrix, attached and incorporated herein as Attachment 7, is hereby added to the list of Attached Exhibits.
XI. **Exhibit O-1 and O-2:** County and Denver Transit Partners (DTP) Temporary Construction Easements, attached and incorporated herein as Attachment 8, are hereby added to the list of Attached Exhibits.

XII. **Exhibit P:** ADCO/RTD/BNSF Culverts Ballast Wall, attached and incorporated herein as Attachment 9, is hereby added to the list of Attached Exhibits.

XIII. **Exhibit Q:** Lowell Boulevard Permanent Easement, attached and incorporated herein as Attachment 10, is hereby added to the list of Attached Exhibits.

XIV. **Exhibit Q-1:** Lowell Crossing Parcel attached and incorporated herein as Attachment 10, is hereby added to the list of Attached Exhibits.

XV. **Exhibit R:** Right of Entry (ROE) Permit-Contractor attached and incorporated herein as Attachment 11, is hereby added to the list of Attached Exhibits.

(b) **Section 5.1** is hereby amended as follows:

I. **Subparagraph a** (GL 7. Parcel ID-182508400001. West 60th Avenue street improvements), is hereby deleted in its entirety and replaced with the word “Reserved”. RTD agrees to provide a permanent easement for the right-of-way for the 60th Avenue Project prior to County advertising construction for the project. When permitted by FTA, RTD will convey this right-of-way to the County. Additionally, RTD shall convey the property rights for the channel parcel north of 60th Avenue.

II. **Subparagraph b** (GL 7B. Parcel ID- 182508100038. Clear Creek • Federal Station storm sewer outfall) is hereby amended to read:

   (A) Federal P&R Outfall: RTD will design and construct a drainage system from RTD’s onsite water quality pond to include a junction structure in the future 60th Avenue right-of-way. The County will maintain the portion of the outfall from the junction structure in the West 60th Avenue right-of-way, located near the southern right-of-way line to the outfall in Clear Creek. The County will receive 50% LAC for the design and construction of the outfall. The County will design and construct the access to the curb return to the Clear Creek • Federal Station consistent with the County’s W. 60th Avenue project.

(c) **Section 5.4** is hereby eliminated and replaced with Exhibit G.

(d) **Section 5.6(b)** is hereby eliminated and replaced with Exhibit G.

(e) **6.1 Transit System Elements** is hereby revised to read in its entirety:

   Certain Project elements included in a Submittal are transit elements that are crucial to Commuter Rail Transit (“CRT”) system operation, compliance with NEPA documentation, or and/or compliance with FTA or FRA requirements (collectively, “Transit System Elements”). County permitting requirements shall not apply to Transit System Elements constructed within the CRT track-way clearance envelope boundaries as depicted in Exhibit I in the first executed IGA between RTD and the
County or to certain Transit System Elements that are constructed outside the boundaries of the CRT track-way clearance envelope on RTD Project property with the exception of elements subject to the provisions of the County’s water quality regulations or floodplain regulations. Transit System Elements include, without limitation, trackage, prefabricated traction power substations, prefabricated signal houses, prefabricated communications houses, noise and ballast walls, and station platforms and associated vertical circulation. It is specifically agreed the elevators at the stations would be subject to county inspection. Plans provided by RTD or the Concessionaire for Transit System Elements are for information purposes only, and are not subject to the County’s review fees or processes; however, plans provided by RTD or the Concessionaire for roadway and drainage improvements, and erosion control are subject to the County’s review and permitting processes.

(f) Section 7.8(b) *(Future Clay Community Trail)* is deleted and replaced with the following:

**Section 7.8(b) Gold Line Bridge, Clay Community Trail and Clay Street Outfall:**

I. **Responsibilities.** RTD shall implement the Gold Line Bridge for the CRT in accordance with Exhibit J-2 and PUC Decision No. C13-1339 (Proceeding Number 13A-0956R) and build certain elements of the Clay Community Outfall/Trail (CC Betterment Project) per the Letter of Commitment for the Betterment package for the Clay Community Outfall Project – RTD Gold Line Crossing, dated July 1, 2014 and herein incorporated as Exhibit J-3, hereinafter referred to as the “Clay Betterment Project”. At such a time in the future as the County decides to build the remaining improvements for the Clay Community Trail or Clay Street Outfall System under the Gold Line Bridge, the County shall construct the improvements materially in accordance with Exhibit J-1 and PUC Decision No. C13-1339 (Proceeding Number 13A-0956R). RTD shall construct overpass fencing protection on the Gold Line Bridge that meets the standards and requirements included in the Concession Agreement. The Parties shall coordinate the construction of the Gold Line Bridge with the future Clay Community Trail and Clay Street Outfall System. RTD shall, at no cost to the County, maintain the Gold Line Bridge, including overpass fencing protection, as required by and in accordance with applicable laws. The County shall, at no cost to RTD, maintain the Clay Street Outfall System and the Clay Community Trail, including, without limitation, the walls, trails, liners and all other items constructed by the County.

II. **Approvals and Permissions.** Except as otherwise provided herein, RTD shall obtain the permissions necessary to implement the Gold Line Bridge and the Clay Betterment Project. The County shall obtain the permissions necessary to implement the Clay Community Trail and the Clay Street Outfall System. The County shall coordinate with CDOT to ensure that CDOT will not be adversely impacted by implementation of the Clay Community Trail and Clay Street Outfall System and, if necessary, obtain any necessary crossing permission. By opening day of the Gold Line corridor, RTD shall grant to the County a non-exclusive access easement, consistent with and subject to those prior rights granted to RTD, as shown in Exhibit J-4, parcel PE-5A (Rec. No. 2012000037580); and a non-exclusive permanent easement as shown in Exhibit J-4, parcel GL-5A REV2, for the Clay Street Community Trail and Outfall System improvements. Easement across GL-5A REV2 will provide permission to
implement the Clay Community Trail and the Clay Street Outfall System on, across, under, and along the RTD property.

III. **Cost Responsibility for the Gold Line Bridge.** Of the cost to RTD to implement the Gold Line Bridge, $599,000, RTD shall be responsible for $138,000. The County shall pay to RTD $461,000 as approved in the County’s 2014 budget. The total County contribution includes the original $75,000 agreed to in 7.8(b) of the IGA. In addition, the County shall pay RTD the cost of the Clay Betterment Project within 30 days after receipt of an invoice from RTD for said capital costs. The cost for environmental remediation within the Clay Betterment Project, which costs are in addition to the Clay Betterment Project, shall be paid within 30 days of RTD’s invoicing of that cost, following completion of the remediation work.

(g) **Section 7.8(f). Lowell Boulevard:**

I. Section 7.8(f) (*Lowell Boulevard*) is hereby deleted and replaced with the following:

II. **Existing Crossing Responsibilities.** RTD will, at no cost to the County, construct the Lowell Boulevard crossing of the CRT right of way in accordance with Public Utilities Commission (PUC) Decision C14-0334 in Proceeding 14A-0124R. In addition, RTD will include long railroad ties on the CRT tracks to support additional crossing panels to match the width of the future Lowell Boulevard cross-section, as shown in Exhibit K.

III. **Future Crossing Responsibilities.** The County has designed the Lowell Boulevard Widening Project (“Lowell Widening”) and shall construct the Lowell Widening in accordance with Exhibit K and PUC Decision C15-0195R.

IV. **Property.** RTD shall grant a permanent easement for Lowell Boulevard improvements outside County’s existing 60 foot right of way width where such improvements encroach onto RTD property in the form shown in Exhibit Q attached.

V. **Maintenance.** The County shall maintain the roadway surface of Lowell Boulevard, including, if applicable, any widened sections and any sidewalk/regional trail installed in accordance with the PUC Order. RTD shall maintain the CRT crossing elements and the pedestrian treatments in accordance with applicable PUC rules and in accordance with the Order.

3. **Section 7.8(h). 64th Avenue Grade Separation**

The 64th Avenue Grade Separation (bridge) is a BNSF requirement of the EAGLE P3 project. The Parties acknowledge the bridge imposes a unique circumstance to the EAGLE P3 project and subsequent burden on the County’s long term infrastructure program. Once the warranty period has ceased per the executed IGA, the County shall assume maintenance responsibilities of the bridge and perform all inspections and preventative maintenance as required under its Bridge Program. The County will inform RTD at such a time in the future when replacement of the bridge is required, within two (2) years ahead of the anticipated construction, the Parties shall coordinate and endeavor to
determine a fair and equitable financial arrangement to reconstruct the bridge to current standards and operational needs at that time.

4. **Section 7.12 Federal Station.** (Clear Creek • Federal Station) is hereby revised to read in its entirety:

*West 60th Avenue Improvements.*

**a. Plans.** The County shall procure the design, right-of-way and construction of the roadway, the necessary roadway drainage facility improvements to the West 60th Avenue corridor, and the traffic mitigations for the Clear Creek • Federal Station area identified in Section 7.3 (*Traffic Mitigations*) in accordance with Exhibit L-1 (collectively, the *West 60th Avenue Improvements*) and within the property identified as “Adams County Conveyance 1- Rev2” on Exhibit D-1 (*AdCo 1-Rev2*). The County shall avoid impacts to the historic structure as shown on Exhibit D-1 and approved by FTA in a Categorical Exclusion. The County acknowledges and agrees that it will construct the Traffic Mitigations and that the County’s implementation of the West 60th Avenue Improvements shall satisfy RTD’s obligation to construct the Traffic Mitigations. The County shall obtain RTD’s approval of any material change from Exhibit L-1 before implementing such changes. RTD will provide comments or a statement of no exceptions to any revised design plans within 30 days of submission.

**b. ADCO Construction and Access.** The County and RTD shall enter into a temporary easement as substantially defined in the easement shown on Exhibit D-2 for the property identified as “Adams County Conveyance 1-Rev2” on Exhibit D-1 to allow the County to construct the West 60th Avenue Improvements prior to the property owned by RTD (Adams County Conveyance 1-Rev2) being conveyed to the County. Both parties shall adhere to the requirements defined in the temporary easement in Exhibit D-2.

**c. Federal Requirements.** In the implementation of the West 60th Avenue Improvements, the County shall procure the construction of the work in accordance with FTA Circular 4220.1F. The County shall provide RTD the opportunity to review solicitations for the construction contracts and shall allow RTD to take part in the evaluation and selection of the prime construction contractor, including evaluation of the RFP by the County and proposals submitted by contractors. This Section 7.12 of the IGA is subject to those terms and conditions identified on Exhibit L-2. The County shall ensure Exhibit L-2 is incorporated into, and appended to, each applicable contract or subcontract entered into for the West 60th Avenue Improvements. The County shall ensure all certifications are obtained from the County’s contractor before notice to proceed is issued. RTD shall be the oversight entity for Contractor compliance with the DBE Program described in the Exhibit. Contractor shall be responsible for all reporting and compliance specified therein.

**d. Retainage and Bonds.** The County shall comply with CRS 24-91-101, *et seq.* and CRS 38-26-101, *et seq.* in the procurement, administration and closeout of applicable construction contracts awarded for the West 60th Avenue Improvements work. The County shall ensure that RTD is an obligee on all public works bonds obtained by the County’s contractors for construction of the West 60th Avenue Improvements. The County shall forward to RTD executed copies of
such bonds and all contracts and subcontracts for construction, materials or otherwise that are entered into with respect to the West 60th Avenue Improvements.

**e. Permits.** The County shall be solely responsible to obtain permits necessary to implement the West 60th Avenue Improvements, including CDOT approvals.

**f. Reporting.** The County shall provide to RTD copies of all executed contracts and subcontracts not later than 30 days from execution thereof. If RTD or FTA should issue findings following an audit of this IGA or any such contracts for compliance with federal requirements, the County agrees to amend this IGA and to use best efforts to amend any such contracts in order to respond to the audit findings. The County shall provide to RTD a quarterly report consisting of a brief narrative about the current status of the project, specifically advising of any change in milestone dates from the previous reporting period, and advising of the status of achievement of the following milestones for its contract(s):

(A) bid release;
(B) construction contract award;
(C) construction completion; and
(D) Contract closeout.
(E) Milestone completion date reports

**g. Environmental Work.** The County shall perform, at no cost to RTD, the management, removal, signing manifests as generator, disposal or remediation (as applicable) of solid and hazardous materials encountered during construction of West 60th Avenue Improvements including but not limited to those on property that is or will be owned or controlled by the County, any property purchased by the County for the West 60th Avenue Improvements; Parcel AdCo 1-Rev2 legally described on Exhibit D-1; and those portions of the property upon which the current West 60th Avenue corridor roadway is currently installed, exclusive of Parcel PE7A, legally described on Exhibit D-1. Environmental Work performed by the County that is over and above the DRCOG funded portion of the project will be credited to the County as LAC.

**h. Utilities and Restoration.** The County shall coordinate with RTD in the design and construction of the West 60th Avenue Improvements and the placement of utilities within West 60th Avenue that are necessary to serve Clear Creek • Federal Station, including the Berkeley Water and Sanitation lines. RTD shall be responsible for installing or relocating utilities required exclusively to serve Clear Creek • Federal Station. The County shall submit plans at the 100% design level to RTD for the purpose of verifying that RTD can access the necessary utilities. RTD will provide concurrence or objection within 14 days of receipt. Disputes will be resolved as provided in Section 16 of the Agreement. The County shall be responsible for all other utilities identified on Exhibit N. RTD shall not be responsible to remove the current West 60th Avenue corridor roadway nor restore the property upon which it is installed.

**i. Access and Schedule.** The County shall ensure that the existing West 60th Avenue, or a reasonable alternative, is open and accessible from Federal
Boulevard or West 60th Avenue at all times during implementation of Clear Creek • Federal Station and the Federal Drainage Facilities. The West 60th Avenue Improvements shall be substantially completed no later than August 31, 2016. Should the West 60th Avenue Improvements not be completed by August 31, 2016 the County will ensure that the existing 60th Avenue will be available for access to the Federal Station on opening day of the Gold Line (anticipated October, 2016). If the County fails to implement the West 60th Avenue Improvements by August 31, 2016, RTD may elect to implement the Traffic Mitigations and draw down funds from the DRCOG funding in an amount sufficient to reimburse RTD for the costs. Installation of intersection control is contingent upon applicable warrants being met. If the applicable warrants are not met at the time of construction, the county will not be responsible for these improvements and RTD will not penalize the County by drawing down the DRCOG funds.

j. West 60th Avenue Improvements Communications. The County shall address communications to RTD with respect to Federal Requirements, Retainage and Bonds, Reporting, and invoicing EAGLE P3 Cost Engineer via Aconex. All other communications shall be addressed in accordance with Section 22 (Notices).

5. Clear Creek • Federal Station.

a. Design and Construction. RTD shall design and construct Clear Creek • Federal Station, the commuter rail station and Park-n-Ride at Federal and West 60th Avenue, in accordance with the FEIS, as revised by the Clear Creek • Federal Station Changes approved by FTA pursuant to a Categorical Exclusion entitled “60th/Federal Roadway Realignment on the Gold Line Federal Station” (approved by FTA 8/8/2013) and in accordance with the requirements of the Concession Agreement, Exhibit M, and any remaining design requirements. The County specifically acknowledges and agrees that RTD will implement Clear Creek • Federal Station, including the water quality pond, as depicted on Exhibit M whether or not the County implements the West 60th Avenue Improvements. RTD shall perform the management, removal, disposal or remediation (as applicable) of solid and hazardous materials encountered on property that will be owned or controlled by RTD, including: property purchased by RTD for Clear Creek • Federal Station; Parcels GL6 and GL6A REV1, and PE8, each as depicted on Exhibit D-1; and Parcels PE7 and PE7A, each as legally described on Exhibit D-1.

b. Water Quality Pond and Clear Creek • Federal Station Outfall System. Upon the County’s approval on supporting plans, reports, and legal description for those portions of the Clear Creek Drainage Facilities (the Federal Drainage Facilities) that will be implemented on Parcels PE7, and PE7A, the County expressly agrees to allow RTD to construct a single water quality pond to connect to a storm outlet within PE7, PE7A, and PE8 (the Clear Creek Federal Station Outfall System) that drains to Clear Creek in lieu of the water quality and detention pond identified in the Federal Station IGA Plans, as allowed by Section 9-01-12 DETENTION in the County’s Development Standards & Regulations. The County will be permitted to utilize the pond for drainage from ADCO Clear Creek floodplain project north of RTD Clear Creek Federal Station. RTD will
Gold Line/Northwest

RTD – AdCo Gold Line Corridor/NWES LAC IGA dated June 2, 2011

Amendment No. 2

Design and construct the Clear Creek Federal Station Outfall System which will include a junction structure (manhole) such that Adams County has access to maintain the system. Adams County will take on maintenance of the Clear Creek Federal Station Outfall System from RTD station from said junction structure (manhole) to Clear Creek. The County will be eligible for 50% local agency contribution (LAC) based on construction costs to install the outfall system from the station water quality pond to Clear Creek.

c. Right-of-Way Transactions.

C1. RTD has acquired Parcels GL6, GL6A REV1, AdCo 1-Rev2, GL9A, GL9C, GL9D, and PE8, each as depicted on Exhibit D-1. RTD has complied with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (the Uniform Act) and its implementing regulations located at 49 C.F.R. Part 24 in acquiring property that is necessary to implement Clear Creek • Federal Station.

C2. RTD shall convey to the County, at no cost, the AdCo 1-Rev2 property shown on Exhibit D-1 in order to implement the West 60th Avenue Improvements and necessary traffic mitigations referenced in Section 7.12(I) Plans.

C3. RTD shall convey to the County, at no cost, the property north of AdCo 1-Rev2 property shown on Exhibit D-1 for County implementation of a water quality facility/pond for the roadway drainage to drain to Clear Creek Federal Station Outfall System to Clear Creek as referenced in Section 7.12(II) Permits. RTD shall also convey PE-8 to county for the outfall maintained by the county.

Conveyance of property north of AdCo 1-Rev2 and PE-8 are subject to terms and conditions to RTD and/or FTA approval.

RTD will provide, at no cost to the County, property that it owns (north of AdCo 1-Rev2 property shown on Exhibit D-1) for right of way required for West 60th Avenue capacity increases created by the Clear Creek • Federal Station and/or additional ingress and egress to Clear Creek • Federal Station.

C4. Both properties shall be conveyed to the County within days of the passage of a resolution or other dedication by the County for use of the property as public right of way.

C5. The County and RTD shall work together in the future to address future roadway widening plans by the County starting near the eastern Clear Creek Federal Station access to the eastern RTD property line. The County has proposed potential widening improvements along the southern edge of West 60th Avenue to facilitate a standard roadway section that does not impact the station water quality pond. This proposal shows additional right-of-way required up to approximately 7.5 feet on eastern property line. The County would be responsible for any modifications to RTD’s infrastructure necessary for the right-of-way change and roadway improvements. RTD agrees to convey to the County, at no cost, the necessary right-of-way to facilitate the roadway widening improvements if the County demonstrates proper funding is in place for improvements prior to conveyance. Property will be conveyed subject to dedication of the same as public right of way.
C6. The County shall acquire all other real property necessary to implement the West 60th Avenue Improvements. The County shall comply with the Uniform Act and its implementing regulations located at 49 C.F.R. Part 24 in acquiring property that is necessary to implement the West 60th Avenue Improvements and shall provide to RTD all documentation necessary for RTD to obtain FTA concurrence on the purchase of the real property. FTA concurrence must be obtained prior to acquiring real property for the West 60th Avenue Improvements.

C7. RTD shall grant to the County, at no cost, a non-exclusive temporary construction easement in the form attached and incorporated herein as Exhibit O-1 (the AdCo TCE) pursuant to which the County shall have authority to enter upon Parcels GL6, GL6A REV1 and AdCo 1-Rev2 for purposes of constructing the West 60th Avenue Improvements. The AdCo TCE shall be subject at all times to the right of the Concessionaire to construct utilities necessary for Clear Creek • Federal Station upon AdCo 1-Rev2 and to have access across Parcels GL6, GL6A REV 1 and AdCo 1-Rev2 from existing West 60th Avenue to the remaining portions of Parcels GL6, GL6A, PE7, PE7A and PE8. The AdCo TCE and the Concessionaire’s access rights shall automatically terminate upon the effectiveness of the grant of Parcel AdCo 1-Rev2 to the County in accordance with the below Section 7.12(c)(v).

C8. The County shall grant to RTD/DTP a non-exclusive temporary construction easement (if necessary) on County property surrounding parcels PE-7, PE-7A, and PE-8 to construct the Clear Creek • Federal Station Outfall system. A non-exclusive temporary construction easement will be in the form attached and incorporated herein as Exhibit O-2 (the DTP TCE) pursuant to which, RTD/DTP shall have authority to enter upon said County property for the purpose of constructing the Clear Creek • Federal Station Outfall system.

C9. Any permanent easements granted for utilities over property dedicated to the County for right of way purposes shall become subordinate to the County’s rights. As necessary, said permanent easements granted by RTD to utility companies shall contain a facsimile subject to necessary modifications for the name or appropriate designation of the grantee of the following provision:

Notwithstanding the above-referenced limitations, the Parties acknowledge that Grantor may be required to dedicate a portion or all of the property encumbered by the easement for use as County right-of-way. To the extent that such dedication occurs, the parties agree that the easement shall be vacated with respect to the portion of the property so dedicated as county right-of-way and District’s easement rights hereunder shall immediately terminate with respect to such property. After dedication, District’s access and use rights with respect to such property shall be solely by virtue of its rights as a utility provider within the county right-of-way, to be administered under the provisions of the county’s utility permit. Upon dedication of the property as county right-of-way, District agrees to be issued a no-fee utility permit by the county. District shall be responsible, at District’s sole cost, to re-locate any of its infrastructure located within the County’s right-of-way upon written notice by the County to commence such re-location.
C10. RTD and the County shall exchange property interests in one another's property in accordance with this Section 7.12(c)(vi).

d. **Cost Responsibility for the West 60th Avenue Improvements**

D1. **Allowable Costs for West 60th Avenue Improvements.** The County shall follow the applicable cost principles circulars, currently in Title 2 of the Code of Federal Regulations, in determining whether project costs are allowable or unallowable. Title 2 C.F.R. part 225, also known as OMB Circular A–87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. Title 2 C.F.R. part 230 also known as OMB Circular A–122 establishes cost principles for nonprofits. The County's costs must specifically relate to the purpose of the DRCOG funding and the latest approved project budget. The County may incur costs of both a direct and indirect nature. Direct costs are costs that can be identified specifically with a particular cost objective and may be charged directly to a grant, contracts, or to other programs. All direct costs, even for project administration activities, must be adequately supported with proper documentation. For example, all labor charges must be supported with Time, Equipment and Materials records. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective. Indirect costs must be supported by an approved cost allocation plan (CAP) and/or indirect cost rate proposal.

D2. In response to the 2008 Resolution Number 20 of the Denver Regional Council of Government (DRCOG) which approved $6.461 million of federal funding from its Transportation Improvement Program (TIP) to the Gold Line base project costs, together the City and County of Denver, RTD, Adams County, the City of Arvada, the City of Wheat Ridge and the Colorado Department of Transportation (collectively, the “Gold Line Partners”) agreed to the Gold Line Partners' proposed base projects and the corresponding allocation of the approved funds.

D3. This Amendment provides for the funding to The County of $2,213,923 of Federal Highway Administration (FHWA) funds which were transferred by the FHWA to the Federal Transportation Administration (FTA) to be administered by DRCOG through RTD Grant CO 95 X017-01 for the County's improvements to West 60th Avenue Improvements. The County and RTD jointly agreed, along with the other Gold Line Partners, to the allocation of $2,213,923 of those DRCOG TIP funds to The County for its performance of certain base improvements as part of the Gold/NWES corridor project, specifically improvements to West 60th Avenue.

D4. The County shall submit invoices justifying costs incurred, and they will be reimbursed at a rate of 100%.

D5. **Local Agency Contribution.** The County shall receive local agency credit towards the Gold Line for the $2,213,923 of DRCOG Second Commitment In Principle (SCIP) funding pursuant to section 5.6(b) of the Agreement.
D6. The Denver Regional Council of Government (DRCOG) approved Federal funding from the SCIP to the North Metro project team, including the City and County of Denver, RTD, Adams County, the City of Commerce City, the City of Northglenn, City of Thornton and the Colorado Department of Transportation (collectively, the “The North Metro Line Partners”), agreed to the North Metro Line Partners’ proposed projects and the corresponding allocation of the approved funds.

D7. The County and RTD jointly agreed, along with the other North Metro Line Partners, with the County’s request to transfer funds intended for the benefit of the North Metro Corridor to the Gold Line Project; specifically the West 60th Avenue Improvements. This Amendment provides for the funding to The County of $984,000 of FHWA funds which were transferred by the FHWA to FTA to be administered by DRCOG through RTD for the County’s improvements to West 60th Avenue Improvements

D8. The County is to assist in the payment of actual eligible costs within the scope of this project equal to 20%. The County shall submit invoices justifying costs incurred, and they will be reimbursed at a rate of 80%. The County must justify $1,230,000 in federally eligible project costs to receive the grant reimbursement of $984,000.

D9. RTD agrees to drawdown the original Gold Line SCIP funds of $2.2 million first, before drawing down the North Metro funds transferred to this project.

e. Invoicing. The County shall pay all costs associated with elements other than design and shall construct the West 60th Avenue Improvements, including costs to acquire real property necessary for the project. The County shall provide invoices with supporting documentation demonstrating the amount of the County’s payments to its construction contractors. Provided the County is not in breach of any obligation under this Section 7.12, all contractor certifications have been received, and no contractor is in violation of federal flow down requirement RTD shall pay, within 30 days of receipt of the invoice, the DRCOG funding to the County on the basis of actual allowable costs invoiced and paid by the County, for federally eligible elements of work in an amount not to exceed the DRCOG funding amount of $2,213,923. The County’s final invoice to RTD shall be for any outstanding retainage amounts due to the County’s contractors in accordance with CRS 24-91-101, et seq.

f. Disallowed Costs. The County agrees that reimbursement of any cost in accordance herewith does not constitute a final FTA decision about the whether or not the FTA will allow that cost and does not constitute a waiver of any violation by the County of the terms of the approved grant Agreement. If FTA determines that the County is not entitled to receive any part of the Federal funds requested, RTD will notify the County stating the reasons and RTD will deduct disallowed amounts from pending invoices or if all have been paid, the County will return any funds due to FTA, within 60 days from receipt of a written demand from RTD.

g. Clear Creek • Federal Station Costs. RTD shall be solely responsible for the costs of implementing the Clear Creek • Federal Station Changes, including costs to acquire real property for Clear Creek • Federal Station.
6. Section 7.14(a) *(Utah Junction – Clay Street Outfall System)* is hereby revised to read in its entirety:

RTD’s obligation to incorporate the Clay Street Outfall System into the Project design shall be deemed satisfied by implementation of the Gold Line Bridge in accordance with Section 7.8(b) of this IGA.

7. 7.14(d): Little Dry Creek Culverts at NWES

1. Adams County is the grantee of an easement from BNSF Railway Company (BNSF) for a drainage culvert accommodating Little Dry Creek. RTD will be utilizing the existing culvert to construct the CRT Transit System Elements adjacent to the BNSF track-way. RTD will relocate the BNSF track-way to the north on the existing culvert and build the CRT Transit Elements to the south with no required improvements to the culvert except modifications to the existing ballast wall located in the center of the culvert as shown on Exhibit P. RTD agrees to become the grantee of a separate easement for the south half of the existing culvert utilized by RTD. RTD and the County will seek BNSF consent to terminate the easement to the County for the southern half of the easement property utilized by the RTD CRT Transit System Elements and defined by the boundary fence between RTD and BNSF track-ways. RTD will seek a separate easement from BNSF for the construction and maintenance of the south half of the existing culvert utilized by RTD.

2. In the event the BNSF will not allow two easement agreements separating the Parties’ respective ownership and maintenance responsibilities, RTD will pay for maintenance obligations associated with the portion within RTD’s Right-of-Way. In satisfying RTD’s maintenance obligations, RTD may perform or contract for performance of maintenance to the extent and under the terms permitted by the BNSF easement. It is the preference of the County that RTD satisfy its maintenance obligations jointly with the County by reimbursing the County for half the costs related to the maintenance of the structural elements of the reinforced concrete box structure. RTD shall also reimburse the County for half the cost of re-establishment of the existing drainage and pedestrian accommodations provided by the existing reinforced concrete box culvert if required for railroad or CRT operations or to maintain structural sufficiency as defined by AREMA standards. RTD shall only be responsible for the maintenance or any other obligations or expenses that maintain current railroad or CRT related operations. Utility relocation costs, required for shared culvert maintenance expenses established herein shall be jointly developed and mutually agreed-upon prior to committing or expending any funds by either Party. RTD and the County shall plan and coordinate all non-emergency, expenditures sufficiently in advance of such commitments to allow the Parties the opportunity to review, concur and budget for their half of such expenses. The Parties shall renegotiate these terms in good faith if the culvert is significantly modified by either Party.

   a. Section 8.4(a) *(Lowell Boulevard Street widening)* is hereby deleted in its entirety.

Section 22 (Notices) is hereby revised as follows:
The introductory paragraph in Section 22 (Notices) is revised to read:

Except as may be specifically required herein, all communications required by this IGA will be made in writing via Aconex to the project liaisons identified below (or their delegates). If Aconex is not available, communications may be provided in writing or via e-mail, U.S. First Class Post to the attentions of:

The County copy notice shall be sent to:

   Jeanne M. Shreve, Transportation Coordinator  
   4430 South Adams County Parkway, 1st Floor, Suite W2000A  
   Brighton, Colorado, 80601  
   Email: jshreve@adcogov.org  
   Phone: (720) 523-6847

The RTD primary notice shall be sent to:

   Greg Straight, Eagle Project Manager  
   1670 Broadway, Suite 2700  
   Denver, Colorado, 80202  
   Email: greg.straight@rtd-denver.com  
   Phone: (303) 299-6906

h. CONFLICT OF TERMS

In the event of any conflict between the terms or provisions of the IGA and this Amendment, the terms of this Amendment shall govern.

i. DOCUMENTS OTHERWISE UNCHANGED

Except as herein provided, the IGA shall remain unchanged and in full force and effect in accordance with its terms, and each reference to the IGA and words of similar import in the IGA, as amended hereby, shall be a reference to the IGA as amended hereby and as the same may be further amended, supplemented and otherwise modified and in effect from time to time.

j. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

k. GOVERNING LAW

This Amendment shall be construed in accordance with, and this Amendment and all matters arising out of or relating in any way whatsoever to this Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

l. EXECUTION IN COUNTERPARTS

This Amendment may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when it shall have
been executed by each Party and when each Party shall have received counterparts hereof, which, when taken together, bear the signatures of the other Party hereto, and thereafter shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Amendment (including by facsimile or e-mail) shall be effective as delivery of a manually executed counterpart of this Amendment.

m. BINDING EFFECT

This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

n. SEVERABILITY

Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

REGIONAL TRANSPORTATION DISTRICT

By: ____________________________
Name: David Genova
Title: Interim General Manager

Approved as to legal form for the Regional Transportation District:

By: ____________________________
Name: Marla Lien
Title: General Counsel
ADAMS COUNTY:

By: ________________________________

Charles (Chaz) Tedesco:
Chairman

LEGAL REVIEW:
Approved as to form

By: ________________________________

County Attorney
ATTACHMENT 1

Exhibit D-1 and D-2 to the IGA

Clear Creek • Federal Station Right of Way and Temporary Roadway Easement

1) D-1:  Clear Creek • Federal Station Right of Way

2) D-2:  Temporary Roadway Easement

[attached]
EXHIBIT “A”
PARCEL NO. ADAMS COUNTY CONVEYANCE 1-Rev 2
Date: November 6, 2014
DESCRIPTION

Parcel No. Adams County Conveyance 1-Rev2 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of lands described at Reception No. 2012000043518, recorded July 6, 2012 and Reception No. 2014000011458 recorded February 25, 2014 in the Adams County Clerk and Recorder’s Office, located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 8 (being a found 3-⅛” aluminum cap in range box stamped “CHARLES H RUSSELL T3S R68W C1/4 S8 1988 PLS 23519 ADAMS COUNTY”), WHENCE the Center East 1/16th Corner of said Section 8 (a found 3-⅛” aluminum cap stamped “J.R. ENG. E1/16 C-C SEC. 8 LS 13258”) bears S89°44′21″E a distance of 1329.35 feet (basis of bearing – assumed);
THENCE S89°44′21″E, coincident with the North line of said West Half of the Southeast Quarter of Section 8, a distance of 714.38 feet;
THENCE S00°15′39″W, a distance of 20.00 feet to the Southerly Right-of-Way line of West 60th Avenue, as described in Book 2170, Page 355, dated August 30, 1977 in said Office;
THENCE S89°44′21″E, coincident with said Southerly Right-of-Way line, a distance of 182.26 feet to the POINT OF BEGINNING;

THENCE continuing S89°44′21″E, coincident with said Southerly Right-of-Way line, a distance of 227.60 feet to the Southerly line of said Reception No. 2014000011458, non-tangent with the following described curve;
THENCE, in part coincident with said Southerly line of Reception No. 2014000011458, along the arc of said non-tangent curve to the left, having a radius of 475.00 feet through a central angle of 24°50′19″, with a chord of S72°20′53″W, a chord distance of 204.31 feet and an arc length of 205.92 feet;
THENCE S59°55′43″W, a distance of 583.66 feet to the Westerly line of said Reception No. 2012000048518;
THENCE N00°00′02″W, coincident with said Westerly line of Reception No. 2012000048518, a distance of 82.04 feet;
THENCE N59°55′43″E, a distance of 545.64 feet to the POINT OF BEGINNING.

Containing 45,724 square feet (1.050 Acres), more or less.

Prepared by:
Kenneth W. Carlson PLS 24042
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240
EXHIBIT "A"

CENTER QUARTER CORNER FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX, MARKED AS SHOWN

CENTER EAST 1/16 CORNER FOUND 3-1/4" ALUMINUM CAP MARKED AS SHOWN

BASIS OF BEARINGS (ASSUMED) S89°44'21"E, 1328.35'
NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER, SECTION 8, T3S, R68W, 6TH P.M.

714.38'

S89°44'21"E 227.60'

S00°15'39"W 20.00'

545.64'

583.66'

Rec. No.
2012000048518
JULY 06, 2012

Rec. No.
2013000035315

Rec. No.
201400011458
FEBRUARY 25, 2014

SE 1/4, SEC 8
T3S, R68W, 6TH P.M.

Rec. No.
2011000085014

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

Subject Parcel contains 45,724 sq ft or 1.050 ac +/-
EXHIBIT “A”  
PERMANENT EASEMENT NO. PE-7  
Date: January 31, 2013  
DESCRIPTION

Parcel No. PE-7 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described at Book 4180 at Page 407 recorded October 29, 1993 in the Adams County Clerk and Recorder’s Office, located in the Northeast Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 8 (a found 3-1/4” aluminum cap in range box stamped “CHARLES H RUSSELL T3S R68W C1/4 S8 1988 PLS 23519 ADAMS COUNTY”), WHENCE the Center East 1/16th Corner of said Section 8 (a found 3-1/4” aluminum cap stamped “J.R. ENG. E1/16 C-C SEC. 8 LS 13258”) bears S89°44'21"E a distance of 1329.35 feet (basis of bearing – assumed);

THENCE N88°15'48"E a distance of 813.31 feet to the southeasterly line of said tract of land, and the POINT OF BEGINNING;

THENCE N41°00'15"W a distance of 146.00 feet;
THENCE N48°59'45"E a distance of 20.00 feet;
THENCE S41°00'15"E a distance of 146.22 feet;
THENCE S49°37'50"W coincident with said southeasterly line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 2,922 square feet, (0.067 Acres), more or less.

[Signature]

Prepared by:  
Kenneth W. Carlson PLS 23942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17th Street #2400  
Denver, CO 80202  
303.820.5240
EXHIBIT “A”
PERMANENT EASEMENT NO. PE-7A
Date: July 16, 2013
DESCRIPTION

Parcel No. PE-7A of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described in the Adams County Tax Deed, in Book 2170 at Page 355 recorded August 30, 1977 in the Adams County Clerk and Recorder’s Office, located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 8 (a found 3-¼” aluminum cap in range box stamped “CHARLES H RUSSELL T3S R68W C1/4 S8 1988 PLS 23519 ADAMS COUNTY”), WHENCE the Center East 1/16th Corner of said Section 8 (a found 3-¼” aluminum cap stamped “J.R. ENG. E1/16 C-C SEC. 8 LS 13258”) bears S89°44'21"E a distance of 1329.35 feet (basis of bearing – assumed); THENCE S89°44'21"E coincident with the northerly line of said Southeast Quarter a distance of 837.69 feet to the POINT OF BEGINNING;

THENCE continuing S89°44'21"E coincident with said northerly line a distance of 26.61 feet;
THENCE S41°00'15"E a distance of 26.61 feet;
THENCE N89°44'21"W coincident with the southerly line of said Tax Deed a distance of 26.61 feet;
THENCE N41°00'15"W a distance of 26.61 feet to the POINT OF BEGINNING.

Containing 532 square feet, (0.012 Acres), more or less.

Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240
EXHIBIT “A”
PERMANENT EASEMENT NO. PE-8
Date: January 31, 2013
DESCRIPTION

Parcel No. PE-8 of the RTD Gold Line Corridor Commuter Rail Project, being a portion
of the tract of land described at Book 5449 at Page 470 recorded August 31, 1998 in the
Adams County Clerk and Recorder’s Office, located in the Northeast Quarter of Section
8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County,
Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 8 (a found 3-¼” aluminum
cap in range box stamped “CHARLES H RUSSELL T3S R68W C1/4 S8 1988 PLS
23519 ADAMS COUNTY”), WHENCE the Center East 1/16th Corner of said Section 8
(a found 3-¼” aluminum cap stamped “J.R. ENG. E1/16 C-C SEC. 8 LS 13258”) bears
S89°44’21”E a distance of 1329.35 feet (basis of bearing – assumed);
THENCE N88°15’48”E a distance of 813.31 feet to the northwesterly line of said tract of
land, and the POINT OF BEGINNING;

THENCE N49°37’50”E coincident with said northwesterly line a distance of 20.00 feet;
THENCE S41°00’15”E a distance of 55.04 feet;
THENCE N89°44’21”W coincident with the southerly line of the Southwest Quarter of
said Northeast Quarter a distance of 26.61 feet;
THENCE N41°00’15”W a distance of 37.72 feet to the POINT OF BEGINNING.

Containing 928 square feet, (0.021 Acres), more or less.

Prepared by:
Kenneth W. Carlson PLS #6942
For and on behalf of Jacobs Engineering Group Inc.
707 1st Street #2400
Denver, CO 80202
303.820.5240
TEMPORARY EASEMENT FOR RIGHT-OF-WAY AREA

(Gold Line Corridor/Federal Boulevard Station
Parcels GL-6 and GL-6A)

THIS TEMPORARY EASEMENT FOR RIGHT-OF-WAY AREA ("Easement"), made this 28th day of April, 2015, is granted by THE REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, ("Grantor" or "RTD") to the COUNTY OF ADAMS, a political subdivision of the State of Colorado ("Grantee" or "County");

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does bargain and sell and convey and transfer and deliver unto the Grantee, and on behalf of the general public, a temporary easement, including the right but not the obligation to enter upon, over, through and across the lands described in Exhibit A, attached hereto and incorporated herein ("Easement Property"), at all times to construct, reconstruct, maintain, service, operate, use, and repair a roadway, traffic control devices, street lights, landscaping, utilities, sidewalks and any necessary appurtenances thereto ("Improvements"), together with the right but not the obligation to remove trees, bushes, undergrowth and other obstructions interfering with the location, operation, use, and maintenance of the Improvements and the Easement Property.

To have and hold such Easement on the Easement Property unto the Grantee, its successors and assigns, and on behalf of the general public until such time as the earlier to occur of (i) Grantee obtains fee title of the Easement Property; (ii) evidence satisfactory to the Adams County Director of Transportation ("Director") is submitted that the use of all or portions of the Easement Property is no longer needed; or (iii) all or portions of the Easement Property is/are dedicated to the County. The parties agree that all or portions of the Easement Property may be released separately from this Easement.

Grantor shall maintain the Improvements to normal County standards while the
Improvements or any portion thereof are subject to this Easement, excluding therefrom the obligation to perform snow removal on the roadway.

Grantor reserves the right to use and occupy the Easement Property and Improvements, including without limitation, the right to construct, reconstruct, maintain, service, operate, use, and repair the Gold Line Corridor and Federal Boulevard Station project, including without limitation installation of utilities on across, over and within the Easement Property, granting of easements and other rights to utilities and granting rights to contractors and others so long as such rights terminate upon the earlier to occur of conveyance of title to, or dedication of, such portions of the Easement Property to the Grantee, to the extent that such activities do not impair the rights granted to Grantee herein.

Grantor is granting this right to use the Easement Property on an AS-IS, WHERE-IS, WITH ALL FAULTS, AND AT THE GRANTEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by RTD. Notwithstanding the forgoing, the Grantor does hereby covenant with the Grantee that it has a good and lawful right to grant this Easement in the Easement Property and that any required consents have been obtained. Any holder of a lien on any portion of the Easement Property and any assignee or successor in interest of such lien holder, shall be subject to the terms and conditions of this Easement. Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Easement Property without the prior written approval of the Director. In the event the terms of this Easement are violated, such violation shall immediately be corrected by the violating party upon receipt of written notice from the other party.

Grantor further understands and agrees that with respect to the Easement Property and Improvements, all laws, ordinances, resolutions, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Improvements and the Easement Property is consistent with the use and enjoyment of any dedicated public right-of-way.
The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned or controlled by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the Improvements, if necessary.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, and Adams County ordinances, resolutions, and regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the standards and regulations of the County of Adams, as the same may be amended from time to time, is hereby expressly incorporated into this Easement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Adams County District Court in the County of Adams, Colorado.

Grantee shall keep the Easement Property free from any liens or encumbrances arising out of any obligations incurred by or on behalf of Grantee.

All obligations of Grantee hereunder are subject to the prior appropriation of monies for such purposes by the Adams County Board of County Commissioners and paid into the Treasury. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

The remainder of the page intentionally left blank.
IN WITNESS WHEREOF, the undersigned have executed this Easement as of the

date first written above.

GRANTOR

REGIONAL TRANSPORTATION DISTRICT

a political subdivision of the State of Colorado

By: Richard F. Clarke
   Assistant General Manager
   Capital Programs Department

By: Lori L. Graham
   Associate General Counsel

Date Signed: 4/13/15

APPROVED AS TO LEGAL FORM:

Date Signed: 4-16-15

STATE OF COLORADO

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 17th day of
April, 2015 by Richard Clarke, as AGM, Capital Programs of
the Regional Transportation District.

Witness my hand and official seal.

My commission expires: 12-7-18

Notary Public

GRANTEE: COUNTY OF ADAMS

Acceptance

ATTEST:

STAN MARTIN, CLERK

The Board of County Commissioners of
the County of Adams, State of Colorado

By: Erica Hannah, Deputy Clerk

Chairman

Approved as to form

County Attorney's Office
EXHIBIT A

EASEMENT PROPERTY LEGAL DESCRIPTIONS

(Gold Line Corridor – Federal Boulevard Station)
EXHIBIT "A"
PARCEL NO. ADAMS COUNTY CONVEYANCE 1-Rev 2
Date: November 6, 2014

DESCRIPTION

Parcel No. Adams County Conveyance 1-Rev2 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of lands described at Reception No. 2012000048518, recorded July 6, 2012 and Reception No. 2014000011458 recorded February 25, 2014 in the Adams County Clerk and Recorder’s Office, located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 8 (being a found 3-¼” aluminum cap in range box stamped "CHARLES H RUSSELL T3S R68W C1/4 S8 1988 PLS 23519 ADAMS COUNTY"), WHENCE the Center East 1/16th Corner of said Section 8 (a found 3-¼” aluminum cap stamped "J.R. ENG. E1/16 C-C SEC. 8 LS 13258") bears S89º44’21"E a distance of 1329.35 feet (basis of bearing – assumed);
THENCE S89º44’21"E, coincident with the North line of said West Half of the Southeast Quarter of Section 8, a distance of 714.38 feet;
THENCE S00º15’39”W, a distance of 20.00 feet to the Southerly Right-of-Way line of West 60th Avenue, as described in Book 2170, Page 355, dated August 30, 1977 in said Office;
THENCE S89º44’21”E, coincident with said Southerly Right-of-Way line, a distance of 182.26 feet to the POINT OF BEGINNING;

THENCE continuing S89º44’21”E, coincident with said Southerly Right-of-Way line, a distance of 227.60 feet to the Southerly line of said Reception No. 2014000011458, non-tangent with the following described curve;
THENCE, in part coincident with said Southerly line of Reception No. 2014000011458, along the arc of said non-tangent curve to the left, having a radius of 475.00 feet through a central angle of 24º50’19”, with a chord of S72º20’53”W, a chord distance of 204.31 feet and an arc length of 205.92 feet;
THENCE S59º55’43”W, a distance of 583.66 feet to the Westerly line of said Reception No. 2012000048518;
THENCE N00º00’02”W, coincident with said Westerly line of Reception No. 2012000048518, a distance of 82.04 feet;
THENCE N59º55’43”E, a distance of 545.64 feet to the POINT OF BEGINNING.

Containing 45,724 square feet (1.050 Acres), more or less.

Prepared by:
Kimberly W. Cannon PE 58342
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street, Suite 2400
Denver, CO 80202
303.820.5240
This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

Subject Parcel contains 45,724 sq ft or 1.050 ac +/−
BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A TEMPORARY EASEMENT FOR RIGHT-OF-WAY
FROM THE REGIONAL TRANSPORTATION DISTRICT (RTD) TO ADAMS COUNTY
FOR CONSTRUCTION OF WEST 60TH AVENUE AT THE CLEAR CREEK FEDERAL
STATION

Resolution 2015-193

WHEREAS, Adams County needs to construction West 60th Avenue from Federal Boulevard eastward across property owned by the Regional Transportation District (RTD) located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6th Principal Meridian; and,

WHEREAS, due to Federal NewStarts funding for the Gold Line Project, RTD cannot dedicate any of its property acquired under the FasTracts project until the project is complete; and,

WHEREAS, RTD is willing to grant a Temporary Easement for Right-of-way Area to Adams County under the terms and conditions of said easement; and,

WHEREAS, the granting of said temporary easement to Adams County will allow the construction of West 60th Avenue within the said easement area as if it was dedicated right-of-way; and,

WHEREAS, the granting of said temporary easement to Adams County will also allow utilities to be constructed within the said easement area as if dedicated right-of-way and be under the general provisions of the County’s utility permitting system through a limited RTD utility easement agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Temporary Construction Easement for Right-of-way Area, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

BE IT FURTHER RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Chairman of the Board of County Commissioners is hereby authorized to execute said Temporary Easement for Right-of-way Area on behalf of Adams County as an acceptance thereto.
Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Tedesco ________ Aye
O’Dorisio ________ Aye
Henry ________ Aye
Hansen ________ Aye
Pawlowski ________ Aye

Commissioners

STATE OF COLORADO  
County of Adams  

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 28th day of April, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:  

By: [Signature]

Deputy
After recording, return to:

Nate Lucero
County Attorney’s Office
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO  80601

EXHIBIT A

EASEMENT PROPERTY LEGAL DESCRIPTIONS

(Gold Line Corridor – Federal Boulevard Station)
EXHIBIT “A”
PARCEL NO. ADAMS COUNTY CONVEYANCE 1-Rev 2
Date: November 6, 2014
DESCRIPTION

Parcel No. Adams County Conveyance 1-Rev2 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of lands described at Reception No. 2012000043518, recorded July 6, 2012 and Reception No. 2014000011458 recorded February 25, 2014 in the Adams County Clerk and Recorder’s Office, located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 8 (being a found 3-1/4” aluminum cap in range box stamped “CHARLES H RUSSELL T3S R68W C1/4 S8 1988 PLS 23519 ADAMS COUNTY”), WHENCE the Center East 1/16th Corner of said Section 8 (a found 3-1/4” aluminum cap stamped “J.R. ENG. E1/16 C-C SEC. 8 LS 13258”) bears S89°44’21”E a distance of 1329.35 feet (basis of bearing – assumed);
THENCE S89°44’21”E, coincident with the North line of said West Half of the Southeast Quarter of Section 8, a distance of 714.38 feet;
THENCE S00°15’39”W, a distance of 20.00 feet to the Southerly Right-of-Way line of West 60th Avenue, as described in Book 2170, Page 355, dated August 30, 1977 in said Office;
THENCE S89°44’21”E, coincident with said Southerly Right-of-Way line, a distance of 182.26 feet to the POINT OF BEGINNING;

THENCE continuing S89°44’21”E, coincident with said Southerly Right-of-Way line, a distance of 227.60 feet to the Southerly line of said Reception No. 2014000011458, non-tangent with the following described curve;
THENCE, in part coincident with said Southerly line of Reception No. 2014000011458, along the arc of said non-tangent curve to the left, having a radius of 475.00 feet through a central angle of 24°50’19”, with a chord of S72°20’53”W, a chord distance of 204.31 feet and an arc length of 205.92 feet;
THENCE S59°55’43”W, a distance of 583.66 feet to the Westerly line of said Reception No. 2012000048518;
THENCE N00°00’02”W, coincident with said Westerly line of Reception No. 2012000048518, a distance of 82.04 feet;
THENCE N59°55’43”E, a distance of 545.64 feet to the POINT OF BEGINNING.

Containing 45,724 square feet (1.050 Acres), more or less.

Prepared by:
Kenneth W. Calhoun, PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street, #2400
Denver, CO 80202
303.820.5240
This exhibit does not represent a monumented survey and is intended only to depict the attached property description.
ATTACHMENT 2

Exhibit G to the IGA

Local Match Reconciliation

[attached]
### Exhibit G
### Local Match Reconciliation

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<td>Pecos Project- Monies expended to connect 62nd Parkway to Pecos mainline (bridge)</td>
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<td><strong>Local Agency Match Met for Northwest Rail Electrified Segment</strong></td>
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Exhibits J-1, J-2, J-3 and J-4 to the IGA

Clay Street Outfall, Gold Line Bridge, Letter of Commitment and Clay Easement

1) Exhibit J-1: Clay Street Outfall – General Plan and Elevation and Clay Community Trail Plan sheet and Profile sheet, attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

2) Exhibit J-2: Gold Line Bridge – Typical Section attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

3) Exhibit J-3: Adams County Letter of Commitment to RTD for the Clay Community Outfall – RTD Gold Line Crossing, dated July 1, 2014 attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

4) Exhibit J-4: Clay Street Community Trail and Outfall System Access Easement No. 1 and Access Easement No. 2, attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

[attached]
A. This curb/wall lies between the drainage concrete channel and the pedestrian pathway. Refer to Exhibit B, Sheet 2 for additional details.

B. The concrete channel and pedestrian pathway are part of the Adams County project. It is shown on this exhibit sheet as information only. Refer to Exhibit B, Sheets 2 and 3 for additional details.
July 1, 2014

Mr. Brian Middleton, Eagle Project Director
RTD FasTracks
1670 Broadway, Suite 2700
Denver, CO 80202

Re: Adams County, Colorado Letter of Commitment to RTD for the Clay Community Outfall – RTD Gold Line Crossing

Dear Mr. Middleton,

Pursuant to the terms of the Adams County and Regional Transportation District – Gold Line Corridor / Northwest Electrified Segment – Local Agency Contribution Intergovernmental Agreement, dated June 2, 2011 (IGA), we are hereby submitting this Letter of Commitment for the Betterment package for the Clay Community Outfall Project – RTD Gold Line Crossing.

Please accept this letter and the attached clarifications, indicating the County's commitment to fund this project in 2014.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Eva Henry  
Charles “Chaz” Tedesco  
Erik Hansen

Attachments:
RTD Proposed Change No. 55  
Appendix 1 - Environmental Condition Clean-Up Report  
Appendix 2a - RPC 055 - Pricing Summary  
Appendix 2b - Environmental Only - Pricing Summary
Adams County hereby confirms that DTP has accurately stated the scope of work requested by the County in the RTD Proposed Change (RPC) 055, including any scope items to be fulfilled by the County, with the following clarifications:

1. RTD, or its contractor, shall construct water line improvements depicted on: “Water Relocation Plans – Clay Community Trail – Zuni to 60th Avenue”, (plans transmitted to RTD via Aconex on 6/23/14).


4. The County will provide a revised design for the relocation of approximately 70 linear feet of 6 inch sanitary sewer service line, once reviewed and approved.

5. RTD, or its contractor, shall perform the required groundwater remediation under the remediation permit obtained for the Eagle Project by RTD, or its contractor.

6. RTD, or its contractor, shall perform the required solid waste removals according to the Eagle Project Voluntary Clean Up Plan and provide the necessary certifications indicating that the required landfill cap(s) were established and accepted by the Colorado Department of Health and Environment, Solid Waste Division.

7. RTD, or its contractor, shall perform the required erosion and sediment control per the “Gold Line CDPS Permit”.

8. RTD, or its contractor, shall perform the required wetland mitigations and avoidances per the County’s U.S. Army Corps of Engineers Nationwide Permit (NWP). The County’s permit allows 0.056 ac of permanent wetland disturbance resulting from the Gold Line bridge construction. Temporary wetland disturbance, such as that needed to construct the utility improvements, must be re-established as shown on the Stormwater Management Plan included with the Plans. RTD, or its Contractor shall be responsible to the County for proper administration of the County’s NWP.

The County will reimburse RTD for the cost of the work identified above and in RPC 055, including actual environmental remediation costs (current proposed costs for environmental are estimated only). The County further acknowledges that DTP may revise RPC 055 by June 27, 2014, identifying revisions to the environmental remediation costs. Costs for the construction portion of the work will likely not increase.

The County proposes the terms of payment noted below:

- Payment to RTD for the capital costs described in RPC 055, being $2,667,990, within 30 days after receipt of an invoice from RTD for said capital costs.

- Payment to RTD for the environmental remediation within 30 days after receipt of the final invoice for this work from RTD. The environmental remediation described in RPC 055 is estimated at $1,302,741. An alternate method for treating the groundwater may be required, if additional constituents are encountered. The alternate treatment method would consist of a Coagulation Treatment System and is estimated at $1,898,278. The County acknowledges and understands that the actual costs for the environmental remediation may exceed the proposed costs.
RTD Proposed Change No. 55
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<td>6/2/14</td>
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<tr>
<td>ii</td>
<td>CDRL Identification Number</td>
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<td>iii</td>
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<td>Submitting Organization</td>
<td>Denver Transit Partners</td>
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<td>viii</td>
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<td></td>
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</table>

Signature: [Signature]

Brett Marsolais  
Contract Administrator

Date: 6/2/14

"Having checked this item of Contract Data, I hereby certify that it conforms to the requirements of the Concession Agreement in all respects, except as specifically indicated."
1. Scope – Details of the proposed implementation of Concessionaire Proposed Change, RTD Proposed Change or Relief Notice (CA Sections 36.1(c)(i) and (ii), 36.3(e)(i), and 38.2(c)(i) (each, as applicable))

Summary of the Work:

Design/Build: DTP is to provide all construction and environmental services necessary to relocate Adams County’s utilities for the construction of the Regional Transportation District’s (RTD) Commuter Rail Train (CRT) bridge over the Clay Street Outfall, see Aconex Document GOLD-RTD-CFL-PSL-000014. These utilities include the following:

- 12” Water
- 15” Sanitary Sewer
- Sanitary Sewer Service from the Disner Property
- 54” Storm Drain

These utilities will be installed in accordance with the Clay Community Outfall, RTD Gold Line Crossing plan set and Adams County Gold Line Betterment Request as detailed in Aconex Document GOLD-RTD-CFL-PSL-000014.

DTP will also provide all dewatering, excavation, and structural backfill for the CRT Clay Community Outfall Bridge. After completion of the substructure, DTP will backfill between abutments to just below the bottom of girders.

Operations and Maintenance: There are no impacts/changes to the Operations and Maintenance scope due to this MoR. DTP will not be responsible for the maintenance of any of these utilities.

Scope Assumptions and Conditions:

The scope of work described in Section 1 of this Change Summary and the Price provided in Section 2 and Schedule Impacts described in Section 3 are contingent upon the following Assumptions and Conditions:

- All Environmental Costs are estimates only. Actual costs for material disposal, hazardous material encountered, employee protection, employee training, and water treatment will be compensated at the actual cost through the Eagle Project Environmental Condition process.
- Adams County will pay for any tapping / connection fees for the water and sewer lines.
Adams County will provide revised final designs of the 54” storm drain and 15” sanitary sewer line relocation plans that are consistent with the alignment shown in Exhibit A of Aconex Document GOLD-RTD-CFL-PSL-000014 by no later than June 27, 2014.

DTP is not responsible for the costs of any third party inspection fees including Adams County, Denver Water, Berkley Water and Sanitation, or Department of Public Health and Environment. All charges will be forwarded to Adams County.

Reference Documents:

Aconex Transmittal RTD-TRN-020911 - RTD Proposed Change No. 55 - GL - Clay Community Outfall Betterment Utility Relocation (AdCo)

Aconex Communication AdCO-INFML-000169 - Clay Outfall - Reduced Scope Plans

Aconex Transmittal DTP-OFLTR-000396 – Clay Community Outfall and Trail

2. Pricing Summary – Additional Costs (CA Sections 36.1(c)(iii), 36.3(e)(ii) and 36.3(e)(iii), 38.2(c)(ii) (each, as applicable))

This Change Report includes a fixed price of $2,667,990 for all Incurred Costs for design and construction services during the Design/Build Period and an aggregate fixed price, in 2010 Dollars, of $0 for all costs for operations and maintenance services during the Operating Period, as further detailed in Appendix 2a. These fixed prices include all Incurred Costs associated with this RPC. The fixed price is based upon the Work identified in Section 1 above.

Additionally DTP has provided an estimate of $1,302,741 for all environmental conditions associated with this change. This price is an estimate only, and actual incurred environmental costs will be compiled for final payment in accordance with CA Section 13. This estimate is shown as Appendix 2b.

The design and construction Incurred Costs will be incorporated into the Construction Payments, the WBS Pricing Form, the Schedule of Values, and the Revised Baseline Schedule during the first monthly update following the execution of the applicable MoR and Earned Value will be recorded as appropriate.
Incorporation of Incurred Costs into the Construction Payments and/or Service Payments, as applicable, does not infringe upon the Bond Proceeds raised to generally fund the Eagle Project. DTP has no obligation to fund this change.

DTP confirms that the Incurred Costs defined in Appendix 2 reflect any projected increases or decreases in the cost of operation; maintains the Equity IRR; reflects any required changes to the Designated Credit Agreements; and reflects any change to the risk profile of the Eagle Project.

3. Schedule – Time Impacts (CA Sections 36.1(c)(iii), 36.3(e)(iv), 38.2(c)(iii) (each, as applicable))

DTP can manage schedule impacts caused by this change if NTP is granted by June 27, 2014 and an MoR is executed by June 30, 2014.

4. Permits (CA Sections 36.1(c)(iii), 36.3(e)(v), 38.2(c)(ii) (each, as applicable))

All permits have been or will be obtained by Adams County

5. Impact to Obligations of the Concessionaire (CA Sections 36.1(c)(iii), 36.3(e)(vi), 38.2(c)(iii) (each, as applicable))

The Design/Build Contract will be amended to reflect the change in obligations under the Project Agreements resulting from this Change.

6. Subcontractors ((CA Sections 36.1(c)(iii) and 36.3(e)(vii) (each, as applicable))

DTP will utilize subcontractors during the execution of this change. These include at a minimum Denver Transit Constructors

7. Impacts on the Availability Ratio or Performance Deductions (CA Sections 36.1(c)(iii), 36.3(e)(viii), 38.2(c)(iv) (each, as applicable))

There will be no long-term increase or decrease in the Availability Ratio or Performance Deductions.

8. Further Effects or Benefits (CA Sections 36.1(c)(iii), 36.3(e)(ix), 38.2(c)(ii) (each, as applicable))
9. Impact on DBE/SBE Goals (CA Sections 36.1(c)(iii), 36.3(e)(x) (each, as applicable))

Achievement of the DBE/SBE Goals set forth in the Concession Agreement will not be impacted by this change.
Appendix 1 – CDRL CA-041.093 – Environmental Condition Clean Up Report Clay Outfall
Appendix 2a – Pricing Summary
Appendix 2b – Environmental Pricing Summary
Appendix 3 – Revised Table 3 *Base Annual Service Payments* (per CA Amendment No. 2) *(as applicable for Service Payments)* N/A
Appendix 4 - Schedule Fragnet (cost loaded schedule to be submitted upon agreement of fixed price)
Appendix 1 - Environmental Condition Clean-Up Report
ENVIRONMENTAL CONDITION CLEAN-UP REPORT

For

Clay Street Bridge Contaminated Soil and Water

Rev. 0
Date of Submittal: June 06, 2014

Submitting Organization:
Concessionaire: Denver Transit Partners (DTP)
Subcontractors: Denver Transit Constructors (DTC)

CDRL #CA-041.093
Status: Submitted
Category: In Progress Design

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<th>Date</th>
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<td>06/06/2014</td>
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Signature:  
Tom Warner

Having checked this item of Contract Data, I hereby certify that it conforms to the requirements of the Concession Agreement in all respects, except as specifically indicated.
A. ENVIRONMENTAL CONDITION

This Environmental Condition Notice (CDRL CA-041.093) is regarding contaminated soil and groundwater within the proposed Clay Street Bridge construction area for the Gold Line in Adams County, Colorado.

In accordance with the Voluntary Cleanup Program – Materials Management Plan, Denver Transit Partners (DTP) determined that groundwater sampling was necessary since the area was not permitted under the Colorado Department of Public Health and Environment (CDPHE) General Construction Dewatering Permit.

The analytical results from the groundwater sample collected indicate concentrations above the CDPHE - Water Quality Control Commission – Regulation No. 31 – The Basic Standards and Methodologies for Surface Water and Regulation No. 38 – Classifications and Numeric Standards for Clear Creek, and Regulation No. 41 – The Basic Standards for Ground Water. A summary of the constituents exceeding the CDPHE regulatory requirements is provided in the attached Construction Dewatering Plan – Clay Community Trail.

B. REMEDIATION

Water remediation and off-site disposal of soil is determined to be the most cost effective approach. The estimated costs are based on the proposed soil and water volumes and disposal rates for the duration of the period necessary to relocate Adams County’s utilities for the construction of the Regional Transportation District’s (RTD) Commuter Rail Train (CRT) bridge over the Clay Street Outfall.

On-Site Groundwater Treatment System

Remediation on-site would require a treatment system including chemical precipitation process to reduce the metals concentrations, filter media for specific metal reduction, and activated carbon to remove the elevated organic compounds above the groundwater and surface water standards. The treatment system was estimated at an operating cost of approximately $98,000/month (incl. mobilization and media). The estimated duration of the dewatering period is 4 months. The discharged groundwater must be routinely sampled and documented as required in the Remediation Permit.

DTP is proposing to re-sample the local groundwater due to the missing information in the Clay Community Trail Construction Dewatering Plan and associated CDPHE permit. Additional sampling may eliminate excessive treatment for standards mandated by CDPHE due to lack of information provided in the dewatering permit application. If excessive treatment is not eliminated, additional costs may be incurred for an electric coagulation treatment system for several additional heavy metals. A determination will be made for this treatment system at the time results are received from the preconstruction test wells, alternate pricing including this system are provided below.

Off-Site Disposal of Non Hazardous Contaminated Soil
Over excavation of the impacted soils in the Bridge Excavation, Sanitary Sewer, Storm Drain and Waterline area is the necessary method of complete remediation. The removal would include excavation of the impacted soils and hauling to a qualified landfill disposal site.

**Asbestos in Soils Monitoring**

The Clay Street Bridge project area is within a historic landfill area that could potential contain asbestos-containing material (ACM) due to the presence of demolition debris within the municipal solid waste (MSW). Excavations in the area have discovered the presence of ACM within the MSW. Based on the high potential for encountering ACM, a Certified Asbestos Building Inspector (CABI) will monitor the cuttings/spoils from the bore. The CABI will be present during the generation of spoils with the presence of MSW. DTP will perform the work in accordance with the RTD Asbestos-Contaminated Soil Standard Operating Procedure in lieu of the Adams County documents.

**C. SCHEDULE**

DTP can manage schedule impacts caused by this change if NTP is granted by June 27, 2014 and a MoR is executed by June 30, 2014.

**D. REGULATORY FRAMEWORK**

The associated regulatory requirements for the proposed action are provided below.

- Code of Colorado Regulation: 5 CCR 1002-31
- Code of Colorado Regulation: 5 CCR 1002-38
- Code of Colorado Regulation: 5 CCR 1002-41
- US Environmental Protection Agency 40 CFR Part 61 Subpart M
- Occupation Safety and Health Administration 29 CFR 1926.1101
- Occupation Safety and Health Administration 29 CFR 1910.1001
- Colorado Department of Public Health and Environment – Regulation 8
- Code of Colorado Regulation 6 CCR 1007-2
- RTD Asbestos-Contaminated Soils Management SOP

**E. SUBCONTRACTORS**

DTP will utilize BarkerCorp for the on-site water remediation treatment system. DTP has a unit rate contract with Earth Services and Abatement (ESA), Inc. to load, haul and dispose of Non Hazardous Contaminated Soil. This CDRL CA-041.093 utilizes ESA’s rates for loading, hauling and disposing of Non Hazardous Contaminated Soil. Kleinfelder will prepare the necessary documentation for the Remediation Permit requirements and provide appropriate oversight.

**F. ESTIMATED COSTS**

The summary for estimated cost to mitigate this environmental condition is shown in the attachments. The total estimated cost is:
### Eagle Project
#### Environmental Condition Clean-Up Report

**CDRL CA-041.093**

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*Alternate Pricing with Coagulation Treatment System*

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## CDRL CA-041.093: Clay Street Bridge Contaminated Soil and Water

### Capital Costs

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### DTP - Grand Total

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<td>$6,785</td>
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### Project Contractor

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTS</td>
<td>$1,234,244</td>
<td>$7,061</td>
<td>$1,241,305</td>
</tr>
<tr>
<td>DTS direct (10% Mark-up)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ltr of Credit (5% Mark-up)</td>
<td>$5,529</td>
<td>$276</td>
<td>$5,805</td>
</tr>
<tr>
<td>Subtotal of DTS Directs</td>
<td>$5,529</td>
<td>$276</td>
<td>$5,805</td>
</tr>
<tr>
<td>DTC direct (5% Mark-up)</td>
<td>$135,701</td>
<td>$6,785</td>
<td>$142,486</td>
</tr>
<tr>
<td>DTC Subs (0% Mark-up)</td>
<td>$1,093,014</td>
<td>-</td>
<td>$1,093,014</td>
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### Subcontractor to Project Contractor

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>DTC</td>
<td>$1,165,589</td>
<td>$63,126</td>
<td>$1,228,715</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>DTC conting (10% Mark-up)</td>
<td>$109,447</td>
<td>$10,945</td>
<td>$120,392</td>
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<tr>
<td>DTC Bond (0% Mark-up)</td>
<td>$13,849</td>
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<td>$13,849</td>
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<tr>
<td>Subtotal of DTC Directs</td>
<td>$124,623</td>
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<td>$135,701</td>
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<td>Sub costs (5% Mark-up)</td>
<td>$1,040,966</td>
<td>$52,048</td>
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### Sub-subcontractor

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<th>Description</th>
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<tbody>
<tr>
<td>Subcontractors</td>
<td>$1,040,966</td>
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<td>$1,040,966</td>
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<tr>
<td>Sub's - Lump Sum Price</td>
<td>$1,040,966</td>
<td>$0 override</td>
<td>$1,040,966</td>
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### DTP - Cost Details

<table>
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<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
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<tbody>
<tr>
<td>DTP - Direct Costs</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
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<td>SUBTOTAL &quot;DTP direct (10% Mark-up)&quot;</td>
<td>-</td>
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### DTS - Cost Details

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<tbody>
<tr>
<td>DTS Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of Credit Annual Fees (6% of DTC Total Price) (1.5% x 5yrs)</td>
<td>%</td>
<td>7.5%</td>
<td>$73,722.90</td>
<td>$5,529</td>
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<td></td>
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<tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5% Mark-up</td>
<td>Total</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>SUBTOTAL &quot;DTS direct (5% Mark-up)&quot;</td>
<td>$5,529</td>
<td></td>
<td>$276</td>
<td>$5,805</td>
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</tbody>
</table>
# DTC - Cost Details

<table>
<thead>
<tr>
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<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Warner - Professional Labor</td>
<td>HR</td>
<td>10</td>
<td>$104.40</td>
<td>$1,044</td>
<td>-</td>
<td>$1,044</td>
</tr>
<tr>
<td>Tom Warner - Pickup Truck</td>
<td>HR</td>
<td>10</td>
<td>$26.96</td>
<td>$270</td>
<td>13</td>
<td>$283</td>
</tr>
<tr>
<td>Survey Crew</td>
<td>HR</td>
<td></td>
<td>$340.20</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Light Plants</td>
<td>HR</td>
<td></td>
<td>$14.90</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Oiler / Fuel - Light Plants</td>
<td>HR</td>
<td></td>
<td>$105.36</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,327</td>
<td>10%</td>
<td>$1,460</td>
</tr>
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</table>

**SUBTOTAL "DTC direct (10% Mark-up)"** $1,327 $133 $1,460

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Disposal - (Bridge Excavation)</td>
<td>TN</td>
<td>3,555</td>
<td>$26.95</td>
<td>$95,807</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Asbestos - (Environmental CDRL 41)</td>
<td>TN</td>
<td>4,526</td>
<td>$26.95</td>
<td>$121,976</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Waste Disposal (SS Line)</td>
<td>TN</td>
<td>9,640</td>
<td>$26.95</td>
<td>$259,798</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Asbestos - (Environmental CDRL 41)</td>
<td>TN</td>
<td>1,667</td>
<td>$26.95</td>
<td>$44,926</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Waste Disposal (Storm Drain)</td>
<td>TN</td>
<td>1,938</td>
<td>$11.13</td>
<td>$21,570</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Asbestos - (Environmental CDRL 41)</td>
<td>TN</td>
<td>1,938</td>
<td>$11.13</td>
<td>$21,570</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Treatment (Env CDRL 41) - Month</td>
<td>Days</td>
<td>30</td>
<td>$500.00</td>
<td>$15,000</td>
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<td></td>
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<tr>
<td>Cleanout / Monitoring for Treatment Filter [4 weeks]</td>
<td>Days</td>
<td>30</td>
<td>$500.00</td>
<td>$15,000</td>
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<tr>
<td>Permit Application and Prep.</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000</td>
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<td></td>
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<tr>
<td>Asbestos Sampling / Monitoring</td>
<td>LS</td>
<td>1</td>
<td>$55,073.00</td>
<td>$55,073</td>
<td></td>
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</tr>
<tr>
<td>Dewatering Sampling</td>
<td>LS</td>
<td>1</td>
<td>$29,816.00</td>
<td>$29,816</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,040,966</td>
<td>5%</td>
<td>$1,093,014</td>
</tr>
</tbody>
</table>

**SUBTOTAL "DTC Subcontractors (5% Mark-up)"** $1,040,966 $52,048 $1,093,014

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>%</td>
<td>10%</td>
<td>$1,094,474.08</td>
<td>$109,447</td>
<td></td>
<td></td>
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</table>

**10% Mark-up**

**SUBTOTAL "DTC - Contingency" (5% Mark-up)** $109,447 $10,945 $120,392

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond (Direct Cost + Subs + Mark-ups)</td>
<td>%</td>
<td>1.14%</td>
<td>$1,214,866.08</td>
<td>$13,849</td>
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<td></td>
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</table>

**0% Mark-up**

**SUBTOTAL "DTC direct (0% Mark-up)"** $13,849 - $13,849

**DTC GRAND TOTAL PRICE** $1,228,715
### Concessionaire

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
<th>Total</th>
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<tbody>
<tr>
<td>DTP direct</td>
<td>$1,808,756</td>
<td>$89,522</td>
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<tr>
<td>Project subcontractors</td>
<td>$1,790,442</td>
<td>$89,522</td>
</tr>
<tr>
<td>Project Contractors direct</td>
<td>$8,460</td>
<td>-</td>
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<tr>
<td>Project Contractors mark ups on</td>
<td>$9,854</td>
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### Project Contractor

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
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<tbody>
<tr>
<td>DTS</td>
<td>$1,798,499</td>
<td>$10,257</td>
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<tr>
<td>DTS direct (10% Mark-up)</td>
<td>$8,057</td>
<td>-</td>
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<tr>
<td>Ltr of Credit (5% Mark-up)</td>
<td>$197,072</td>
<td>$9,854</td>
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<tr>
<td>DTC direct (5% Mark-up)</td>
<td>$1,593,370</td>
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</table>

### Subcontractor to Project Contractor

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>DTC</td>
<td>$1,698,486</td>
<td>$91,956</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
<td>$1,327</td>
<td>133</td>
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<tr>
<td>DTC conting(10% Mark-up)</td>
<td>$159,483</td>
<td>$15,948</td>
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<tr>
<td>DTC Bond (0% Mark-up)</td>
<td>$20,181</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal of DTC Directs</td>
<td>$180,991</td>
<td>$16,081</td>
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<tr>
<td>Sub costs (5% Mark-up)</td>
<td>$1,517,495</td>
<td>$75,875</td>
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### Subcontractor

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Subcontractors</td>
<td>$1,517,495</td>
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<tr>
<td>Sub's - Lump Sum Price</td>
<td>$1,517,495</td>
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### DTP - Cost Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit Rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTS Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 5yrs)</td>
<td></td>
<td></td>
<td>7.5%</td>
<td>$107,426.49</td>
<td>$8,057</td>
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<td>SUBTOTAL &quot;DTS direct (10% Mark-up)&quot;</td>
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# DTC - Cost Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
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<td></td>
<td></td>
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<tr>
<td>Light Plants</td>
<td>HR</td>
<td></td>
<td>$14.90</td>
<td>-</td>
<td></td>
<td></td>
</tr>
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<td>Oiler / Fuel - Light Plants</td>
<td>HR</td>
<td></td>
<td>$105.36</td>
<td>-</td>
<td></td>
<td></td>
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<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$1,327</td>
<td></td>
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</tbody>
</table>

## SUBTOTAL "DTC direct (10% Mark-up)"

```
Description       Units | Qty | Unit rate | Amount  | Mark-up | Total

10% Mark-up
```

## Total - DTC Directs, Subs, & Mark-ups

```
Description       Units | Qty | Unit rate | Amount  | Mark-up | Total

$1,594,830
```

## DTC - Subcontractors

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<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
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<td>$95,807</td>
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<td>TN</td>
<td>1,938</td>
<td>$11.13</td>
<td>$21,570</td>
<td></td>
<td></td>
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<tr>
<td>Water Treatment w/ Coagulation Treatment</td>
<td>Month</td>
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<tr>
<td>Permit Application and Prep.</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Sampling / Monitoring</td>
<td>LS</td>
<td>1</td>
<td>$55,073.00</td>
<td>$55,073</td>
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<td></td>
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<tr>
<td>Dewatering Sampling / Monitoring</td>
<td>LS</td>
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<td>$29,816.00</td>
<td>$29,816</td>
<td></td>
<td></td>
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<tr>
<td>SUBTOTAL &quot;DTC Subcontractors (5% Mark-up)&quot;</td>
<td></td>
<td></td>
<td></td>
<td>$1,517,495</td>
<td>$75,875</td>
<td>$1,593,370</td>
</tr>
</tbody>
</table>

## Total - DTC Directs, Subs, Mark-ups, & Contingency

```
Description       Units | Qty | Unit rate | Amount  | Mark-up | Total

$1,770,261
```

## DTC - Contingency

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>%</td>
<td>10%</td>
<td>$1,594,829.58</td>
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</tr>
<tr>
<td>10% Mark-up</td>
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<td></td>
<td></td>
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<tr>
<td>SUBTOTAL &quot;DTC - Contingency (5% Mark-up)&quot;</td>
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<td></td>
<td></td>
<td>$159,483</td>
<td>$15,948</td>
<td>$175,431</td>
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</table>

## Total - DTC Directs, Subs, Mark-ups, & Contingency

```
Description       Units | Qty | Unit rate | Amount  | Mark-up | Total

$1,770,261
```

## DTC - Bonds

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Bond (Direct Cost + Subs + Mark-ups)</td>
<td>%</td>
<td>1.14%</td>
<td>$1,770,260.58</td>
<td>$20,181</td>
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<td></td>
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<tr>
<td>0% Mark-up</td>
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</tr>
<tr>
<td>SUBTOTAL &quot;DTC direct (0% Mark-up)&quot;</td>
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<td></td>
<td></td>
<td>$20,181</td>
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<td>$20,181</td>
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## DTC GRAND TOTAL PRICE

```
$1,790,442
```

---
CONSTRUCTION DEWATERING PLAN
CLAY COMMUNITY TRAIL
ZUNI TO 60TH AVENUE
ADAMS COUNTY, COLORADO

Prepared by:

Donald R. Ganser, P.G.
Senior Project Manager

Reviewed by:

James A. Noll, P.E.
Principal Engineer

Prepared for:

Merrick & Company
2450 South Peoria Street
Aurora, Colorado 80014

Attention: Brian Poling
Phone: 303-353-3672
Fax: 303-752-4451
E-mail: brian.poling@merrick.com

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TABLE OF CONTENTS

1.0 INTRODUCTION ............................................................................................................. 1
  1.1 Background ........................................................................................................... 1
  1.2 Purpose ............................................................................................................... 2

2.0 GROUNDWATER CONDITIONS .................................................................................... 3
  2.1 Groundwater Quantity .......................................................................................... 3
  2.2 Groundwater Quality ............................................................................................. 5
  2.3 Discharge Permit .................................................................................................. 5

3.0 DEWATERING ............................................................................................................... 5
  3.1 Conceptual Pumping System .................................................................................. 6
  3.2 Conceptual Treatment System ................................................................................ 6

FIGURES

  Figure 1 – Location of Monitoring Wells
  Figure 2 – SH-1 Drilling Log
  Figure 3 – SH-2 Drilling Log
  Figure 4 – SH-3 Drilling Log
  Figure 5 – Conceptual Dewatering Well Layout

TABLES

  Table 1 – Summary of Groundwater and Surface Water Analyses

Appendix A - Slug Test Data

Appendix B - Discharge Permit

Kumar & Associates, Inc.
1.0 INTRODUCTION

This Construction Dewatering Plan (CDP) has been developed to only provide information and guidance to the contractor for dewatering, discharge treatment, and discharge monitoring in accordance with the existing Construction Dewatering - Remedial Activities Discharge Permit issued by the Colorado Department of Public Health and Environment, Water Quality Control Division. Separate and stand-alone project plans have been developed for Materials Management, Asbestos Management, and Quality Assurance/Quality Control.

1.1 Background

Kumar & Associates (K+A) was contracted by Adams County, Colorado (the Contractor) through Merrick & Company to prepare this Construction Dewatering Plan (CDP).

K+A also prepared the following relevant reports:

- Modified Phase I Environmental Site Assessment (MESA) and Limited Subsurface Investigation (LSI), Utah Junction - Clay Street Outfall, I-76 and West 60th Avenue, Adams County, Colorado, dated June 20, 2011 (K+A Project #10-1-257A)

- Sampling and Analysis of Ground Water, Surface Water, and Sediment, Clay Street Outfall, Adams County, Colorado, dated November 1, 2011 (K+A Project #11-1-257C)

- Sampling and Analysis of Clear Creek Surface Water, Clay Street Outfall, Adams County, Colorado, dated November 29, 2011 (K+A Project #11-1-257C)

- Methane Investigation, Clay Street Outfall / Trail Project, I-76 and West 60th Avenue, Adams County, Colorado, dated April 25, 2012 (K+A Project #11-1-257D)

- Landfill Waste Characterization, Clay Community Trail, Zuni to Clear Creek, Adams County, Colorado, dated August 21, 2012 (K+A Project #11-1-257D)

The MESA identified the presence of an inactive historic landfill (60th and Alcott Landfill) on the property. The MESA also identified concentrations of benzene and metals above the Colorado Basic Standards for Ground Water (Regulation No. 41) in the ground water at the subject site. Low concentrations of oil and grease were also identified in the ground water at the site.

The Sampling and Analysis of Ground Water, Surface Water, and Sediment report identified concentrations of metals in surface water exceeding surface water standards and concentrations of arsenic in pond sediments exceeding Colorado Soil Evaluation Values. Oil and grease concentrations were also detected in the sediment samples. The report also identified ground water samples with concentrations of semi-volatile organic compounds.
(SVOCs) and manganese exceeding groundwater standards. Oil and grease concentrations were also detected in groundwater.

The Methane Investigation identified elevated methane gas levels at one sampling point at the site. Methane gas and other landfill gases from the historical landfill may present a potential explosion hazard and potential worker health and safety concern.

The Landfill Waste Characterization report concluded that all six bulk waste samples collected from the site are non-hazardous and can be disposed of as solid waste.

1.2 Purpose

The project consists of the construction of a drainage channel section under the future RTD Gold Line crossing and approximately 1,165 linear feet of a new multi-use recreational trail between 60th Avenue and the existing Clear Creek Trail. The project generally consists of the following elements:

- Drainage channel section at proposed RTD Gold Line Crossing
- Pedestrian Trail from 60th Avenue north to Clear Creek
- Pedestrian bridge across Clear Creek
- Trail lighting

Notable work activities include:

- Utility relocation coordination
- Landfill excavation
- Earthwork for drainage channel section below RTD Gold Line
- Retaining walls
- Concrete work including retaining walls and pedestrian bridge supports
- Relocated storm sewer, waterline and sanitary pipes
- Inlets and manholes
- Geomembrane liner installation at future drainage channel alignment

This CDP identifies the groundwater conditions within the project area which are likely to contain contaminants at concentrations requiring treatment prior to discharge, the procedures which are recommended to be implemented by the Contractor to dewater any required project areas and to treat the water prior to discharge.
2.0 GROUNDWATER CONDITIONS

The project site is located within the Clear Creek alluvial valley. Historically the alluvial sands and gravels were mined within the project area. Subsequently, the gravel pits were used for disposal of municipal solid waste and fly ash stabilized/solidified liquid wastes. Currently, these wastes exist beneath most of the trail alignment.

Previous studies performed for the project have identified groundwater ranging from 3 to 10 feet below the existing ground surface along the proposed trail alignment. Groundwater quality analyses have resulted in findings of metals and organic compounds exceeding Colorado Surface Water and Groundwater standards.

Ground water requiring management will likely be generated during construction activities. Because ground water is contaminated, the Contractor shall make all attempts to avoid encountering groundwater during construction.

2.1 Groundwater Quantity

Three monitoring wells were installed on July 27, 2012 along the proposed trail alignment to evaluate the groundwater depth and hydraulic conductivity of the subsurface materials. The locations of the three monitoring wells (SH-1, SH-2 and SH-3) are shown on Figure 1. Boring logs and monitoring well completion diagrams are provided on Figures 2 through 4. Subsurface materials encountered included 0.3 to 0.5 feet of slightly organic clayey topsoil underlain by 2.0 to 3.5 feet of silty, sandy clay (landfill cover). Underlying the cover material solid waste was encountered to the total depth drilled (19 feet). The solid waste was composed of wood, metals, plastic, glass, and paper materials. Groundwater levels ranged from 2.68 to 5.26 feet below ground surface.

Two-inch diameter PVC monitoring wells were installed in each of the three borings. Each well was screened from 4 to 19 feet below ground surface. The screened interval was backfilled with 10/20 screened silica sand. Wells were sealed at the ground surface with a minimum of 1 foot of hydrated bentonite. Subsequent to completion each monitoring well was developed by surging and bailing a minimum of five casing volumes of water from the well.

In-situ hydraulic conductivity testing (slug tests) was performed in each well on July 30, 2012. Slug testing involved displacing the water within the well screen by rapidly introducing a PVC cylinder sealed and filled with sand (slug) into the well. The slug was 5 feet in length and 1-inch in diameter. A rise in the water level within the well results from the slug insertion. The rate of drop or recovery of the water level to its initial or static elevation is recorded by a digital pressure transducer and datalogger. This data is then used to calculate the hydraulic conductivity of the materials opposite the screened interval of the well.

Once the water level has reached or nearly reached its static elevation the slug is rapidly removed from the well causing a corresponding rapid decrease in the water level. The rate of recovery is again recorded with the transducer and datalogger. The data was analyzed in
accordance with the procedures described by Bouwer and Rice using the United States Geological Survey computation spreadsheets provided in USGS Open File Report 02-197.

Five slug tests performed in the three wells provided valid hydraulic conductivity data. Slug test data output sheets are provided in Appendix A.

The tests that had consistent input resulted in hydraulic conductivity values ranging from 3.8 to 77 feet per day (1.3x10^-3 to 2.7x10^-2 cm/sec).

<table>
<thead>
<tr>
<th>Well</th>
<th>Hydraulic Conductivity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SH-1</td>
<td>3.8 ft/d (1.3x10^-3 cm/sec)</td>
</tr>
<tr>
<td>SH-2 Test 1</td>
<td>18 ft/d (6.4x10^-3 cm/sec)</td>
</tr>
<tr>
<td>SH-2 Test 2</td>
<td>35 ft/d (1.2x10^-2 cm/sec)</td>
</tr>
<tr>
<td>SH-3 Test 1</td>
<td>77 ft/d (2.7x10^-2 cm/sec)</td>
</tr>
<tr>
<td>SH-3 Test 2</td>
<td>65 ft/d (2.3x10^-2 cm/sec)</td>
</tr>
</tbody>
</table>

The average hydraulic conductivity for all valid tests was 40 ft/d or 1.4x10^-2 cm/sec.

RTD Gold Line Underpass

An evaluation of potential dewatering flows during construction of the portion of the drainage ditch extending beneath the planned alignment of the Gold Line was performed. Our evaluation was based on the following assumptions:

- Pre-construction groundwater elevation of 5195 feet
- Water table aquifer with a bedrock elevation of 5170 feet
- Landfill waste hydraulic conductivity values ranging from 1.3x10^-3 to 2.7x10^-2 cm/s
- Extent of dewatered excavation – 135’ by 100’; 15’ drawdown

Dewatering rates were estimated using the Darcy flow equation based on the assumed area of excavation, the required drawdown, and the estimated average hydraulic conductivity. In addition, flow rates were estimated using methods for calculating radial flow for an equivalent single source and line flow toward a two-sided finite trench. These methods yielded steady-state dewatering rates of 250 to 500 gpm.

The estimated dewatering rates are based on limited data. Dewatering rates are anticipated to vary depending on the size and depth of the open excavation. Higher dewatering rates should be anticipated for an excavation larger and deeper than that assumed herein, or if a higher groundwater elevation is present at the time of construction.

The duration of the project dewatering will depend on the time required to draw the groundwater down to the elevation required for construction, and on the time required to excavate to planned subgrade, install and cover the liner, and construct and backfill associated structures and
retaining walls. We anticipate initial drawdown may take about 1 to 2 weeks at 500 gpm. During this time groundwater level monitoring should be documented to ensure adequate dewatering will be accomplished in time for the deeper excavations. While the duration of sustained dewatering will depend on the Contractor’s schedule, we estimate that dewatering may be required for up to 7 months.

Pedestrian Bridge at Clear Creek
Groundwater will likely be encountered at the abutment excavations for the pedestrian bridge crossing at Clear Creek. These excavations are limited in extent and will extend to approximately 2 to 3 feet below the anticipated groundwater level. Dewatering flows at the abutment excavations are estimated to be on the order of approximately 50 to 100 gpm.

Utility Relocation
Underground utilities including storm sewer, sanitary sewer and water will require relocation. Trenches excavated for the utilities below the groundwater elevation will require dewatering. It is assumed that trench sections limited in length will be excavated that produce flow rates on the order 100 to 200 gpm which will be pumped by sump pumping.

2.2 Groundwater Quality

Groundwater samples were previously collected at the site from 4 test pits and 3 up-gradient monitoring wells. The results of the analyses along with the results of surface water analyses are summarized on Table 1. As shown on Table 1, several metals including aluminum, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, iron, lead, manganese, nickel, vanadium, and zinc exceeded Colorado groundwater or surface water standards. In addition low concentrations of volatile and semi-volatile compounds were also detected, several of which exceeded Colorado groundwater standards.

2.3 Discharge Permit

Adams County applied for a permit to discharge groundwater generated during construction activities in January 2012. The Colorado Water Quality Control Division issued a Certification under the Colorado Discharge Permit System for “Remediation Activities Discharging to Surface Water” on June 18, 2012 (Permit Number COG315000; Certification Number COG315255). A copy of the permit and effluent limits are provided in Appendix B. The permit will be transferred to the selected contractor who will then be responsible for all permit requirements.

3.0 DEWATERING

Dewatering of the excavation area will require sufficient pumping capacity to lower the groundwater table below the bottom of the required excavation. K+A excavated test pits and collected water samples that were transmitted to Siemens Corporation for analysis to determine
the type and extent of treatment that would be necessary in order to discharge the pumped groundwater into Clear Creek, located north of the project site. The Colorado Department of Public Health Environment has established the Preliminary Effluent Limits (PELs) that must be met in order to discharge the pumped groundwater into Clear Creek.

3.1 Conceptual Pumping System

The contractor is responsible for the selection of the most cost-effective dewatering system that can provide an estimated sustained pumping rate of 500 gpm. Typical systems for this type of excavation could include sump pumping, well points, pumping wells or any other method, or combination of methods that achieve the desired results.

For example, a conceptual pumping and well system would include a number of wells set around the perimeter of the proposed excavation. With the proposed excavation as shown on Figure 5 there would be an estimated 10 groundwater wells equally spaced around the excavation. Well casings would be installed and extended into the claystone bedrock approximately 1-2 feet. The groundwater wells would each have a capacity of approximately 50 gpm in order to provide the estimated 500 gpm to drawdown the groundwater level. The wells would be installed approximately 50 feet apart along sides of the proposed excavation.

The maximum initial pumping rate of 500 gpm may be required in order to lower the level of the groundwater table. Once the groundwater table has been sufficiently lowered below the depth of the proposed excavation the required rate of dewatering pumping is anticipated to be lower as it reaches a steady state and a constant level is maintained.

Dewatering may also be required at the Clear Creek pedestrian bridge and utility trenches. These excavations are anticipated be limited in size and are estimated to produce relatively low quantities of groundwater that should be easily handled by temporary sump pumping.

3.2 Conceptual Treatment System

Treatment of the discharge from the dewatering activities is the responsibility of the Contractor. A Certification to Discharge under CDPS General Permit COG315000 has been obtained by Adams County. The discharge limits are included in the Certification to Discharge included as Appendix B of this report. In developing a treatment protocol for the dewatered groundwater, samples were collected from 5 separate test pits on-site, combined into two composite samples, and then delivered to Rain for Rent to determine the filterability of the groundwater. Rain for Rent worked with Siemens and performed a filterability bench test. The table below shows the average of the contaminant remaining after filtration:
The collected samples showed a high filterability result with only a few contaminants remaining after the 0.45 um filtration. In the table above, highlighted parameters are the contaminants that did not meet the permitted discharge limit using filtration technology alone. In addition to the bag filter test summarized above, Siemens water technology group was contacted to test an ion exchange method to further reduce the contaminants to permitted levels.

Samples were submitted to Siemens for ion exchange testing, in particular looking for removal of the arsenic, beryllium, and cadmium. Siemens used two ion exchange technologies (SCU 50BV, and ASG 50BV) and the results are averaged and summarized for the two composite samples in the table below:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>SCU 50BV</th>
<th>ASG 50BV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic (ug/L)</td>
<td>0.13</td>
<td>0.12</td>
</tr>
<tr>
<td>Beryllium (ug/L)</td>
<td>&lt;0.051</td>
<td></td>
</tr>
<tr>
<td>Cadmium (ug/L)</td>
<td>0.19</td>
<td></td>
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</tbody>
</table>

The table above shows that the concentrations of beryllium and cadmium were both reduced below the permitted discharge limits. Arsenic was not able to get below the 0.02 ug/L as permitted. Discussion with the Colorado Department of Public Health and Environment’s, Nathan Moore in the permitting section, indicated that due to the laboratory practical quantitation limit the permitted limit for arsenic is actually 1.0 ug/L (see Part I.E.3 of the General Permit). As indicated in the tables above, bag filtration was able to reduce the arsenic concentration to 1.0 ug/L and the ion exchange was able to reduce the concentration below 1.0 ug/L.

The recommendation is that mechanical filtration be utilized in order to remove the particulate matter from the groundwater and then the filtered water would be sent through ion exchange vessels to remove additional dissolved contaminants within the water. The treatment process
would be designed to handle the estimated 500 gallons per minute of discharge from the groundwater collection wells. Dewatering wells will be connected to header piping that will convey pumped groundwater to the treatment system. The treatment system should have a number of weir tanks required to handle the expected pumping rate from the dewatering wells. The weir tanks will provide time for the heavy sediment to settle out of the water column.

Settled water will then be pumped through a series of bag filters in order to remove the fine particulate matter. The filtered water will then be delivered to ion exchange vessels where the ion exchange media will remove dissolved component of the contaminants, in particular arsenic. The treated water will finally be sent through activated carbon vessels for final polishing prior to being discharged into the storm sewer system and ultimately to Clear Creek.
Boring/Well No. SH-1

Project Clay Street Client Merrick
Location 60th & Zuni Project No. 11-1-2570

Date Drilled July 27, 2012 Total depth 19.0 ft Diameter 4.0 In.
Relative T.O.C. Elev. Water depth (init.) 7.2 ft 48-hrs. 5.26 ft.
Screen Dia. 2.0 In. Length 15.0 ft Slot Size 0.010 in.
Casing Dia. 2.0 In. Length 5.0 ft Type Schedule 40 PVC
Drilling Company Rock Edge Drilling Method 4-In CFA
Driller T. Barker Log by C. Johnson Sampling Method Cuttings

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Well Construction</th>
<th>Notes</th>
<th>Blow Count</th>
<th>% Recovery</th>
<th>PIP (ppm)</th>
<th>Description/Soil Classification (Color, Texture, Structure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>WELL CAP</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>BENTONITE</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SOLID RISER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.0-0.3 CLAY FILL, WITH GRASS, AND WEEDS, SLIGHTLY ORGANIC, DRY, MEDIUM BROWN.</td>
</tr>
<tr>
<td>3.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.3-4.0 SILTY, SANDY CLAY FILL, MOIST, BROWN.</td>
</tr>
<tr>
<td>4.0</td>
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<td></td>
<td>4.0-19.0 SOLID WASTE FILL, SILTY, SANDY, CLAYSY, MOIST TO WET, BLACK.</td>
</tr>
<tr>
<td>10/20 SAND</td>
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</tr>
<tr>
<td>11</td>
<td>WELL SCREEN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

SEE FIG. 1

Sketch Map

Fig. 2
**Boring/Well No.**  SH-2

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Well Construction</th>
<th>Notes</th>
<th>Samp. Inv.</th>
<th>Blow Count</th>
<th>% Recovery</th>
<th>NPI (ppm)</th>
<th>Graphic Log</th>
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<td></td>
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<td>BENTONITE</td>
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<td></td>
</tr>
<tr>
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<td>SOLID RISER 3</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>10/20 SAND</td>
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<td></td>
</tr>
<tr>
<td>11</td>
<td>WELL SCREEN</td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

0.0-0.5
CLAY FILL WITH GRASS AND WEEDS, ORGANIC, SLIGHTLY MOIST, MEDIUM BROWN.

0.5-4.0
Silty, sandy clay fill, moist to wet, brown.

4.0-19.0
SOLID WASTE FILL; SILTY, SANDY, CLAYY, MOIST TO WET, BLACK.

---

**Notes:**

**Drilled**
T. Barker  
"Log by C. Johnson  
Sampling Method: Cuttings"
**Boring/Well No.**

<table>
<thead>
<tr>
<th>Project</th>
<th>Clay Street</th>
<th>Client</th>
<th>Merrick</th>
</tr>
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<tbody>
<tr>
<td>Location</td>
<td>60th &amp; Zuni</td>
<td>Project No.</td>
<td>11-1-257D</td>
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<td>Date Drilled</td>
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<tr>
<td>Diameter</td>
<td>4.0 In.</td>
<td>Water depth (Init.)</td>
<td>3.7 ft</td>
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<tr>
<td>48-hrs.</td>
<td>3.87 ft.</td>
<td>Screen: Dia.</td>
<td>2.0 In.</td>
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<tr>
<td>Length</td>
<td>15.0 ft.</td>
<td>Slot Size</td>
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<td>Casing: Dia.</td>
<td>2.0 In.</td>
<td>Length</td>
<td>5.0 ft.</td>
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<tr>
<td>Type</td>
<td>Schedule 40 PVC</td>
<td>Drilling Method</td>
<td>4-In CFA</td>
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<td>Driller</td>
<td>T. Barker</td>
<td>Log by</td>
<td>C. Johnson</td>
</tr>
<tr>
<td>Sampling Method</td>
<td>Cuttings</td>
<td>Notes:</td>
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### Description/Soil Classification (Color, Texture, Structure)

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<tr>
<th>Depth (ft)</th>
<th>Well Construction</th>
<th>Notes</th>
<th>Sampl. Inv.</th>
<th>Blow Count</th>
<th>% Recovery</th>
<th>PNP (ppm)</th>
<th>Graphic Log</th>
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<td>1.0</td>
<td>BENTONITE</td>
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<tr>
<td>1.0</td>
<td>SOLID BARRIER</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>0.5-0.5</td>
<td>CLAY WELL WITH GRASS AND NEEDS, SLIGHTLY MOIST, MEDIUM BROWN.</td>
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<td></td>
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<tr>
<td>0.5-2.5</td>
<td>SILTY SANDY CLAY FILL, MOIST TO WET; BROWN;</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.5-19.0</td>
<td>SOLID WASTE FILL, SILTY, SANDY, CLAYEY, MOIST TO WET, BLACK.</td>
<td></td>
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</tbody>
</table>

**Sketch Map**

SEE FIG. 1

---

**DRILLING LOG**

Fig. 4
<table>
<thead>
<tr>
<th>Analyte</th>
<th>TP-3W</th>
<th>TP-5W</th>
<th>TP-6W</th>
<th>PA-1W</th>
<th>PA-2W</th>
<th>PA-3W</th>
<th>PA-4W</th>
<th>PA-5W</th>
<th>GSP Standard</th>
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<tr>
<td>Total Aluminum</td>
<td>1340</td>
<td>635</td>
<td>1,340</td>
<td>1440</td>
<td>1,990</td>
<td>1,990</td>
<td>1,990</td>
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<td>6.390</td>
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<tr>
<td>Total Arsenic</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
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<td>ND</td>
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<tr>
<td>Dissolved Arsenic</td>
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<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
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<tr>
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</tr>
<tr>
<td>Dissolved Barium</td>
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<td>0.324</td>
<td>0.324</td>
<td>0.324</td>
<td>0.324</td>
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<td>Total Cobalt</td>
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<td>137</td>
<td>137</td>
<td>137</td>
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<td>Total Manganese</td>
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<td>Total Vanadium</td>
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<td>38</td>
<td>38</td>
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<td>38</td>
<td>38</td>
</tr>
</tbody>
</table>

1. Ground water standard based on state or federal MCL, MCL-equivalent calculations, or agricultural standard
2. Surface water standard based on the lowest standard among recreational, aquatic life, agriculture, domestic water supply, water + fish, and fish ingestion categories listed in Tables I through III, Regulation No. 31, The Basic Standards and Methodologies for Surface Water (S CDR 1022.91)
ND - Analyte not detected at or above the method reporting limit
NA - Not Analyzed
MCC - Minimum Detectable Concentration

All units in micrograms per liter (ug/L)
APPENDIX A

SLUG TEST DATA
### WELL ID: SH 1, Test 1, Slug - out

**Local ID:** Clay Street  
**Date:** 7/30/2012  
**Time:** 0:00

#### INPUT

<table>
<thead>
<tr>
<th>Construction:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Casing dia. (d_c)</td>
<td>2 Inch</td>
</tr>
<tr>
<td>Annulus dia. (d_a)</td>
<td>4 Inch</td>
</tr>
<tr>
<td>Screen Length (L)</td>
<td>15 Feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Depths to:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>water level (DTW)</td>
<td>5.4 Feet</td>
</tr>
<tr>
<td>top of screen (TOS)</td>
<td>4 Feet</td>
</tr>
<tr>
<td>Base of Aquifer (DTB)</td>
<td>40 Feet</td>
</tr>
</tbody>
</table>

#### Annular Fill:
- across screen -- Coarse Sand
- above screen -- Bentonite

#### Aquifer Material -- Silt, Loess

#### COMPUTED

<table>
<thead>
<tr>
<th>L_wetted</th>
<th>13.6 Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>34.6 Feet</td>
</tr>
<tr>
<td>H</td>
<td>13.6 Feet</td>
</tr>
<tr>
<td>L/\r   \</td>
<td>81.60</td>
</tr>
<tr>
<td>Y_0-DISPLACEMENT</td>
<td>2.57 Feet</td>
</tr>
<tr>
<td>Y_0-SLUG</td>
<td>2.81 Feet</td>
</tr>
</tbody>
</table>

From look-up table using L/\r

<table>
<thead>
<tr>
<th>Partial penetrate A</th>
<th>4.023</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>0.666</td>
</tr>
</tbody>
</table>

\[ \ln(Re/\r) = 2.953 \]

\[ Re = 3.19 \text{ Feet} \]

Slope = 0.025471 \log_{10}/sec

t_%90% recovery = 39 sec

**Input is consistent.**

| K                            | 3.8 Feet/Day |

#### REMARKS:

Bouwer and Rice analysis of slug test, WRR 1976
WELL ID: SH 2, Test 1, Slug - out

INPUT

<table>
<thead>
<tr>
<th>Construction</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Casing dia. ($d_c$)</td>
<td>2 Inch</td>
</tr>
<tr>
<td>Annulus dia. ($d_a$)</td>
<td>4 Inch</td>
</tr>
<tr>
<td>Screen Length (L)</td>
<td>15 Feet</td>
</tr>
</tbody>
</table>

Depths to:

- water level (DTW) 1.6 Feet
- top of screen (TOS) 2.6 Feet
- Base of Aquifer (DTB) 40 Feet

Annular Fill:

- across screen -- Coarse Sand
- above screen -- Bentonite

Aquifer Material -- Fine Sand

COMPUTED

$L_{wetted} = 15$ Feet
$D = 38.4$ Feet
$H = 16$ Feet
$L/r_w = 90.00$
$Y_0\text{DISPLACEMENT} = 2.34$ Feet
$Y_0\text{SLUG} = 2.81$ Feet

From look-up table using $L/r_w$

Partial penetrate $A = 4.234$
$B = 0.707$

$\ln(Re/r_w) = 3.063$
$Re = 3.56$ Feet

Slope $= 0.126893 \log_{10}/sec$
$t_{90\%}\text{recovery} = 8$ sec

Input is consistent.

$K = 18$ Feet/Day

REMARKS:

Bouwer and Rice analysis of slug test, WRR 1976
## WELL ID: SH2, TEST 2, SLUG-OUT

### INPUT

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<thead>
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<th>Construction</th>
<th>Value</th>
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<tbody>
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<td>Casing dia. (d_c)</td>
<td>2 Inch</td>
</tr>
<tr>
<td>Annulus dia. (d_w)</td>
<td>4 Inch</td>
</tr>
<tr>
<td>Screen Length (L)</td>
<td>15 Feet</td>
</tr>
</tbody>
</table>

### Depths to:

- Water level (DTW): 2.68 Feet
- Top of screen (TOS): 4 Feet
- Base of Aquifer (DTB): 40 Feet

### Annular Fill:

- Across screen -- Medium Sand
- Above screen -- Bentonite
- Aquifer Material -- Sand and Gravel Mixes

### COMPUTED

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
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<tbody>
<tr>
<td>L_wetted</td>
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<tr>
<td>D</td>
<td>37.32 Feet</td>
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<tr>
<td>H</td>
<td>16.32 Feet</td>
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<tr>
<td>L/r_w</td>
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<tr>
<td>y_0-DISPLACEMENT</td>
<td>3.30 Feet</td>
</tr>
<tr>
<td>y_0-SLUG</td>
<td>2.81 Feet</td>
</tr>
</tbody>
</table>

From look-up table using L/r_w:

- Partial penetrate A = 4.234
- B = 0.707

\[
\ln\left(\frac{Re}{rw}\right) = 3.077
\]

- \(Re = 3.62\) Feet
- Slope = 0.244165 \(\log_{10}/\text{sec}\)
- \(t_{90\%}\) recovery = 4 sec

Input is consistent.

\[
K = 35 \text{ Feet/Day}
\]

### REMARKS:

Bouwer and Rice analysis of slug test, WRR 1976
**INPUT**

- **Construction:**
  - Casing dia. \( d_c \) 2 Inch
  - Annulus dia. \( d_a \) 4 Inch
  - Screen Length \( L \) 15 Feet

- **Depths to:**
  - Water level (DTW) 3.9 Feet
  - Top of screen (TOS) 4 Feet
  - Base of Aquifer (DTB) 40 Feet

- **Annular Fill:**
  - Across screen — Medium Sand
  - Above screen — Bentonite

- **Aquifer Material:** Sand and Gravel Mixes

**COMPUTED**

- \( L_{wetted} \) 15 Feet
- \( D = \) 36.1 Feet
- \( H = \) 15.1 Feet
- \( L/r_w = \) 90.00
- \( Y_0 \text{DISPLACEMENT} = \) 1.68 Feet
- \( Y_0 \text{SLUG} = \) 1.95 Feet

- From look-up table using \( L/r_w \):
  - \( A = 4.234 \)
  - \( B = 0.707 \)
  - \( \ln(Re/r_w) = 3.039 \)
  - \( Re = 3.48 \text{ Feet} \)
  - Slope = 0.549272 \( \log_{10}/\text{sec} \)
  - \( t_{90\% \text{recovery}} = 2 \text{ sec} \)

**Remarks:** Bouwer and Rice analysis of slug test, WRR 1976
**WELL ID: SH3, test 4, SLUG-OUT**

**INPUT**

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<td>2 Inch</td>
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<tr>
<td>Annulus dia. ((d_w))</td>
<td>4 Inch</td>
</tr>
<tr>
<td>Screen Length ((L))</td>
<td>15 Feet</td>
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</table>

<table>
<thead>
<tr>
<th>Depths to:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>water level ((DTW))</td>
<td>3.9 Feet</td>
</tr>
<tr>
<td>top of screen ((TOS))</td>
<td>4 Feet</td>
</tr>
<tr>
<td>Base of Aquifer ((DTB))</td>
<td>40 Feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annular Fill:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>across screen -- Medium Sand</td>
<td></td>
</tr>
<tr>
<td>above screen -- Bentonite</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Aquifer Material:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Sand and Gravel Mixes</td>
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</tbody>
</table>

**COMPUTED**

<table>
<thead>
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<th>(L_{\text{wetted}})</th>
<th>15 Feet</th>
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</thead>
<tbody>
<tr>
<td>(D)</td>
<td>36.1 Feet</td>
</tr>
<tr>
<td>(H)</td>
<td>15.1 Feet</td>
</tr>
<tr>
<td>(L/r_w)</td>
<td>90.00</td>
</tr>
</tbody>
</table>

\[y_0\text{-DISPLACEMENT} = 2.55 \text{ Feet}\]
\[y_0\text{-SLUG} = 2.81 \text{ Feet}\]

From look-up table using \(L/r_w\)

<table>
<thead>
<tr>
<th>Partial penetrate (A)</th>
<th>4.234</th>
</tr>
</thead>
<tbody>
<tr>
<td>(B)</td>
<td>0.707</td>
</tr>
</tbody>
</table>

\[\ln(Re/r_w) = 3.039\]
\[Re = 3.48 \text{ Feet}\]

\[\text{Slope} = 0.462912 \log_{10}/\sec\]
\[t_{90\% \text{ recovery}} = 2 \text{ sec}\]

Input is consistent.

\[K = 65 \text{ Feet/Day}\]

**REMARKS:**

Bouwer and Rice analysis of slug test, WRR 1976
June 18, 2012

W R (Skip) Fischer, Chairman of the Board
Adams County
4430 S Adams County Pkwy # S-CS000A
Brighton, CO 80601

RE: Certification, Colorado Discharge Permit System – Remediation Activities Discharging to Surface Water
Permit Number COG315000 Certification Number: COG315255

Dear Mr. Fischer;

Enclosed please find a copy of the permit certification, which was issued under the Colorado Water Quality Control Act. Please read the enclosed permit and certification.

The Water Quality Control Division (the Division) has reviewed the application submitted for the Clay Street Outfall facility and determined that it qualifies for coverage under the CDPS General Permit for Remediation Activities Discharging to Surface Water (the permit).

Discharge Specific Information
The discharge is to Clear Creek within Segment 15 of the Clear Creek Sub-basin, South Platte River Basin, found in the Classifications and Numeric Standards for the South Platte River Basin (Regulation No. 38) (COSPCL15). Segment 15 is Reviewable, and is classified for the following beneficial uses: Aquatic Life, Class I Warm; Recreation Class E; Water Supply; and Agriculture.

Antidegradation Review
The discharge is expected to last approximately one year and therefore is considered short-term. Since short-term discharges are considered a temporary impact, they are exempt from the AD review.

Basis for Site Specific Parameters
The Division has completed a Reasonable Potential (RP) analysis for the discharge to determine the need for effluent limitations for pollutants that have a reasonable potential to cause or contribute to an exceedance of water quality standards. Data provided with the application for the following wells were reviewed, TP-2W, TP-5W, TP-6W, TP-7W, MW-1, MW-2, and MW-3. All wells are located in the vicinity of the proposed construction project.

Segment 15 of the Clear Creek Sub-basin, South Platte River Basin is on the 303(d) list as impaired for E. Coli (May-October), Manganese (Dissolved), Aquatic Life, and Organic Sediment. E.Coli and Manganese have the potential to be in the dewatering discharge. As such sampling and reporting for E. Coli is required during the months of May through October. Sampling and compliance with the Dissolved Manganese limitation is required based on data supplied with the application and is further discussed below. Although segment 15 is listed as impaired for Aquatic Life and Organic Sediment, additional sampling and monitoring based on these impairments is not required.

Sampling and monitoring for Oil and Grease is required on a weekly basis regardless if a sheen is present or not. This deviates from the general permit requirements which require sampling and monitoring only if a sheen is present. This site specific requirement is based on analytical data submitted with the permit application that indicates Oil and Grease concentrations at 34.4 mg/L and 57.0 mg/L compared to the effluent limitations of 10 mg/L.

A qualitative RP analysis was conducted for Aluminum as there was not enough data to conduct a quantitative RP analysis. Sample results for Total Aluminum were as high as 14, 100 ug/L, 19,100 ug/L, 255,000 ug/l and 301,000 ug/l, compared to the
effluent limitations of 1,134 ug/l (chronic) and 7,943 ug/l (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Arsenic as there was not enough data to conduct a quantitative RP analysis. Sample results for Total Arsenic were as high as 7 ug/L and 230 ug/L, compared to the effluent limitation for Total Recoverable Arsenic of 0.02 ug/L (chronic). Sample results for Dissolved Arsenic were as high as 7 ug/L and 230 ug/L, compared to the effluent limitation for Potentially Dissolved Arsenic of 340 ug/L (acute). Sample results report concentrations of Dissolved Arsenic at more than one-half the numeric effluent limitation therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Barium as there was not enough data to conduct a quantitative RP analysis. Sample results for Total Barium were as high as 5,730 ug/L and 6,690 ug/L, compared to the effluent limitation for Total Recoverable Barium of 400 ug/L (chronic) and 1,000 ug/L (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Beryllium as there was not enough data to conduct a qualitative RP analysis. Sample results for Total Beryllium were as high as 8 ug/L and 13 ug/L, compared to the effluent limitation for Total Recoverable Beryllium of 4.0 ug/L. Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Cadmium as there was not enough data to conduct a qualitative RP analysis. Sample results for Total Cadmium were as high as 97 ug/L and 657 ug/L, compared to the effluent limitation for Total Recoverable Cadmium of 5.0 ug/L (acute). Sample results for Dissolved Cadmium were as high as 1.45 ug/L and 0.0692 ug/L, compared to the effluent limitation for Potentially Dissolved Cadmium of 0.67 ug/L (chronic) and 4.7 ug/L (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Chromium as there was not enough data to conduct a qualitative RP analysis. Sample results for Total Chromium were as high as 682 ug/L and 849 ug/L, compared to the Total Chromium (sum of Hexavalent and Trivalent) effluent limitations of 50 ug/L (acute). Sample results for Dissolved Chromium were as high as 10 ug/L and 17 ug/L, compared to the Hexavalent Chromium effluent limitations of 11 ug/L (chronic) and 16 ug/L (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Iron as there was not enough data to conduct a quantitative RP analysis. Sample results for Total Iron were as high as 17,000 ug/L, 31,500 ug/L, 718,000 ug/L and 1,250,000 ug/L, compared to the Total Recoverable Iron effluent limitation of 1,000 ug/L (chronic). Sample results for Dissolved Iron were as high as 19,900 ug/L, 40,100 ug/L and 75,000 ug/L, compared to the Dissolved Iron limitation of 300 ug/L. Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Lead as there was not enough data to conduct a quantitative RP analysis. Sample results for Total Lead were as high as 5,110 ug/L and 9,990 ug/L, compared to the Total Recoverable Lead effluent limitation of 50 ug/L (acute). Sample results for Dissolved Lead were as high as 200 ug/L and 512 ug/L, compared to the Potentially Dissolved Lead effluent limitations of 4.9 ug/L (chronic) and 125 ug/L (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Manganese as there was not enough data to conduct a quantitative RP analysis. Sample results for Dissolved Manganese were as high as 1,350 ug/L, 2,020 ug/L, 2,920 ug/L and 5,530 ug/L, compared to the effluent limitations for Dissolved Manganese of 255 ug/L (chronic) and Potentially Dissolved Manganese of 3,665 ug/L (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Zinc as there was not enough data to conduct a quantitative RP analysis. Sample results for Total Zinc were as high as 13,700 ug/L and 16,600 ug/L, compared to the effluent limitations for Total Recoverable Zinc of 2,000 ug/L (chronic). Sample results for Dissolved Zinc were as high as 711 ug/L, 879 ug/L, and 915 ug/L, compared to the effluent limitations for Potentially Dissolved Zinc of 330 ug/L (chronic) and 380 ug/L (acute). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Benzene as there was not enough data to conduct a quantitative RP analysis. Sample results for Benzene were as high as 3.2 ug/L and 8.6 ug/L, compared to the effluent limitations of 2.2 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.
A qualitative RP analysis was conducted for Benzo (a) anthracene as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 0.156 ug/L and 1.38 ug/L, compared to the effluent limitations of 0.0038 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Benzo (b) fluoranthene as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 0.17 ug/L and 1.24 ug/L, compared to the effluent limitations of 0.0038 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Benzo (k) fluoranthene as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 0.0269 ug/L and 0.0373 ug/L, compared to the effluent limitations of 0.0038 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Benzo (a) pyrene as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 0.0872 ug/L, compared to the effluent limitations of 0.0038 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Ethylhexyl phthalate (BIS-2) also known as DEHP as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 22 ug/L and 30.1 ug/L, compared to the effluent limitations of 1.2 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Chrysene as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 0.0477 ug/L and 0.113 ug/L, compared to the effluent limitations of 0.0038 ug/L (chronic). Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

A qualitative RP analysis was conducted for Indeno(1,2,3-cd)pyrene as there was not enough data to conduct a quantitative RP analysis. Sample results were as high as 0.14 ug/L and 1.24 ug/L, compared to the effluent limitations of 0.0038 ug/L. Therefore, a qualitative determination of RP has been made and limitations will be added and imposed upon the effective date of the permit.

Consistent with the Remediation Activities general permit, a RP determination was made and chronic Whole Effluent Toxicity (WET) testing is required and imposed upon the effective date of the permit based on the number of toxic pollutants in the source water that therefore have an increase potential for synergistic effects.

**Effluent Limitations**

- Effluent limitations for Organic Compounds came directly from the table "Basic Standards for Organic Chemicals" of The Basic Standards and Methodologies for Surface Water (Regulation 31). The effluent limitations selected are based on the designated beneficial uses of the receiving stream.

- The effluent limitations for Total Recoverable Iron, and Total Recoverable and Potentially Dissolved Arsenic, were taken directly from The Classifications and Standards for the South Platte River Basin (Regulation 38), with results shown in the enclosed permit certification.

- The effluent limitations for Total Recoverable Barium, Hexavalent Chromium, Total Chromium, Total Recoverable Lead, Total Recoverable Beryllium, Total Recoverable Cadmium, and Total Recoverable Zinc were taken directly from the table "Metal Parameters" of The Basic Standards and Methodologies for Surface Water (Regulation 31). The effluent limitations selected are based on the designated beneficial uses of the receiving stream.

- The water supply Dissolved Iron standard is listed in Regulation 38 as 'WS'. Regulation 38 states that the less restrictive limitation for the water supply Iron standard is either: existing quality as of January 1, 2000 or 300 µg/L. The Division used data obtained from Gage Station 34, downstream of the potential discharge from this facility and found that in-stream mean values of Dissolved Iron to be 142 µg/L. Therefore, the 300 µg/L limitation is less restrictive and therefore was applied with results shown in the enclosed permit certification.
• The water supply Dissolved Manganese standard is listed in Regulation No. 38 as ‘WS’. Regulation No. 38 states that the less restrictive limitation for the water supply Dissolved Manganese standard is either: existing quality as of January 1, 2000 or 50 μg/L. The Division used data obtained from Gage Station 34, downstream of the potential discharge from this facility and found that in-stream mean values of Dissolved Manganese to be 255 μg/L. Therefore, the existing quality as of January 1, 2000, was found to be less restrictive, and was applied with results shown in the enclosed permit certification.

• Standards for Total Recoverable Aluminum, Potentially Dissolved Cadmium, Potentially Dissolved Lead, Potentially Dissolved Manganese (acute), and Potentially Dissolved Zinc are shown in the regulations as Table Value Standards (TVS), and these must be derived from equations that depend on the receiving stream hardness or species of fish present. The Division used data obtained from Gage Station 34, just downstream of the potential discharge from this facility and found the mean in-stream hardness value to be 185 mg/L. The acute and chronic limitations for the above mentioned parameters are provided in the enclosed permit certification.

Source of Contamination
The construction project is in close proximity to Broderick Investment and Koppers Denver both known sources of groundwater contamination.

Treatment
According the an attachment to the permit application, the proposed treatment system will consist of particle removal such as a sediment trap followed by filtration in order to reduce the entrained particle size to a range that would be acceptable for ion-exchange treatment. The ion exchange portion of the treatment would likely consist of heavy exchange vessels up front followed by polishing vessels to get the treated water to within the acceptable effluent limits. Other than ion-exchange resins no other chemicals will be used.

In accordance with Part I.C.4.A.iv of the permit, the Remediation Activities Management Plan (Plan) must be kept current to reflect the description of all current pollutant control practices.

Ensure Numeric Effluent Limits Can Be Met
In accordance with Part I.C.2 of the permit, prior to the commencement of any discharge, an initial batch representative of the effluent from each permitted outfall must be sent through the treatment system. The effluent from the treatment must be sampled using composite method for all parameters listed in the permit certification with a numeric limitation. All effluent must be contained until analyses have confirmed that all numeric effluent limitations have been met. If the results of the initial sampling exceed any numeric effluent limitation, additional treatment shall be completed and additional sampling must be collected, post-treatment, to confirm compliance with the limitations. Additional sampling and treatment shall be repeated, and all water shall be collected and retained, until monitoring results for the treated effluent verify compliance with the numeric effluent limitations identified in the permit certification. Monitoring may be conducted and samples collected to meet the requirements of this section prior to certification under the general permit. This requirement will not be imposed for WET testing or for parameters where report only is required.

General Information
• Permit Action Fees: The Annual Fee for this certification is $1,840.00 (Category 7, Subcategory 8 Oil and gas cleanup/ground water remediation per CRS 25-8-502) and is invoiced every July. Do Not Pay This Now. The initial invoice will be prorated and sent to the legal contact shortly.

• Changes to the Certification: Any changes that need to be made to the certification page – changes in outfalls, monitoring requirements, etc., must be submitted using the "Permit and Certification Modification form" available on our website: coloradowaterpermits.com, and signed by the legal contact.

• Discharge Monitoring Reports (DMRs): DMR forms will be mailed out within the next month. Reports must be submitted monthly as long as the certification is in effect. The permittee shall provide the Division with any additional monitoring data on the permitted discharge collected for entities other than the Division. If forms have not been received, please contact the Division at 303-692-3517.

The Division now has the ability to allow facilities to submit their DMRs electronically. For more information, please call the NetDMR team at 303-691-4046 or CDPHE.WQNetDMRHelp@state.co.us

• Sampling Requirements: Sampling shall occur at a point after treatment, or after the implementation of any Best Management Practices (BMPs). If BMPs or treatment are not implemented, sampling shall occur where the discharge leaves control of the permittee, and prior to entering the receiving stream or prior to discharge to land. Samples must be representative of what is entering the receiving stream.
**Termination requirements:** This certification to discharge is effective long term. For termination of permit coverage, the permittee must initiate this by sending the "CoPS Permits and Authorization Termination Form." This form is also available on our website and must be signed by the legal contact.

**Groundwater Contamination:** If additional sources of groundwater contamination are encountered, then the permittee is to comply with Part I.C.6 of the permit, Practices for Discharges in Exceedance of Applicable Water Quality Standards.

**Analytical and Sampling Methods for Monitoring:** The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant monitoring methods. All sampling shall be performed by the permittee according to specified methods in 40 C.F.R. Part 136; methods approved by EPA pursuant to 40 C.F.R. Part 136; or methods approved by the Division, in the absence of a method specified in or approved pursuant to 40 C.F.R. Part 136.

See Part I.E.3 of the permit for information on the Analytical and Sampling Methods for Monitoring, including specific information on PQLs and reporting requirements. A listing of the PQLs for organic parameters can be found in the Division's Practical Quantitation Limitation Guidance Document, July 2008. This document can be found on the Division's website at [http://www.cdophe.state.co.us/wu/PermitsUnit/policyguidancefactsheets/policyandcounselance/PQLGuidance.pdf](http://www.cdophe.state.co.us/wu/PermitsUnit/policyguidancefactsheets/policyandcounselance/PQLGuidance.pdf)

**Certification Records Information:** The following information is what the Division records show for this certification. For any changes to Contacts—Legal, Local, Billing, or DMR—a "Notice of Change of Contacts form" must be submitted to the Division. This form is also available on our website and must be signed by the legal contact.

**Facility:** Clay Street Outfall  
**Adams County**

**Industrial Activities:** Storm Drain Expansion, Excavation, Grading Culverts

**Legal Contact:** Receives all legal documentation pertaining to the permit certification. If including invoice; is contacted for any questions relating to the facility; and receives DMRs.

- W R (Skip) Fischer, Chairman of the Board  
  Adams County  
  4430 S Adams County Pkwy #5-C5000A  
  Brighton, CO 80601

**Facility Contact:** Contacted for general inquiries regarding the facility.

- Russell T. Nelson, Engr Mgr

**DMR Contact:**

- Donald R Ganser, Sr PM  
  Kumar & Associates Inc  
  2300 S Lipan St  
  Denver CO 80223

If you have any other questions please contact me at 303-692-3217.

Sincerely,

Nicole Rolfe, Permit Writer

WATER QUALITY CONTROL DIVISION

Enclosures: Certification page; General Permit

xc: Regional Council of Government  
Adams County, Local County Health Department  
D.E., Technical Services Unit, WQCD  
Permit File
CERTIFICATION TO DISCHARGE
UNDER
CDPS GENERAL PERMIT COG315000
REMEDIA TIONS ACTIVITIES DISCHARGING TO SURFACE WATERS

Certification Number: COG315255

This Certification to Discharge specifically authorizes:

Adams County
to discharge from the facility identified as

Clay Street Outfall
to: Clear Creek

Facility Located at: 60 Ave & Zuni St, Adams County, uninc, CO 80221
Facility Latitude and Longitude: Latitude 39.8055, Longitude -105.0155

Outfall 001A

Treated effluent will discharge north of W. 60th Avenue to Clear Creek. The discharge is estimated at 100 GPM.

*All discharges must comply with the lawful requirements of federal agencies, municipalities, counties, drainage districts and other local agencies regarding any discharges to storm drain systems, conveyance, or other water courses under their jurisdiction.

1. Permit Limitations and Monitoring Requirements apply to Outfall 001A as outlined in the Part I.B.2 of the Permit

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>30-Day Average</th>
<th>7-Day Average</th>
<th>Daily Max.</th>
<th>Monitoring Frequency</th>
<th>Sample Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH (Minimum-Maximum)</td>
<td>s.u.</td>
<td>NA</td>
<td>NA</td>
<td>6.5-9.0</td>
<td>Weekly</td>
<td>In-situ</td>
</tr>
<tr>
<td>Total Suspended Solids</td>
<td>mg/l</td>
<td>30</td>
<td>45</td>
<td>NA</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Flow</td>
<td>MGD</td>
<td>Report</td>
<td>NA</td>
<td>Report</td>
<td>Continuous</td>
<td>Recorder</td>
</tr>
<tr>
<td>Oil and Grease Visual</td>
<td>84666</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Weekly</td>
<td>Visual</td>
</tr>
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<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
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<th>7-Day Average</th>
<th>Daily Max.</th>
<th>Monitoring Frequency</th>
<th>Sample Type</th>
</tr>
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<tbody>
<tr>
<td>Oil and Grease</td>
<td>mg/l</td>
<td>NA</td>
<td>NA</td>
<td>10</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Aluminum (Total Recoverable)</td>
<td>µg/l</td>
<td>1,134</td>
<td>NA</td>
<td>7,943</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Arsenic (Total recoverable)</td>
<td>µg/l</td>
<td>0.02</td>
<td>NA</td>
<td>NA</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Arsenic (Potentially Dissolved)</td>
<td>µg/l</td>
<td>NA</td>
<td>NA</td>
<td>360</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Barium (Total Recoverable)</td>
<td>µg/l</td>
<td>400</td>
<td>NA</td>
<td>1000</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Beryllium (Total Recoverable)</td>
<td>µg/l</td>
<td>4.0</td>
<td>NA</td>
<td>NA</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Cadmium, (Potentially Dissolved)</td>
<td>µg/l</td>
<td>0.67</td>
<td>NA</td>
<td>4.7</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Cadmium, (Total Recoverable)</td>
<td>µg/l</td>
<td>NA</td>
<td>NA</td>
<td>5.0</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Hexavalent Chromium, (Dissolved)</td>
<td>µg/l</td>
<td>11</td>
<td>NA</td>
<td>16</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Chromium (Total)</td>
<td>µg/l</td>
<td>NA</td>
<td>NA</td>
<td>50</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Iron (Total Recoverable)</td>
<td>µg/l</td>
<td>1,000</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Iron (Dissolved)</td>
<td>µg/l</td>
<td>300</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Lead (Potentially Dissolved)</td>
<td>µg/l</td>
<td>4.9</td>
<td>NA</td>
<td>125</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Parameter</td>
<td>Units</td>
<td>30-Day Average</td>
<td>7-Day Average</td>
<td>Daily Max.</td>
<td>Monitoring Frequency</td>
<td>Sample Type</td>
</tr>
<tr>
<td>-----------------------------------</td>
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<td>----------------</td>
<td>---------------</td>
<td>------------</td>
<td>---------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Lead (Total Recoverable), 01114</td>
<td>ug/l</td>
<td>NA</td>
<td>NA</td>
<td>50</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Manganese (Dissolved), 01056</td>
<td>ug/l</td>
<td>255</td>
<td>NA</td>
<td>NA</td>
<td>Weekly</td>
<td>Grab</td>
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<tr>
<td>Manganese (Potentially Dissolved), 01319</td>
<td>ug/l</td>
<td>NA</td>
<td>NA</td>
<td>3,665</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Zinc (Potentially Dissolved), 01303</td>
<td>ug/l</td>
<td>330</td>
<td>NA</td>
<td>380</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Zinc (Total Recoverable), 01054</td>
<td>ug/l</td>
<td>2,000</td>
<td>NA</td>
<td>NA</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>E.Coli*, May through October</td>
<td>Per 100 ml</td>
<td>Report</td>
<td>NA</td>
<td>NA</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Benzenes, 04030</td>
<td>ug/l</td>
<td>2.2</td>
<td>NA</td>
<td>5,300</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Benzo(a)anthracene, 04526</td>
<td>ug/l</td>
<td>0.0038</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Benzo(b)fluoranthene, 01423</td>
<td>ug/l</td>
<td>0.0038</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Benzo(k)fluoranthene, 04242</td>
<td>ug/l</td>
<td>0.0038</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Benzo(a)pyrene, 04247</td>
<td>ug/l</td>
<td>0.0038</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Ethylhexyl phthalate (bis-2) (DEHP), 09100</td>
<td>ug/l</td>
<td>NA</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Chrysene, 04320</td>
<td>ug/l</td>
<td>0.0038</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Indeno(1,2,3-cd)pyrene, 04403</td>
<td>ug/l</td>
<td>0.0038</td>
<td>NA</td>
<td>Report</td>
<td>Weekly</td>
<td>Grab</td>
</tr>
<tr>
<td>Whole Effluent Toxicity (WET), 01040</td>
<td>ug/l</td>
<td>NOEC or IC25 &gt; 100% (daily min)</td>
<td>NA</td>
<td>Quarterly</td>
<td>3 Composites/Test</td>
<td></td>
</tr>
</tbody>
</table>

*Sampling for Oil and Grease is required on a weekly basis regardless if a sheen is visible or not.

* The sum of Hexavalent and Trivalent Chromium cannot exceed 50 ug/l of Total Chromium.

* See the 'geometric mean' definition in the general permit for information on how to calculate the E.Coli geometric mean.

2. Influent Screening Requirements Apply to Internal Orifice 3001 as Outlined in Part 1.B.3 of the Permit

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Parameter Units</th>
<th>30-Day Average</th>
<th>7-Day Average</th>
<th>Daily Max.</th>
<th>Monitoring Frequency</th>
<th>Sample Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base, Neutral, Acids (BNA) Screen 07603</td>
<td>ug/l</td>
<td>Report*</td>
<td>NA</td>
<td>Report*</td>
<td>Quarterly</td>
<td>Grab</td>
</tr>
<tr>
<td>Volatile Organic Compounds (VOC) Screen 01275</td>
<td>ug/l</td>
<td>Report*</td>
<td>NA</td>
<td>Report*</td>
<td>Quarterly</td>
<td>Grab</td>
</tr>
<tr>
<td>Metals Screen 078240</td>
<td>mg/l</td>
<td>Report*</td>
<td>NA</td>
<td>Report*</td>
<td>Quarterly</td>
<td>Grab</td>
</tr>
</tbody>
</table>

*Results for each individual parameter from the screenings do not need to be submitted on the DMRs. Submit copies of the results of the lab analyses for each BNA, VOC, and Metals influent screen.
3. Chemical Usage
In accordance with the Remediation Activities general permit, the addition of any chemicals in the treatment process or waste stream will require notification to and approval from the Division prior to use and subsequent discharge. According to supplemental information provided with the application, no chemicals, other than ion-exchange resins, will be added to the source water or at any point during the treatment process.

Certification is issued 6/18/2012 Effective 6/18/2012 General Permit Expired: 09/30/2016

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

Signed,

Nathan Moore
Construction, MS4, & Pretreatment Unit Manager
Water Quality Control Division
Appendix 2a - RPC 055 - Pricing Summary
### Capital Costs

**RPC 055 - Ex., Dewatering and Backfill, Sewer and Water at Clay Bridge**

#### Environmental Estimation Breakdown Sheet

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond (Direct Cost + Subs + Mark-ups)</td>
<td>% 1.14</td>
<td>2,403,112.00</td>
<td>27,395</td>
<td>2,430,507</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTC - Contingency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTC - Subcontractors</td>
<td>LS 1</td>
<td>349,074</td>
<td></td>
<td>349,074</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTC - Additional Staffing</td>
<td>LS 1</td>
<td>7,034</td>
<td></td>
<td>7,034</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>% 16</td>
<td>2,043,463.00</td>
<td>326,954</td>
<td>2,370,417</td>
<td></td>
<td></td>
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<tr>
<td>DTC - Survey</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTC - Survey</td>
<td>LS 1</td>
<td>17,995</td>
<td></td>
<td>17,995</td>
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<td></td>
</tr>
<tr>
<td>DTC - Site Restoration</td>
<td>LS 1</td>
<td>45,000</td>
<td></td>
<td>45,000</td>
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</tr>
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</table>

#### DTC - Cost Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation Water / Sewer/ Traffic</td>
<td>CY 1,608</td>
<td>25.00</td>
<td></td>
<td>40,200</td>
<td></td>
<td></td>
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<tr>
<td>Structural Backfill</td>
<td>CY 120</td>
<td>25.00</td>
<td></td>
<td>3,000</td>
<td></td>
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</tr>
<tr>
<td>Waterline F&amp;I</td>
<td>LS 1</td>
<td>285,819.56</td>
<td></td>
<td>285,820</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Furnish and Install</td>
<td>LS 1</td>
<td>461,228.00</td>
<td></td>
<td>461,228</td>
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<td></td>
</tr>
<tr>
<td>Clear and Grub</td>
<td>Acre 1.5</td>
<td>7,372</td>
<td></td>
<td>11,058</td>
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#### DTP - Cost Details

<table>
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<tr>
<th>Description</th>
<th>Units</th>
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<th>Rate</th>
<th>Amount</th>
<th>Mark-up</th>
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<tbody>
<tr>
<td>Concessionaire</td>
<td>LS 1</td>
<td>14,000</td>
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<td>14,000</td>
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<tr>
<td>Install Manholes</td>
<td>Each 4</td>
<td>70,000</td>
<td></td>
<td>70,000</td>
<td></td>
<td></td>
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<tr>
<td>Install Storm</td>
<td>54&quot; Storm LS 1</td>
<td>96,600</td>
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#### RPC 055 - Ex., Dewatering and Backfill, Sewer and Water at Clay Bridge

<table>
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<th>Description</th>
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<th>Rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
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<tr>
<td>Site Restoration</td>
<td>LS 1</td>
<td>45,000</td>
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<td>45,000</td>
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</tr>
<tr>
<td>I-76 Slope Paving</td>
<td>LS 1</td>
<td>14,000</td>
<td></td>
<td>14,000</td>
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<td></td>
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<tr>
<td>Sewer Service</td>
<td>LS 1</td>
<td>20,000</td>
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### DTC - Grand Total

<table>
<thead>
<tr>
<th>Description</th>
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<th>Rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTC Direct</td>
<td>LS 1</td>
<td>1,878,835</td>
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<td>1,878,835</td>
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<tr>
<td>DTS Direct</td>
<td>LS 1</td>
<td>9,573</td>
<td></td>
<td>9,573</td>
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<tr>
<td>DTP Direct</td>
<td>LS 1</td>
<td>2,562</td>
<td></td>
<td>2,562</td>
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</table>

### Subtotal for Project Contractor

<table>
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<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTC Bond (0% Mark-up)</td>
<td>27,395</td>
<td></td>
<td></td>
<td>27,395</td>
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<tr>
<td>DTC conting (10% Mark-up)</td>
<td>326,954</td>
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<td></td>
<td>359,649</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
<td>1,524,486</td>
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<td></td>
<td>1,676,935</td>
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<tr>
<td>DTC Subs (0% Mark-up)</td>
<td>366,528</td>
<td></td>
<td></td>
<td>366,528</td>
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<td></td>
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<tr>
<td>DTC direct (5% Mark-up)</td>
<td>2,063,979</td>
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<td>2,167,178</td>
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<tr>
<td>Ltr of Credit (5% Mark-up)</td>
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<td>9,688</td>
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### Subtotal of DTC Directs

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<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTC - Cost Details</td>
<td>LS 1</td>
<td>1,878,835</td>
<td></td>
<td>1,878,835</td>
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<tr>
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<td>LS 1</td>
<td>9,573</td>
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<td>9,573</td>
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<tr>
<td>DTC - Cost Details</td>
<td>LS 1</td>
<td>2,562</td>
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<td>2,562</td>
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</table>

### DTC Grand Total Price

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<th>Units</th>
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<th>Rate</th>
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<th>Mark-up</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>DTC Grand Total Price</td>
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<td>2,430,507</td>
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<td>2,430,507</td>
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</table>
Appendix 2b - Environmental Only - Pricing Summary
# Clay Bridge Environmental

## Capital Costs

**Direct Cost Total =** $1,171,118

**Fixed Fee =** $131,623

**Total =** $1,302,741

### Concessionaire

<table>
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<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit Rate</th>
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<th>Mark-up Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DTP - Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,241,305</td>
<td>$61,436</td>
</tr>
<tr>
<td>DTP direct</td>
<td></td>
<td></td>
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<td>0</td>
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<tr>
<td>Project subcontractors</td>
<td></td>
<td></td>
<td></td>
<td>$1,228,715</td>
<td>$61,436</td>
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<tr>
<td>Project Contractors direct</td>
<td></td>
<td></td>
<td></td>
<td>$5,805</td>
<td>-</td>
</tr>
<tr>
<td>Project Contractors mark ups on</td>
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<td></td>
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<td>$6,785</td>
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### Project Contractor

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
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</thead>
<tbody>
<tr>
<td><strong>DTP</strong></td>
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<td>$7,061</td>
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<td>DTS direct (10% Mark-up)</td>
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</tr>
<tr>
<td>Ltr of Credit (5% Mark-up)</td>
<td></td>
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<td>13.849</td>
<td>$13,849</td>
<td>-</td>
</tr>
<tr>
<td>DTC direct (5% Mark-up)</td>
<td></td>
<td></td>
<td>5,529</td>
<td>$276</td>
<td>$5,805</td>
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<td>DTC direct (5% Mark-up)</td>
<td></td>
<td></td>
<td></td>
<td>$135,701</td>
<td>$6,785</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
<td></td>
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<td></td>
<td>$1,093,014</td>
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</table>

### Subcontractor to Project Contractor

<table>
<thead>
<tr>
<th>Description</th>
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<th>Qty</th>
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<th>Mark-up Total</th>
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</thead>
<tbody>
<tr>
<td>[DTC]</td>
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<td></td>
<td></td>
<td>$1,165,589</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
<td></td>
<td>13</td>
<td>$1,327</td>
<td>$133</td>
<td>$1,460</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
<td></td>
<td>109</td>
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<tr>
<td>DTC direct (10% Mark-up)</td>
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<td>$13,849</td>
<td></td>
<td>$13,849</td>
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<tr>
<td>Subtotal of DTC Directs</td>
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<td></td>
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<td>$124,623</td>
<td>$11,078</td>
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<td>Sub costs (5% Mark-up)</td>
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### Sub-subcontractor

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<tr>
<td>Subcontractors</td>
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## DTP - Cost Details

### Description

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<thead>
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<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit Rate</th>
<th>Amount</th>
<th>Mark-up Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[DTS - Direct Costs]</td>
<td></td>
<td></td>
<td></td>
<td>$1,241,305</td>
<td>$61,436</td>
</tr>
<tr>
<td><strong>DTP direct</strong></td>
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<td>0</td>
<td>0</td>
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<tr>
<td>Project subcontractors</td>
<td></td>
<td></td>
<td></td>
<td>$1,228,715</td>
<td>$61,436</td>
</tr>
<tr>
<td>Project Contractors direct</td>
<td></td>
<td></td>
<td></td>
<td>$5,805</td>
<td>-</td>
</tr>
<tr>
<td>Project Contractors mark ups on</td>
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<td>$6,785</td>
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</table>

### DTS - Cost Details

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<thead>
<tr>
<th>Description</th>
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<th>Qty</th>
<th>Unit Rate</th>
<th>Amount</th>
<th>Mark-up Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[DTS Direct Costs]</td>
<td></td>
<td></td>
<td></td>
<td>$1,241,305</td>
<td>$61,436</td>
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<td>$276</td>
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</table>

**SUBTOTAL "DTS direct (5% Mark-up)"** | $5,529 | $276 | $5,805

**SUBTOTAL "DTS direct (10% Mark-up)"** | $ - | $ - | $ -
### DTC - Cost Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
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<td>Tom Warner - Professional Labor</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
<td></td>
<td>$1,327</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL “DTC direct (10% Mark-up)”</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,327</td>
<td>$133</td>
<td>$1,460</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Disposal - (Bridge Excavation)</td>
<td>TN</td>
<td>3,555</td>
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<td>$95,807</td>
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<tr>
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<td>30</td>
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<td>$15,000</td>
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<td>Permit Application and Prep.</td>
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<td>Asbestos Sampling / Monitoring</td>
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<td></td>
<td></td>
<td>$52,048</td>
<td></td>
<td>$1,093,014</td>
</tr>
<tr>
<td><strong>SUBTOTAL “DTC Subcontractors (5% Mark-up)”</strong></td>
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<td></td>
<td></td>
<td>$1,040,966</td>
<td>$52,048</td>
<td>$1,093,014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
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<tbody>
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<td>Contingency % 10%</td>
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<tr>
<td><strong>10% Mark-up</strong></td>
<td></td>
<td></td>
<td></td>
<td>$10,945</td>
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<td>$120,392</td>
</tr>
<tr>
<td><strong>SUBTOTAL “DTC - Contingency” (5% Mark-up)”</strong></td>
<td></td>
<td></td>
<td></td>
<td>$109,447</td>
<td>$10,945</td>
<td>$120,392</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Qty</th>
<th>Unit rate</th>
<th>Amount</th>
<th>Mark-up</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond (Direct Cost + Subs + Mark-ups)</td>
<td>%</td>
<td></td>
<td>$1,214,866.08</td>
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<tr>
<td><strong>0% Mark-up</strong></td>
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<td></td>
<td>$13,849</td>
<td></td>
<td>$13,849</td>
</tr>
<tr>
<td><strong>SUBTOTAL “DTC direct (0% Mark-up)”</strong></td>
<td></td>
<td></td>
<td></td>
<td>$13,849</td>
<td></td>
<td>$13,849</td>
</tr>
</tbody>
</table>

**DTC GRAND TOTAL PRICE** $1,228,715
Know what's
To be completed by Denver Water
Typical Trench Section

NOTES:
1. Minimum cover to be 4 ft deep over street pipe.
2. Minimum to be placed of crushed rock as specified in the section of the standard and protection of other:
   A. Utilities shall be protected by such means as specified in the section of the standard.
3. Pipe shall be seated prior to placing the covers of the pipe at least two inches from the axis of the pipe.
4. Covers over pipe shall be built up in at least three难怪 to at least three inches from the axis of the pipe.
5. Covers over pipe shall be built up in at least three难怪 to at least three inches from the axis of the pipe.
6. Pipe shall be seated prior to placing the covers of the pipe at least two inches from the axis of the pipe.
7. Covers over pipe shall be built up in at least three难怪 to at least three inches from the axis of the pipe.

Special bedding for landfill detail
Know what's
Know what’s
R...
EXHIBIT "A"
CLAY STREET COMMUNITY TRAIL AND OUTFALL SYSTEM ACCESS
EASEMENT NO. 1
Date: February 11, 2015
DESCRIPTION

Clay Street Community Trail and Outfall System Access Easement No. 1 of the RTD Gold Line Corridor Commuter Rail Project, being GL-5A REV2 as described at Reception No. 2012000037579 recorded May 24, 2012 in the Adams County Clerk and Recorder’s Office, located in the Southwest Quarter of Section 9, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being additionally described as follows:

COMMENCING at the West Quarter Corner of said Section 9 (being a found 3-¼” aluminum cap stamped “COLO DEPT OF HIGHWAYS T3S R68W S8 S9 ¼ 1988 PLS 20160”), WHENCE the Center Quarter Corner of said Section 9 (being a found 3-¼” aluminum cap stamped “Flatirons Surveying T3S R68W C1/4 Sec 9 1996 LS 16406”) bears S89°57’48”E a distance of 1335.49 feet (basis of bearing – assumed); THENCE S18°41’56”E a distance of 395.26 feet to the westerly line of Disner Subdivision, recorded July 21, 1978 in File 14, Map 415 at Reception No. B145125, and the POINT OF BEGINNING;

THENCE the following four (4) courses coincident with the westerly, northwesterly and southeasterly lines of said GL-5A REV2:

1) N00°11’46”E a distance of 27.86 feet;
2) N47°04’10”E a distance of 0.94 feet;
3) N55°04’08”E a distance of 126.58 feet;
4) S45°59’57”W a distance of 145.36 feet to the POINT OF BEGINNING.

Containing 1,460 square feet, (0.034 Acres), more or less.

Prepared by:
Kenneth W. Carlson PLS #24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240
RTD Gold Line Corridor Commuter Rail
Adams County, Colorado
SW 1/4 Sec. 9, T3S, R68W, 6th P.M.

Exhibit "A" - Clay Street Community Trial
and Outfall System Access Easement No. 1

This exhibit does not represent a
monumented survey and is intended only
to depict the attached property description.
EXHIBIT “A”
CLAY STREET COMMUNITY TRAIL AND OUTFALL SYSTEM ACCESS
EASEMENT NO. 2
Date: February 11, 2015
DESCRIPTION

Clay Street Community Trail and Outfall System Access Easement No. 2 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of PE-5A as described at Reception No. 201200037580 recorded May 24, 2012 in the Adams County Clerk and Recorder’s Office, located in the Southwest Quarter of Section 9, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 9 (being a found 3-¼” aluminum cap stamped “COLO DEPT OF HIGHWAYS T3S R68W S8 S9 ¼ 1988 PLS 20160”), WHENCE the Center Quarter Corner of said Section 9 (being a found 3-¼” aluminum cap stamped “Flatirons Surveying T3S R68W C1/4 Sec 9 1996 LS 16406”) bears S89°57′48″E a distance of 1335.49 feet (basis of bearing – assumed);

THENCE S18°41′56″E a distance of 395.26 feet to the southwesterly corner of GL-5A REV2 as described at Reception No. 201200037579 recorded May 24, 2012 in said office, and the POINT OF BEGINNING;

THENCE N45°59′57″E coincident with the southeasterly line of said GL-5A REV2 a distance of 145.36 feet;
THENCE N55°04′08″E coincident with the southeasterly line of the I-76 right-of-way a distance of 279.87 feet;
THENCE S51°20′49″E a distance of 20.85 feet;
THENCE S55°04′08″W coincident with a line 20.00 feet southeasterly of and parallel with said southeasterly right-of-way line a distance of 284.18 feet;
THENCE S45°59′57″W coincident with a line 20.00 feet southeasterly of and parallel with said southeasterly line of GL-5A REV2 a distance of 163.22 feet;
THENCE N00°11′46″E coincident with the westerly line of said PF-5A a distance of 27.90 feet to the POINT OF BEGINNING.

Containing 8,726 square feet (0.200 Acres), more or less.

Prepared by
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240
DRIVEWAY AND ACCESS ROAD
EASEMENT AGREEMENT

THIS DRIVEWAY AND ACCESS ROAD EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 24th day of May, 2012, by and between Patrick Henry Disner and Kathleen I. Disner ("Grantors"), with a mailing address of 15301 Pless Drive, Brighton, CO 80601 and the REGIONAL TRANSPORTATION DISTRICT ("Grantee"), a political subdivision of the State of Colorado with a mailing address of 1600 Blake Street, Denver, CO 80202-1399 (individually, a "Party" and collectively, the "Parties").

Subject to and in accordance with the terms, covenants and conditions contained in this Agreement, and in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. GRANT. Grantor hereby grants to Grantee, its heirs, successors and assigns, a non-exclusive, permanent easement (the "Easement") for the purposes of (i) the reconstruction and reorientation of a driveway by Grantee (the "Driveway") (ii) vehicular and pedestrian ingress and egress to and from West 60th Avenue across the Driveway to Grantee's transit corridor, including without limitation a parcel of land as described and/or depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantee's Property"); and (iii) vehicular and pedestrian ingress and egress to and from West 60th Avenue across the Driveway to current and future utility easements in the vicinity of the Southerly right-of-way line of I-76, all on certain real property owned by Grantor and described on the attached Exhibit B-1 (the "Driveway Easement") and Exhibit B-2 (the "Access Easement") (collectively, the "Premises"), together with all appurtenances thereto, and together with the right to enter upon the Premises and upon so much of the adjoining land of Grantor as may be reasonably required to install and construct the Driveway and to utilize the Access Easement (the "Use"). Grantor shall have no maintenance obligations of the Driveway and reconstruction of the Driveway shall not include any seeding, reseeding, planting, replanting, mowing or landscaping. The Easement shall be an easement appurtenant to Grantee's Property, shall run with the land, and shall inure to the benefit of Grantee's heirs, successors and assigns, subject to the conditions set forth herein. Grantor shall maintain the Driveway in good order, condition and repair, in compliance with all laws and regulations and free of mechanics' or materialmen's liens. All costs associated with Grantor's use of the Driveway, including without limitation reconstruction, repair, maintenance, landscaping, snow removal, and use by third parties shall be borne by Grantor.

II. RESERVED RIGHTS. Grantor retains the right to use and occupy the Premises insofar as such use and occupancy is consistent with and does not impair the Grantee's Use of the Easement.

III. COVENANTS. Grantor covenants and agrees that, as of the date hereof, Grantor is well seized of the property underlying the Premises, and has full power and authority to grant and convey the Premises, and that the Premises is free and clear of all former grants, bargains, sales, liens, delinquent taxes or assessments, or any other encumbrances or restrictions of any kind. Grantor hereby warrants title in the Premises to RTD, its successors and assigns, against the claims and demands of any persons lawfully claiming the same. Grantor covenants and agrees that no building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that would interfere with the Use is now or may be placed, erected, installed or permitted on the Premises; and further covenants and agrees that in the event of any violation of the terms of this covenant, such violation will be corrected and eliminated immediately upon receipt of notice from Grantee, and Grantee shall have the right to
correct and eliminate such violation in which event the Grantor, its administrators, legal representatives, successors and assigns, shall promptly reimburse Grantee for the actual costs thereof.

IV. ASSIGNMENT. The Easement, or any part thereof or interest therein, may be assigned by Grantee without the prior consent of Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Agreement.

GRANTORS:

Patrick Henry Disner

Kathleen I. Disner

Date: 5/24/12

STATE OF COLORADO

COUNTY OF Adams

The foregoing instrument was acknowledged before me this 24th day of May, 2012, by Patrick Henry Disner and Kathleen I. Disner.

Witness my hand and official seal.

My commission expires:

MICHELE A SPENCER
NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 11/2/2014

Notary Public
ATTACHMENT 4

Exhibit K to the IGA

Lowell Boulevard Crossing

[attached]
Refer to Exhibit B, sheet 2, for design information regarding the sidewalk as part of the Adams County widening project.
ATTACHMENT 5

Exhibit L-1 and L-2 to the IGA

West 60th Avenue Improvements and Federal Requirements

1) Exhibit L-1: West 60th Avenue Improvements

2) Exhibit L-2: Federal Requirements

[attached]
ADAMS COUNTY DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE OF PROPOSED
WEST 60TH AVENUE REALIGNMENT
FEDERAL BOULEVARD TO THE RTD GOLD LINE FEDERAL STATION

ADAMS COUNTY PROJECT NO. IMP2014-000##
ADAMS COUNTY, COLORADO

DESIGN DATA

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<th>ROADWAY</th>
<th>MAJOR STRUCTURE</th>
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</tbody>
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DATE

35 MPH
0.5% / 4%
225' - 250'
225' - 250'

STA 100+00
BEGIN PROJECT

ADAMS COUNTY APPROVED FOR BID:
DIRECTOR OF TRANSPORTATION

CONTACTS

COUNTRY ENGINEER: ADAMS COUNTY
4460 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO  80601
GREG LABRIE, PE
720-523-6824

CIVIL ENGINEER: HUITT-ZOLLARS
4582 S. ULSTER STREET #240
DENVER, CO 80237
BRIAN McLAREN, PE
303-740-7325

REFER TO SHEET FOR UTILITY OWNERS.

CONTACTS

ADAMS COUNTY ENGINEER:
4460 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO  80601
720-523-6824

ADAMS COUNTY CIVIL ENGINEER:
HUITT-ZOLLARS
4582 S. ULSTER STREET #240
DENVER, CO  80237
303-740-7325

PROJECT DESIGN EXCEPTIONS

NONE AS OF THIS PROGRESS SET
NONE KNOWN AT THIS TIME

N/A

PROJECT MANAGER

CONTACTS

COUNTY ENGINEER:
ADAMS COUNTY
4460 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO  80601
GREG LABRIE, PE
720-523-6824

CIVIL ENGINEER:
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ADAMS COUNTY CIVIL ENGINEER:
HUITT-ZOLLARS
4582 S. ULSTER STREET #240
DENVER, CO 80237
303-740-7325

REFER TO SHEET FOR UTILITY OWNERS.
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## Standard Plans List

### General

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### M&S Standards Plans List

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## Progress Print

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## General Standards Plans List

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<th>Title</th>
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## All of the M&S Standards Plans, as Supplemented and Revise, Apply to This Project Indicated by a Marked Box, Will be Attached to the Plans.
GENERAL NOTES


2. In the event that there is any discrepancy between the accompanying drawings and the text of this specification, the drawings shall govern in accordance with the contract documents.

3. All plans and contract documents, including the drawings, shall be interpreted in accordance with the International Legal Standard Conventions (ILSC), the Uniform Commercial Code (UCC), and the Uniform Customs and Practices for Documentary Credits. In the event of any conflict, the provisions of the ILSC, UCC, and UCP shall govern.

4. The Adams County Standard Specifications and Conditions of Contract for Municipal Improvements, and the specifications and conditions of contract for the specific project, shall govern. Any deviation from these plans and specifications shall be subject to the approval of the project owner, or duly authorized representative.

5. The contractor shall furnish all necessary permits, licenses, and approvals required by law or regulation for the performance of the work under this contract.

6. The contractor shall be responsible for complying with all applicable laws, regulations, and ordinances, including those related to environmental protection, health, safety, and the protection of the public.

7. The contractor shall be responsible for all costs, damages, and liabilities incurred in connection with the performance of the work under this contract, including but not limited to those related to the repair or replacement of property, loss of life or personal injury, and property damage.

8. The contractor shall maintain all work areas and facilities from water, at all times and facilities subjected to flooding, shall be promptly drained and restored at no cost to the owner.

9. The contractor shall limit construction activities to those areas within the limits of disturbance as shown on the plans and specifications. Any deviation beyond these limits shall be reduced to the original condition by the contractor at his own expense. Construction shall be limited to the areas designated and shown on the plans and specifications.

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T 3S, R 68W, 6TH PM

SUMMARY OF APPROXIMATE QUANTITIES
PROJECT
ITEM NO.

CDOT
ITEM #

DESCRIPTION

201-00000
202-00033
202-00037
202-00200
202-00220
202-00240
202-00500
202-01000

CLEARING AND GRUBBING
REMOVAL OF PIPE
REMOVAL OF END SECTION
REMOVAL OF SIDEWALK
REMOVAL OF ASPHALT MAT (INC'L SAW CUT)
REMOVAL OF ASPHALT MAT (PLANING)
REMOVAL OF PORTIONS OF PRESENT STRUCTURE (PIPE)
REMOVAL OF FENCE

LS
EA
EA
SY
SF
SF
EA
LF

9
10
11

203-00010
203-00060
203-01597

UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)
EMBANKMENT MATERIAL (COMPLETE IN PLACE)
POTHOLING

CY
CY
HR

950
4,350
40

12
13
14

206-00000
206-00100
206-00520

STRUCTURE EXCAVATION
STRUCTURAL BACKFILL (CLASS 1)
FILTER MATERIAL (CLASS B)

CY
CY
CY

578
476
44

15
16
17
18
19
20

208-00002
208-00020
208-00045
208-00050
208-00070
208-00205

EROSION LOG (12-INCH)
SILT FENCE
CONCRETE WASHOUT STRUCTURE
STORM DRAIN INLET PROTECTION
VEHICLE TRACKING PAD
EROSION CONTROL SUPERVISOR

LF
LF
EA
EA
EA
HR

300
4,720
1
10
2
156

21
22
23
24
25
26
27
28
29

210-00001
210-00010
210-00050
210-00810
210-00810
210-01011
210-01050
210-01199
210-04050

RESET STRUCTURE [IRRIGATION CONTROL DEVICE]
RESET MAILBOX STRUCTURE
RESET FIRE HYDRANT
RESET GROUND SIGN
RESET ELECTRICAL PULL BOX
RESET GATE
RESET CHAIN LINK FENCE
RESET GUARDPOST
ADJUST VALVE BOX (WATER)

EA
EA
EA
EA
EA
EA
LF
EA
EA

1
10
1
8
1
7
470
6
4

30
31
32

212-00006
213-00002
216-00021

SEEDING (NATIVE)
MULCHING (WEED FREE HAY)
SOIL RETENTION BLANKET (CLASS 1)

AC
AC
SY

1.5
1.5
3,580

1.5
1.5
3,580

33

304-06007

AGGREGATE BASE COURSE (CLASS 6) [DRIVEWAYS, 12" THICK]

436

436

34
35
36

403-32741
403-33741
403-34741

HOT MIX ASPHALT GRADING SG (75) (PG 64-22) [DRIVEWAYS, 4" THICK]
HOT MIX ASPHALT GRADING S (75) (PG 64-22)
HOT MIX ASPHALT GRADING SX (75) (PG 64-22)

TON
TON
TON

55
1,230
878

55
1,230
878

37

411-10216

EMULSIFIED ASPHALT (SLOW SETTING)

GAL

812

812

38

504-03500

MECHANICALLY STABILIZED EARTH RETAINING BLOCK WALL

SF

245

245

39

506-00412

SOIL RIPRAP (12 INCH) [STORM DRAIN]

CY

36

36

40
41
42

601-01050
601-40300
602-00020

CONCRETE CLASS B (WALL)
STRUCTURAL CONCRETE COATING
REINFORCING STEEL (EPOXY COATED)

CY
SY
LBS

157
293
12,300

157
293
12,300

43
44
45
46
47
48
49
50
51
52
53
54
55
56

603-01125
603-01155
603-01185
603-01185
603-01245
603-01245
603-01305
603-01365
603-05012
603-05015
603-05018
603-05024
603-05030
603-05036

12" RCP (CLASS IV) COMPLETE IN PLACE)
15" RCP (CLASS IV) (COMPLETE IN PLACE)
18" RCP (CLASS IV) (COMPLETE IN PLACE)
18" RCP PCC COLLAR
24" RCP (CLASS IV) (COMPLETE IN PLACE)
24" RCP PCC COLLAR
30" RCP (COMPLETE IN PLACE)
36" RCP (COMPLETE IN PLACE)
12" RCP FLARED END SECTION (COMPLETE IN PLACE)
15" RCP FLARED END SECTION (COMPLETE IN PLACE)
18" RCP FLARED END SECTION (COMPLETE IN PLACE)
24" RCP FLARED END SECTION (COMPLETE IN PLACE)
30" RCP FLARED END SECTION (COMPLETE IN PLACE)
36" RCP FLARED END SECTION (COMPLETE IN PLACE)

LF
LF
LF
EA
LF
EA
LF
LF
EA
EA
EA
EA
EA
EA

52
96
1,360
1
430
1
213
49
2
1
8
1
1
1

52
96
1,360
1
430
1
213
49
2
1
8
1
1
1

TO

DKIM

Drawn By:

DKIM

R-

Initials:

DKIM

R-

Last Modification Date:

03/07/2014

Initials:

DKIM

R-

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R-

C3D 2011

Units:

English

R-

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Index of Revisions

02/26/2014

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V
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PREPARED BY:

4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
PHONE: (303) 453-8800

PLAN

AS CONST

AS
CONST.

1
4
3
100
6,670
42,164
6
563

R
E
F
E
R

PREPARED FOR:

CONTACT: GREG LABRIE, PE

AS CONST

PLAN

1
2
3
4
5
6
7
8

Creation Date:
Drawing File Name:

LOWELL BLVD.
PLAN
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4
3
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6,670
42,164
6
563

Computer File Information
Designed By:

UNIT

4582 S. Ulster St. Ste 240
Phone (303) 740-7325
CONTACT: BRIAN McLAREN, PE

PROGRESS
P R I N T
Denver, CO 80237
Fax (303) 224-9997

950
4,350
40
578
476
44
300
4,720
1
10
2
156
1
10
1
8
1
7
470
6
4

W. 60TH AVENUE & CLEAR CREEK

Know what's

Project No. / Code

ROADWAY AND CHANNEL REALIGNMENT

ADAMS COUNTY:
HUITT-ZOLLARS: R300869.01

SUMMARY OF
APPROXIMATE QUANITITES

Sheet Name

AS OF 07/18/2014

N O T F O R
CONSTRUCTION

Sheet Number

G005
5


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SUMMARY OF APPROXIMATE QUANTITIES

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Computer File Information

Index of Revisions

W. 60TH AVENUE & CLEAR CREEK
ROADWAY AND CHANNEL REALIGNMENT
SUMMARY OF APPROXIMATE QUANTITIES

NOT FOR CONSTRUCTION
STA 105+00 TO 108+95.96, RT. ~REQ'D PCC SIDEWALK (6-INCH)

STA 108+10.03 TO 108+95.96 ~REQ'D SQUARED RADIUS CROSSPAN, PER ADCO STD. TYPICAL CROSSPAN.

STA 108+71.19 TO 108+81.64 ~REQ'D CURB RAMP, PER ADCO STD DET. RADIUS RETURN W/ APRON, TYPE 1.

STA 105+00 TO 110+60 ~REQ'D CURB AND GUTTER TYPE 2 (SECTION II-B).

STA 105+00 TO 108+66.73, LT. ~REQ'D PCC SIDEWALK (6-INCH)

STA 108+66.73 TO 108+83.72, LT. ~REQ'D MID BLOCK RAMP PER ADCO STD DWG MID BLOCK RAMP

STA 105+00 TO 111+00, LT. & RT. ~REQ'D HIGH STRENGTH GEOTEXTILE FABRIC

~REQ'D R-40 STRUCTURAL FILL

~REQ'D HMA (GR S) (75) (PG64-22)

~REQ'D HMA (GR SX) (100) (PG76-28) [TOP LIFT]

REF: SHEET C200 AND GEOTECHNICAL INVESTIGATION FOR ADDITIONAL REQUIREMENTS
CONSTRUCTION NOTES
ACCESS TO SHORING AS NEEDED DURING CONSTRUCTION SEQUENTIALITIES SHALL BE PROVIDED DURING ALL PHASES OF CONSTRUCTION. SHORING PLANS ARE TO BE STAMPED BY A COLORADO REGISTERED PROFESSIONAL ENGINEER. SHORING SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN ITEM 601 - CONCRETE CLASS B (WALL).

THE CONTRACTOR SHALL MAINTAIN TRAFFIC ON EXISTING ROADS DURING CONSTRUCTION OF WALLS BY USE OF SHORING OR OTHER MEANS NECESSARY. SHORING SHALL BE DESIGNED BY THE CONTRACTOR. METHOD OF SHORING AND DESIGN SHALL BE SUBMITTED TO RTD PRIOR TO EXCAVATION. PAYMENT FOR SHORING SHALL BE INCLUDED IN THE WORK.

THE CONTRACTOR SHALL NOTIFY ADAMS COUNTY 5 WORKING DAYS IN ADVANCE OF BEGINNING EXCAVATION.

UTILITY NOTES
THE EXCAVATION WORK ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE, OR ALL-INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. ALL COSTS OF REPAIR, REPLACEMENT, OR PROTECTION NOT SPECIFICALLY DETAILLED IN THE PLANS SHALL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 AT LEAST 3 DAYS PRIOR INCLUDING THE DAY OF NOTIFICATION PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

DEMOLITION OR CONSTRUCTION OF ANY UTILITIES FOR PURPOSES OF RETAINING WALL CONSTRUCTION SHALL BE SUPERVISED WITH UTILITIES PLAN.

Pipes and Utility Penetrations shall be wrapped with 1/2" expansion Joint filler material.

REFER TO RETAINING WALL TYPICAL SECTION AND DETAILS SHEET 5.7.2 FOR CONSTRUCTION OF WALL AROUND EXISTING STORM DRAIN.

ABBREVIATIONS

SUMMARY OF APPROXIMATE QUANTITIES

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KEY NOTES
- GEOTEXTILE FABRIC SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN ITEM 504.
- REFER TO TABULATION OF CURB, GUTTER AND SIDEWALK FOR SIDEWALK (SPECIAL) QUANTITIES.
17. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A STATE OF COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) GENERAL PERMIT APPLICATION (GPA) APPROVAL AND DCD PREMISES AND ROADWAY CONSTRUCTION PERMIT PRIOR TO COMMENCEMENT OF WORK. THIS CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK AREAS IN A CLEAN AND ORDERLY FASHION. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION WASTE FROM THE SITE AND FOR THE MAINTENANCE OF ALL WORK AREAS IN A CLEAN AND ORDERLY FASHION PRIOR TO THE ISSUANCE OF A COMPLETION CERTIFICATE. CONTRACTOR SHALL SUBMIT A COPY OF THIS PERMIT APPLICATION TO THE STATE PRIOR TO RECEIVING A GENERAL PERMIT APPLICATION APPROVAL FROM CDPHE. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK AREAS IN A CLEAN AND ORDERLY FASHION PRIOR TO THE ISSUANCE OF A COMPLETION CERTIFICATE AND CONTRACTOR SHALL SUBMIT A COPY OF THIS PERMIT APPLICATION TO THE STATE PRIOR TO RECEIVING A GENERAL PERMIT APPLICATION APPROVAL FROM CDPHE.

18. MODIFICATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PLAN BY THE CONTRACTOR, OR THEIR AUTHORIZED AGENTS, SHALL REQUIRE TIMELY NOTICE OF APPROVAL AND CONFORMANCE TO THE TERMS OF THIS DOCUMENT. THE MODIFICATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PLAN BY THE CONTRACTOR, OR THEIR AUTHORIZED AGENTS, SHALL REQUIRE TIMELY NOTICE OF APPROVAL AND CONFORMANCE TO THE TERMS OF THIS DOCUMENT.

19. CONTRACTOR IS RESPONSIBLE FOR FILING A STATE OF COLORADO COMPLIANCE NOTICE. CONTRACTOR SHALL FILE THE合い QUARTERLY PERIODIC REPORTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF COLORADO, CDPHE, AND THE CITY. CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COPY OF THE REPORTS ON A TIMELY BASIS.

20. APPROVED EROSION AND SEDIMENT CONTROL "BEST MANAGEMENT PRACTICES" (BMP) SHALL BE MAINTAINED AND KEPT IN GOOD CONDITION. SHOULD ANY BMP BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A COMPLETION CERTIFICATE, CONTRACTOR SHALL REPLACE SUCH BMP IN THE MOST EFFECTIVE MANNER POSSIBLE AND AT minimal cost to the Contractor. CONTRACTOR SHALL FILE A COPY OF THE REPORTS ON A TIMELY BASIS.


27. THE CONTRACTOR SHALL MAINTAIN A COMPLETE FILE OF ALL EROSION CONTROL RECORDED DATA ASSOCIATED WITH THE PROJECT AND THE THREE YEARS FOLLOWING THE COMPLETION OF THE PROJECT.


29. THE CONTRACTOR SHALL MAINTAIN A COMPLETE FILE OF ALL EROSION CONTROL RECORDED DATA ASSOCIATED WITH THE PROJECT AND THE THREE YEARS FOLLOWING THE COMPLETION OF THE PROJECT.


### Tabulation of Storm Drainage System

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#### Miscellaneous

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#### Project Totals

- **Total elevation changes:**
  - I-40A-R: 0.50
  - I-30A-R: 0.50
  - I-40B-L: 0.50
  - FES-10: 0.50
  - FES-40: 0.50
  - FES-30: 0.50
  - FES-20: 0.50
  - MH-10: 0.50
  - I-10B-L: 0.50

#### Index of Revisions

- **Date:** 03/07/2014
- **Description:**
  - Inlet
  - Manhole
  - Elevation
  - Storm Drainage Pipe
  - Soil Repair/Buried
  - Miscellaneous

#### AutoCAD Version

- **Version:** CSD 2011

#### Computer File Information

- **Creation Date:** 03/07/2014
- **Description:**
  - Sheet Name: C600
  - Sheet Number: 60
- **AutoCAD Version:** CSD 2011
STORM DRAINAGE
PLAN & PROFILE
WATER QUALITY ORIFICE PLATE AND TRASH RACK DETAIL

DIRECTIONS TO PREPARE SHOP DRAWINGS FOR ALL STRUCTURE HARDWARE AND FIXTURES.

OUTLET STRUCTURES THAT ARE TALLER THAN 5' REQUIRE A SPECIAL STRUCTURAL DESIGN.

NOTES:
1. KEEP SCREEN AND GRATE CLEAN.
2. UNAUTHORIZED MODIFICATION OF THIS OUTLET IS A CODE VIOLATION.
3. A SIGN WITH A MINIMUM AREA OF 0.75 SQUARE FEET SHALL BE ATTACHED TO THE OUTLET OR POSTED NEARBY WITH THE FOLLOWING MESSAGE:
"WARNING UNAUTHORIZED MODIFICATION OF THIS OUTLET IS A CODE VIOLATION"
ADAMS COUNTY: HUITT-ZOLLARS:
PROJECT:
ROADWAY AND CHANNEL REALIGNMENT

DESIGNED BY: DRAWN BY: DERM:
CREATION DATE: 02/26/2014 INITIALS: DERM:
LAST MODIFICATION DATE: 02/26/2014 INITIALS: DERM:
DRAWING FILE NAME: SHEET16901-PL900-CXS.DWG
AUTOCAD VERSION: C3D 2011 UNITS: ENGLISH

W. 60TH AVENUE & CLEAR CREEK
ROADWAY AND CHANNEL REALIGNMENT

NOT FOR CONSTRUCTION

ROADWAY CROSS SECTIONS

Sheet Name C904
Sheet Number 94
EXHIBIT L-2

FEDERAL REQUIREMENTS

The County shall comply with and perform its obligations under Section 7.12 (Federal Station) of this IGA, and (where relevant) shall require each of its consultants, contractors and their respective subcontractors to perform their respective obligations under Section 7.12 (Federal Station) this IGA in accordance with, the following requirements.

1. **FEDERAL REQUIREMENTS APPLICABLE TO ARCHITECTURAL AND ENGINEERING CONTRACTS AND SUBCONTRACTS**

1.1 **Disadvantaged Business Enterprises Requirements**

In accordance with Section 3 of this Exhibit.

1.2 **Incorporation of FTA Terms**

The provisions of this IGA include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the IGA provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 01, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the IGA. The County shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

1.3 **Federal Changes**

All applicable FTA regulations, policies, procedures and directives, including those listed directly in or referred to in the current FTA Master Agreement, as may be amended or promulgated from time to time during the term of this IGA.

1.4 **No Government Obligation to Third Parties**

The County acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the IGA or the solicitation or award of the underlying contracts or subcontracts, absent the express written consent by the Federal Government, the Federal Government is not a party to this IGA or such contracts and subcontracts and shall not be subject to any obligations or liabilities to RTD, the County, or any other party (whether or not a party to the IGAs or other contracts) pertaining to any matter resulting from the IGA.

1.5 **Selection of Architects and Engineers (Brooks Act)**

All applicable provisions of 40 U.S.C. § 1101, et seq. The County shall use competitive proposal procedures based on the Brooks Act when contracting for architectural and engineering services as defined in 40 U.S.C. § 1101.
1.6 Debarment

1.7 Lobbying

1.8 Program Fraud and False or Fraudulent Statements and Related Acts

1.9 Civil Rights
(a) 49 U.S.C. § 5332 (Nondiscrimination in Federal Public Transportation Programs);

(b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 CFR Part 21;

(c) All applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and any Federal regulations that prohibit discrimination on the basis of sex that may be applicable;


(f) All equal employment opportunity provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal implementing regulations and any subsequent amendments thereto, except to the extent FTA determines otherwise in writing, and any applicable Federal equal employment opportunity directives that may be issued from time to time; and

(g) All applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity", as
amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity", 42 U.S.C. § 2000e, and also with any Federal laws, regulations, and directives that may in the future affect construction undertaken as part of the project.

1.10 **Fly America Requirements**


1.11 **Access Requirements For Persons With Disabilities**

(a) 49 U.S.C. § 5301(d);

(b) All applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. § 794;

(c) The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*; and


1.12 **Energy Conservation Requirements**

(a) All applicable mandatory energy efficiency standards and policies within applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*; and

(b) The Requirements of FTA regulations, "Requirements for Energy Assessments", 49 CFR Part 622, Subpart C.

1.13 **Clean Water Requirements**

All applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The County shall report all violations thereof to RTD, to FTA and to the appropriate Environmental Protection Agency Regional Office.

1.14 **Clean Air Requirements**

All applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*

The County shall report all violations to RTD, to FTA and to the appropriate Environmental Protection Agency Regional Office.
1.15 **Access to Records and Reports**

(a) For a period of three years following final payment, the County shall maintain, preserve and make available to RTD, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of the County which are directly pertinent to this work for the purposes of making audits, examinations, excerpts and transcriptions. The County also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to County’s records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

(b) The County shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this work. This right of examination shall include inspection at all reasonable times of the County’s offices engaged in performing the work.

(c) If this Contract is completely or partially terminated, the County shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The County shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to work until such appeals, litigation, or claims are finally resolved.

1.16 **Seismic Safety Requirements**


2. **Federal Requirements Applicable to Construction Contracts and Subcontracts**

2.1 **Disadvantaged Business Enterprises Requirements**

In accordance with Section 3 of this Exhibit.

2.2 **Incorporation of FTA Terms**

The provisions of this IGA include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the IGA provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 01, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the IGA. The County shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.
2.3 FTA regulations and policies

All applicable FTA regulations, policies, procedures and directives, including those listed directly in or referred to in the current FTA Master Agreement, as may be amended from time to time during the term of this IGA.

2.4 No Government Obligation to Third Parties

The County acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the IGA or the solicitation or award of the underlying contracts or subcontracts, absent the express written consent by the Federal Government, the Federal Government is not a party to this IGA or such contracts and subcontracts and shall not be subject to any obligations or liabilities to RTD, the County, or any other party (whether or not a party to the IGAs or other contracts) pertaining to any matter resulting from the IGA.

2.5 Debarment


2.6 Lobbying


2.7 Program Fraud and False or Fraudulent Statements and Related Acts


2.8 Civil Rights

(a) 49 U.S.C. § 5332 (Nondiscrimination in Federal Public Transportation Programs);

(b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 CFR Part 21;

(c) All applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and any Federal regulations that prohibit discrimination on the basis of sex that may be applicable;

on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR Part 90;


(f) All equal employment opportunity provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal implementing regulations and any subsequent amendments thereto, except to the extent FTA determines otherwise in writing, and any applicable Federal equal employment opportunity directives that may be issued from time to time; and


2.9 Fly America Requirements


2.10 Access Requirements For Persons With Disabilities

(a) 49 U.S.C. § 5301(d);

(b) All applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. § 794;

(c) The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq.; and


2.11 Energy Conservation Requirements

(a) All applicable mandatory energy efficiency standards and policies within applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.; and

(b) The Requirements of FTA regulations, "Requirements for Energy Assessments", 49 CFR Part 622, Subpart C.

2.12 Clean Water Requirements
All applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The County shall report all violations thereof to RTD, to FTA and to the appropriate Environmental Protection Agency Regional Office.

2.13 Clean Air Requirements

All applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

The County shall report all violations to RTD, to FTA and to the appropriate Environmental Protection Agency Regional Office.

2.14 Contract Work Hours and Safety Standards Act

All applicable requirements of the Contract Work Hours and Safety Standards Act 40 U.S.C. 3702 et seq., and all applicable implementing regulations.

2.15 Seismic Safety Requirements


2.16 Recycled Products

All requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended by 42 U.S.C. 6962, including the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2.17 Buy America

49 U.S.C. 5323(j) and 49 CFR Part 661. The County shall obtain Buy America certifications from each contractor, supplier and vendor and shall provide copies of such certifications to RTD.

2.18 Cargo Preference Requirements

All applicable requirements of 42 U.S.C. 1241 and 46 CFR 381.

2.19 Access to Records and Reports.

(a) For a period of three years following final payment, the County shall maintain, preserve and make available to RTD, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of the County which are directly pertinent to this work for the purposes of making audits, examinations, excerpts and transcriptions. The County also agrees, pursuant to 49
CFR 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to County’s records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

(b) The County shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this work. This right of examination shall include inspection at all reasonable times of the County’s offices engaged in performing the work.

(c) If this Contract is completely or partially terminated, the County shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The County shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to work until such appeals, litigation, or claims are finally resolved.

2.20 Davis-Bacon and Copeland Anti-Kickback Acts

The provisions of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 and any rulings and interpretations issued by the Secretary of the United Stated Department of Labor.

(a) Davis-Bacon –

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as Annex 1 and made a part of this IGA, regardless of any contractual relationship which may be alleged to exist between the County and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified...
for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the County and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the County and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the County, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the County shall either pay the benefit as stated in the wage determination or shall pay another bona
(iv) If the County does not make payments to a trustee or other third person, the County may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the County, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the County to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the County under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the County or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, RTD may, after written notice to the County, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.** (i) Payrolls and basic records relating thereto shall be maintained by the County during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the County shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The County, if employing apprentices or trainees under approved programs, shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The County shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Transit Administration if the agency is a
party to the contract, but if the agency is not such a party, the County will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The County is responsible for the submission of copies of payrolls by all subcontractors. The County and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the contract, but if the agency is not such a party, the County will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration, the County, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the County or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the County or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The County or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the County or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the County, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** — (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the County as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the County is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the County’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the County will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees**. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed
pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the County will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The County shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The County or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as RTD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The County shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of this IGA, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the
Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the County (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) The County certifies that neither it (nor he or she) nor any person or firm who has an interest in the County’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(b) Contract Work Hours and Safety Act Provisions –

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (which terms are expanded to include watchmen and guards by 29 CFR 5.5(b)) shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the County and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the County and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the County or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) **Subcontracts.** The County or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The County shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the County or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the County or subcontractor for inspection, copying, or transcription by authorized representatives of RTD and the Department of Labor, and the County or subcontractor will permit such representatives to interview employees during working hours on the job.

3. **Disadvantaged Business Enterprises Programs**

(a) The County shall comply with all requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (“DBEs”) in Department of Transportation Financial Assistance Programs. The goal for participation of DBEs is 25%.

(b) The County shall not discriminate on the basis of race, color, national origin, or sex in the performance of this IGA. RTD’s commitment to the DBE goal is not intended to, and shall not be used as a justification to, discriminate against any qualified company or group of companies.

(c) The County shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted IGA. Failure by the County to carry out these requirements is a material breach of this IGA, which may result in the termination of this IGA or such other remedy as RTD deems appropriate. Each subcontract for the work include the assurance in this paragraph in accordance with 49 CFR 26.13(b).

(d) The County shall cooperate with RTD with regard to maximum utilization of DBEs and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for subcontract Work under this IGA. The County shall assist RTD in verifying compliance with the DBE requirements of this IGA by submitting the forms attached as Annex 2. Upon completion of the work, the County shall submit a summary of payments, by subcontract, made to all subcontractors to RTD’s Business Opportunity and Outreach Officer.

(e) **Prompt Payment of DBE Subcontractors**
The County shall ensure that:

(i) its contractor shall pay its DBE subcontractors for satisfactory performance of their contracts, as that concept is described in 49 C.F.R. 26.29(c), no later than 30 days from receipt of each payment a duly submitted invoice for payment, regardless of whether such the County has been paid for such invoice;

(ii) approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee subcontractor within ten days of receipt of invoice by the contractor; and

(iii) the contractor makes prompt and full payment of any retainage kept by contractor to its DBE subcontractors within 30 days after such DBE’s work has been satisfactorily completed.

(f) Defaulting DBE Subcontractors/Termination of Subcontracts

(i) The County must ensure that no DBE subcontractor performing work related to this IGA is terminated without RTD’s prior written consent, which RTD is prohibited from providing unless the County has shown good cause, as that term is described in 49 C.F.R. 26.53(f)(3), to terminate the DBE subcontractor.

(ii) The County will follow the notice and opportunity for response identified in 49 C.F.R. 26.53(f)(4) and (5). The County shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

(g) RTD will follow the procedures set forth in 49 CFR. 26.53 and Appendix A to 49 CFR Part 26 in determining whether the County has demonstrated good faith efforts in meeting the DBE Goals.

(h) The County shall submit at least monthly a participation report (a DBE Participation Report) in the form set out in Annex 2. At the completion of the work, the County shall submit to RTD a summary of payments made to all DBEs.
Annex 1

Wage Determinations Applicable to the Work

<table>
<thead>
<tr>
<th>Element of the Work</th>
<th>Wage Determination to be Applied</th>
</tr>
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<tbody>
<tr>
<td>Roadway</td>
<td>Roadway (Adams County) – General Decision Number: CO100014 10/08/2010 CO14 (see attached)</td>
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General Decision Number: CO100014 10/08/2010  CO14

Superseded General Decision Number: CO20080014

State: Colorado

Construction Type: Highway


HIGHWAY CONSTRUCTION PROJECTS

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<td>08/06/2010</td>
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<tr>
<td>4</td>
<td>10/08/2010</td>
</tr>
</tbody>
</table>

ELEC0012-005 06/01/2009

PUEBLO COUNTY

Rates Fringes
ELECTRICIAN (Excluding traffic signal installation)

Electrical work where the total cost is $150,000 or less.......................$ 22.85 10.79
Electrical work where the total cost is over $150,000.$ 27.00 10.91

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Zone 1..............................$ 23.83 13.75%+4.75
Zone 2..............................$ 26.83 13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

* ELECO068-012 06/01/2010

ADAMS, ARAPAHOE, BOULDER, BROOMEFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes
ELECTRICIAN (Excluding
traffic signal installation).....$ 31.60
TRAFFIC SIGNALIZATION:
Traffic Signal Installation
  Zone 1 .....................$ 23.83  13.75%+4.75
  Zone 2 .....................$ 26.83  13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

--------------------------------------------------------------------------------
EL PASO COUNTY

Rates             Fringes

ELECTRICIAN .....................$ 28.80   3%+13.10
TRAFFIC SIGNALIZATION:
Traffic Signal Installation
  Zone 1 .....................$ 23.83  13.75%+4.75
  Zone 2 .....................$ 26.83  13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

--------------------------------------------------------------------------------
MESA COUNTY

Rates             Fringes

ELECTRICIAN (Excluding traffic signal installation).....$ 20.31   8.92
TRAFFIC SIGNALIZATION:
Traffic Signal Installation
  Zone 1 .....................$ 23.83  13.75%+4.75
  Zone 2 .....................$ 26.83  13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

----------------------------------------------------------------

Power equipment operators:
- Asphalt Screed.............. $ 23.67 9.22
- Bituminous or Asphalt
- Spreader/Laydown Machine.... $ 23.67 9.22
- Bulldozer................... $ 23.67 9.22
- Crane: 50 tons and under... $ 23.82 9.22
- Crane: 51 to 90 tons....... $ 23.97 9.22
- Crane: 91 to 140 tons...... $ 24.12 9.22
- Crane: 141 tons and over... $ 24.88 9.22
- Drill Operator: William
- MF/Watson 2500 only........ $ 23.97 9.22
- Grader.Blade: Rough....... $ 23.67 9.22
- Loader: Barber Green, etc.
- & Up to and including 6 cubic yards........ $ 23.67 9.22
- Loader: Mechanic/Welder (heavy duty). . $ 23.97 9.22
- Loader: Over 6 cubic yards.. $ 23.82 9.22
- Mechanic and/or Welder (Includes heavy duty & combination mechanic and
  welder):.................... $ 26.12 9.22
- Oiler....................... $ 22.97 9.22
- Power Broom: 70 HP and over.$ 23.67 9.22
- Power Broom: Under 70 HP... $ 22.97 9.22
- Roller (excluding dirt & soil compaction): Self-propelled, all types over
  5 tons...................... $ 23.67 9.22
- Roller (excluding dirt & soil compaction): Self-propelled, rubber tires
  under 5 tons................ $ 23.32 9.22
- Scraper: Single bowl
  including pups 40 cubic yards and tandem bowls and
  over........................ $ 23.97 9.22
- Scraper: Single bowl under
  40 cubic yards.............. $ 23.82 9.22
- Trackhoe.................... $ 23.82 9.22

----------------------------------------------------------------

LAB00086-002 05/01/2009
Laborers:
Asphalt Laborer/Raker,
Common Laborer & Concrete
Laborer/Mason Tender........$ 18.68    6.78
----------------------------------------------------------------
SUC02001-003 12/20/2001

Rates Fringes

BRICKLAYER.......................$ 15.55    2.85

Carpenters:
Form Work (Excluding Curbs
& Gutters)......................$ 16.54    3.90
All Other Work................$ 16.61    3.88

Concrete Finisher/Cement Mason...$ 16.05    3.00

Ironworkers:
Bridge Rail (Excludes
Guardrail)......................$ 18.22    6.01
Reinforcing....................$ 16.69    5.45

Laborers:
Fence Erector (Includes
fencing on bridges).........$ 13.02    3.20
Form Work (Curbs &
Gutters only).................$ 11.85    3.45
Guardrail Erector
(Excludes bridgerail)........$ 12.89    3.20
Landscape and Irrigation
Laborer.........................$ 12.26    3.16
Pipe layer....................$ 13.55    2.41
Striping Laborer (Pre-form
layout and removal of
pavement markings)..........$ 12.62    3.21
Traffic and Sign Laborer
(Sets up barricades and
cones, and installs
permanent signs).........$ 12.43    3.22
Traffic Director/Flagger....$  9.55    3.05

Painters:
Brush...........................$ 16.94    2.10
Spray...........................$ 16.99    2.87

Power equipment operators:
Backhoes........................$ 16.54    4.24
Bobcat/Skid Loader............$ 15.37    4.28
Compactor - Dirt & Soil
Only................................$ 16.70    3.30
Concrete Pump Operator.......$ 16.52    4.30
Drill Operator: All except
William MF/ Watson 2500....$ 16.74    2.66
Forklift.........................$ 15.91    4.09
Post Driver/Punch Machine...$ 16.07    4.41
Rotomill Operator............$ 16.22    4.41
Tractor.........................$ 13.13    2.95
TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Groundman
    Class C........................$ 11.44    3.25

Truck drivers:
    Floats-Semi Truck..........$ 14.86    3.08
    Multipurpose Truck-
    Specialty & Hoisting.......$ 14.35    3.49
    Pickup Truck (Includes
    Pilot and Sign/Barricade
    Truck)....................$ 13.93    3.68
    Single Axle Truck.........$ 14.24    3.77
    Truck Mechanic.............$ 16.91    3.01

----------------------------------------------------------------

TEAM0435-002 05/01/2000

Rates Fringes

Truck drivers:
    Distributor Truck.........$ 15.80    5.27
    Dump Truck: Over 14 cubic
    yards to and including 29
    cubic yards................$ 15.27    5.27
    Dump Truck: Over 29 cubic
    yards to and including 79
    cubic yards...............$ 15.80    5.27
    Dump Truck: Over 79 cubic
    yards.....................$ 16.45    5.27
    Dump Truck: To and
    including 6 cubic yards &
    over 6 cubic yards to and
    including 14 cubic yards;
    Water Truck...............$ 14.93    5.27
    Low Boy Truck.............$ 17.25    5.27

----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

================================================================

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
# Annex 2 – DBE Forms

**PRIME CONTRACTOR MONTHLY REPORT OF DBE/SBE PARTICIPATION**

**Form E Report**

**Contract Information:**
- Original Contract Value: 
- Change Orders Values: 
- Final Contract Value: 
- Total Payments Received To Date: 
- Payments Received This Month: 
- Start Date: 
- Completion Date: 

**Contract Duration:**
- Project Ref. No.: 
- Report for Month of: 
- Name and Location of Project: 
- Name and Address of Prime Contractor: 

Respond "Yes" or "No" to the questions below:

- Did your firm or an affiliate rent or lease equipment to a DBE/SBE?
- Did any DBE/SBE utilize employees (or former employees) of your firm or an affiliate?
- Did any DBE/SBE subcontract any portion of its work to a non-DBE/SBE since the last report?
- Has the scope of work or subcontract amount changed for any DBE/SBE since the last report?

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Project Task</th>
<th>CERT #</th>
<th>Original Contract Amount</th>
<th>Original Contract %</th>
<th>Payment This Month</th>
<th>Previous Payments</th>
<th>Total Payments</th>
<th>Pending C.O.'s Amount and Date</th>
<th>Overall Work Completed %</th>
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**TOTAL**

| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

**Comments:**

Prime Contractor:

Compliance Officer: 

Signature:

By signing this form, I personally and on behalf of the contractor affirm that the information presented in this document is truthful, accurate, complete and not misleading.

**SEEB COMPLETED FORM TO:**
Regional Transportation District – 1069 Blake Street, Denver, Colorado 80202
If you need assistance in filling out the form, please contact Mr. Karen Sharp at (303) 392-3111.
**Annex 2 – DBE Forms**

**SCHEDULE OF DBE SUBCONTRACTOR PARTICIPATION**

**NAME OF CONTRACTOR:**

Regarding: Adams County/RTD Intergovernmental Agreement for the design and construction of the 60th Avenue Improvements.

Total cost of the DBE work: US$________________________

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF DBE</th>
<th>TYPE OF WORK (ELECTRICAL, PAVING, ETC.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED BY DBE</th>
<th>PROJECTED START &amp; COMPLETION DATES FOR DBE</th>
<th>AGREED PRICE TO BE PAID TO DBE</th>
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</table>

1. A current DBE certification for each listed DBE must accompany this enclosure. Failure to provide proof of current DBE certification for any or all listed DBEs will eliminate such listed DBE’s participation, and work performed by such DBE will not count towards satisfaction of the DBE goal. If additional pages are required to list all contracted DBEs, photocopy this enclosure as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE goal as follows:

   (i) materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE goals; and

   (ii) materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE goals.
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Regarding: Adams County/RTD Intergovernmental Agreement for the design and construction of the 60th Avenue Improvements.

The undersigned (the Contractor) intends to engage the undersigned DBE to perform work in connection with the RTD IGA pursuant to a contract (the DBE Contract) between the Contractor and the DBE as [check one]:

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

<table>
<thead>
<tr>
<th>Item</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
<th>COST</th>
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</table>

_____ % of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE contractors and/or non-DBE suppliers.

NAME OF CONTRACTOR

________________________

SIGNATURE

TITLE

DATE

NAME OF DBE

________________________

SIGNATURE

TITLE

DATE
Annex 2 – DBE Forms

SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The County is required to make copies of this form, send a copy with their initial contact to each contractor and subcontractor (both DBEs and non-DBEs and require each contractor and subcontractor to return a completed form with its bid.

Firm Name:

Firm Address (Office Reporting):

Status as a DBE or Non-DBE (check one):

DBE_____ Non-DBE _____

Annual Gross Receipts of the Firm: (check one):

U.S.$0 to U.S.$500,000_____ U.S.$500,000 to U.S.$1,000,000_____ U.S.$1 Million to U.S.$5 Million_____


Age of the firm: ______

Signature: _______________________________________________________________

Name: _______________________________________________________________

Title: _______________________________________________________________

Date: _______________________________________________________________

RTD – AdCo Gold Line Corridor/NWES LAC IGA dated June 2, 2011
EMPLOYER CERTIFICATION OF WORKFORCE

The undersigned certifies that he/she is legally authorized to make the statements and representations contained in this report and that the statements and representations contained herein are true and correct to the best of his/her knowledge and belief.

Firm Name:

Signature: _________________________________________________________________

Name: 

Title: 

Date of Execution: ___________________________________________________________

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by Federal, State or local law. All specified data are required to be filled in by law. Current utilization as of ________________:
## Annex 2 – DBE Forms

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Total Employees in Establishment</th>
<th>M = Male</th>
<th>F = Female</th>
<th>M</th>
<th>F</th>
<th>M</th>
<th>F</th>
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<tr>
<td></td>
<td>Total Employees Including Minorities</td>
<td>Total Male Employes Including Minorities</td>
<td>Total Female Employees Including Minorities</td>
<td>Black Americans</td>
<td>Hispanic Americans</td>
<td>Native Americans</td>
<td>Asian-Pacific Americans</td>
<td>Subcontinent Asian Americans</td>
<td>Other</td>
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<td>Officials &amp; Managers</td>
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<td>Laborers (unskilled)</td>
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</table>
DESCRIPTION OF JOB CATEGORIES

**Officials and Managers** – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

**Professionals** – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

**Technicians** – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

**Sales** – Occupations engaging wholly or primarily in selling.

**Office and clerical** – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

**Craft Worker (skilled)** – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

**Operatives (semi-skilled)** – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Laborers (unskilled)** – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

**Service Workers** – Workers in both protective and unprotective service occupations.

RACE/ETHNIC IDENTIFICATION

**White (not Hispanic origin)** – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East

**Black Americans (not Hispanic origin)** – All persons having origins in any of the Black racial groups of Africa

**Hispanic Americans** – All persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or
Portuguese culture or origin, regardless of race

*Asian-Pacific Americans* – All persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong

*Subcontinent Asian Americans* – All persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

*Native American* – All persons having origins in any of the original peoples of North America, including American Indians, Eskimos, Aleuts, or Native Hawaiians
DBE UNAVAILABILITY CERTIFICATION

I, __________________________________________, __________________________,
Name                        Title
of ___________________________________________ (Contractor), certify that
Contractor made the following efforts to meet the DBE goal on the Adams
County/RTD Intergovernmental Agreement for the design and construction of the
60th Avenue Improvements:

[please attach any additional efforts that do not fit on this form]

▪ A Contractor representative attended the pre-bid meeting. Yes ______ No ______

▪ Newspaper Advertisement Log: (attach copies of ads)

<table>
<thead>
<tr>
<th>Newspaper/Publication</th>
<th>Type of Publication</th>
<th>Dates of Advertisement</th>
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▪ Selected portions of the work to be performed by DBEs

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<thead>
<tr>
<th>Work Categories</th>
<th>Type of Bid (Subcontractor or Supplier)</th>
<th>Contractor’s Estimated Budget</th>
<th>Additional Comments</th>
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▪ Made efforts to assist interested DBEs in obtaining bonding, lines of credit,
insurance or any necessary equipment, supplies, materials, etc.
Annex 2 – DBE Forms

- [List any specific offers made]

- Solicited the following DBEs

<table>
<thead>
<tr>
<th>Date Contacted</th>
<th>Name of DBE Firm</th>
<th>Contact Person</th>
<th>Phone #</th>
<th>Work Category</th>
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</table>

- Followed up with initial contacts

<table>
<thead>
<tr>
<th>Date</th>
<th>Name of DBE</th>
<th>Phone #</th>
<th>Bidding (Yes or No)</th>
<th>Additional Comments</th>
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- Contacted the following other agencies, organizations in recruitment of DBEs including RTD:

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<tr>
<th>Date</th>
<th>Organization</th>
<th>Phone #</th>
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As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the DBE goals.

Signature: _______________________________

Date: _________________________
ATTACHMENT 6

Exhibit M to the IGA

Clear Creek Federal Station Changes

[attached]
ATTACHMENT 7

Exhibit N to the IGA

Clear Creek • Federal Station Utility Matrix

[attached]
### GOLD LINE UTILITY MATRIX

**Note:** Changes to the PLANS and/or MATRIX are highlighted in yellow

**Abbreviations:**
- CRT: Commuter Rail Transit
- C/F: Cut/Fill
- OH: Overhead
- ELT: Electric Transmission
- PH: Pothole
- G: Gas
- PNR: Park-n-Ride
- SS: Sanitary Sewer
- UG: Underground
- W: Water
- UO: Utility Owner
- PBN: Proposed Burlington Northern

**UTILITY IN CONFLICT WITH PROPOSED RESOLUTION**

<table>
<thead>
<tr>
<th>Utility ID No.</th>
<th>UTILITY TYPE</th>
<th>UTILITY OWNER</th>
<th>UTILITY LOCATION</th>
<th>UTILITY COMPANY ESTIMATE</th>
<th>RTD INTERNAL ESTIMATE</th>
<th>CHANGES ACTUAL COST</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Utility ID No.</th>
<th>UTILITY TYPE</th>
<th>UTILITY OWNER</th>
<th>UTILITY LOCATION</th>
<th>UTILITY COMPANY ESTIMATE</th>
<th>RTD INTERNAL ESTIMATE</th>
<th>CHANGES ACTUAL COST</th>
</tr>
</thead>
</table>

**DESIGN**

- **DRAL:** Design Work Order
- **Const:** Work Order

**CONSTRUCTION**

- **PRE** Construction Start Date
- **Const** Completion Date

**UTILITY COMPANY**

- **Estimate**

**CONFLICT DATA AND RESOLUTION**

<table>
<thead>
<tr>
<th>CARRIER FACILITY</th>
<th>APPROX. STA</th>
<th>Parallel (P), Xing (X)</th>
<th>APPROX. STREET LOCATION</th>
<th>Overhead (OH), or Underground (UG)</th>
<th>CONSTRUCTION RTD COST</th>
</tr>
</thead>
</table>

**UTILITY TRACKING**

- **Utility ID No.**
- **Utility Type**
- **Utility Owner**
- **Design**

**UTILITY IN CONFLICT WITH PROPOSED RESOLUTION**

- **Notes on Detail Information**
- **Notes on Relocation**
- **Estimated Completion Date**
- **DRAL (Date)**
- **Design Work Order (Date)**
- **Const Work Order (Date)**
- **CRAL (Date)**
- **No Conflict Form (Date)**
- **As Build (Date)**

**TO BE FILLED OUT BY CONCESSIONAIRE**

- **Concessionaire Tracking**
- **Conflict Data and Resolution**

**UTILITY TRACKING**

- **Utility ID No.**
- **Utility Type**
- **Utility Owner**
- **Design**
ATTACHMENT 8

Exhibit O-1 and O-2 to the IGA

Temporary Construction Easements

1) Exhibit O-1: County TCE
2) Exhibit O-2: DTP TCE

[attached]
THIS TEMPORARY CONSTRUCTION EASEMENT is made this [●] day of [●], 20[●] (this “Easement”), by and between the Regional Transportation District, a political subdivision of the State of Colorado (“Grantor” or “RTD”) and Adams County, a county of the State of Colorado, organized pursuant to Article XIV, Section 18(2)(a) and Article XX of the Colorado Constitution and Section 29-1-201 et seq., Colorado Revised Statutes, as amended (“Grantee”) (individually a “Party” and collectively, the “Parties”).

RTD and Grantee are party to Amendment No. 2 to the Gold Line Corridor and Northwest Electrified Segment Local Agency Contribution Intergovernmental Agreement dated [●], which contemplates the execution of this Easement by the Parties.

Subject to and in accordance with the terms, covenants and conditions contained in this Easement, and in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PREMISES. Grantor owns a parcel of land in Adams County, Colorado, (the “Property”) and Grantee desires to use a portion of the Property (the “Premises”) for the purposes indicated herein. The Premises are identified as Adams County Conveyance 1-Rev2 and those portions of GL6 and GL 6AREV1 that are north of Adams County Conveyance 1-Rev 2 on Exhibit A attached hereto and incorporated herein by this reference.

II. GRANT. Grantor hereby grants a revocable, nonexclusive, nontransferable, temporary easement to Grantee, its contractors, agents and assigns to use the Premises subject to and in accordance with the terms, covenants and conditions of this Easement.

III. TERM. The term of this Easement shall commence at [●] [a.m./p.m.] on [●], 20[●] and automatically terminate upon dedication of the Improvements as public right of way, unless sooner terminated (the “Term”).

IV. PERMITTED USE. Grantor hereby grants permission to Grantee to use, on a temporary basis for the Term of this Easement, the Premises to construct a roadway for public purposes in accordance with Exhibit B (the “Improvement(s)”), attached and incorporated herein. Installation of the Improvement(s) shall not interfere with the right of Grantor and its contractors to implement improvements on the RTD Property or the right of Grantor and its contractors to access the RTD Property across the Premises nor interfere with existing utilities or other facilities installed on or adjacent to the Property. Grantor shall retain all rights in and usage of the Premises. Permission for the Grantee or its contractors to traverse the property of any other property-owners or interest-holders is the sole responsibility of Grantee. Procurement of any applicable regulatory permission or consent is the sole responsibility of Grantee. Grantee shall ensure that each contractor and subcontractor performing any activities on behalf of Grantee on the Property shall provide to RTD a fully executed contractor right of entry agreement (“Contractor ROE”) in the form attached hereto and incorporated herein as Exhibit C, along with all supporting
documentation required therein. Grantee shall maintain the Premises in a clean, neat and sanitary condition, and properly and promptly dispose of all litter and debris.

V. HAZARDOUS SUBSTANCES. Grantee shall, at its sole cost, perform the management, removal, disposal or remediation (as applicable) of solid and hazardous materials encountered on the RTD Property. Grantee shall ensure that each contractor and subcontractor performing any activities on behalf of Grantee on the Property shall comply with Section 4 of the Contractor ROE.

VI. INSURANCE. Grantee shall require its contractor(s) to obtain and maintain insurances in accordance with the requirements of the Contractor ROE. Grantee shall furnish to RTD, in a form satisfactory to RTD, a copy of said policies or certificates indicating that such insurance has been issued.

VII. TOOLS AND EQUIPMENT. Grantee shall promptly remove all tools, equipment and materials from the Premises upon completion of Improvement(s) and restore the Premises to substantially the same state and condition as when entered upon.

VIII. CONDITION OF PREMISES. Grantee acknowledges that it has inspected the Premises and finds the Premises to be suitable. Grantee hereby waives all warranties (express or implied) as to the suitability of Premises.

IX. SURRENDER. At the expiration or earlier termination of this Easement, Grantee shall promptly quit and surrender the Premises in a condition deemed to be reasonably satisfactory to RTD. If all or any portion of Premises is not vacated at the end of the Term, RTD shall be and is hereby authorized to remove from the Premises and store, at the expense of Grantee, all goods, wares, merchandise and property of any kind or description (collectively, the “Goods”) which may be then occupying all or any portion of the Premises. All removal and/or storage charges must be paid to RTD by Grantee before the Goods will be released to Grantee. In any event, RTD may dispose of any the Goods as it sees fit after the expiration of thirty (30) calendar days from the end of the Term. RTD shall not be liable for any damage to or loss of the Goods sustained either during the removal, storage and/or disposal of same and RTD is hereby expressly released from any and all claims for any such loss or damage. This Section shall survive expiration or earlier termination of this Easement.

X. APPLICABLE LAWS; VIOLATION. Grantee shall use and occupy the Premises in a safe and careful manner and shall comply with all applicable ordinances and resolutions of the County in which the Premises is situated, the laws of the State of Colorado and of the United States of America, and all other rules of governmental authorities as may be in force and effect during the Term. If at any time the use of the Premises by Grantee violates said applicable ordinances or laws, Grantee shall either cease and desist from continuing such use or shall surrender the Premises upon demand by Grantor.

XI. ADDITIONAL GRANTEES. Grantee understands and agrees that during the Term, facilities on the Property may be used by the public or otherwise, and Grantee shall conduct its work so as not to unreasonably interfere with such other uses.
XII. ASSIGNMENT AND SUBLETTING. Neither this Easement nor any interest herein may be assigned by Grantee, voluntarily or involuntarily, by operation of law or otherwise. In addition, Grantee agrees that it will not sublet the Premises, or any part thereof, or any interest therein, without the prior written consent of Grantor. No assignment or subletting shall release Grantee from any responsibility or liability hereunder. Any subletting or assignment in violation of this Section shall be null and void.

XIII. GRANTOR EQUIPMENT. Grantee shall not use Grantor equipment, tools or furnishings located in or about Premises without prior approval by Grantor.

XIV. INDEMNIFICATION AND WAIVER. Grantee shall ensure that Grantee’s contractors and subcontractors provide the indemnification required by Section 2 of the Contractor ROE. Grantee hereby waives and releases all claims against the parties indemnified therein, with respect to all matters for which RTD has disclaimed liability pursuant to this Easement. This Section shall survive expiration or earlier termination of this Easement.

XV. BREACH. Any failure of Grantee to fulfill any of Grantee’s obligations hereunder shall constitute a breach of this Easement and subject Grantee to immediate termination of the Easement.

XVI. NOTICES. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice in accordance with this Section:

Grantor:
Assistant General Manager, Capital Programs
1560 Broadway, Suite 700
Denver, Colorado 80202

Grantee:
County Administrator
4430 South Adams County Parkway
Brighton, Colorado 80601

with a copy to:
General Counsel
1600 Blake Street, BLK-23
Denver, CO  80202

XVII. ENTIRE AGREEMENT. This Easement, together with Section 2.4 of the Amendment, incorporated herein by reference, represents the entire agreement between the Parties regarding the Easement.

XVIII. AMENDMENTS TO EASEMENT. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by the Grantor and Grantee.

XIX. WAIVER, SEVERABILITY. The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party’s right to demand strict compliance with the terms and conditions of this Easement. If any provision of this Easement is held to be unenforceable for any reason, its
unenforceability shall not affect the remainder of this Easement, which shall remain in full
force and effect and enforceable in accordance with its terms.

XX. GOVERNING LAW AND LEGAL EFFECT. This Easement shall be interpreted and
enforced according to the laws of the State of Colorado. This Easement runs with the
land and the benefits and burdens thereof inure to the benefit of and without further
action become binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Easement:

GRANTEE:
ADAMS COUNTY

By: __________________________             __________
Name: __________________________
Title: __________________________

GRANTOR:
REGIONAL TRANSPORTATION DISTRICT:

By: __________________________            __________

APPROVED AS TO LEGAL FORM:

By: __________________________            __________
Marla Lien
General Counsel

Date
Exhibit A

to

Form of Adams County Temporary Construction Easement

Premises

[to be attached]
Exhibit B

to

Form of Adams County Temporary Construction Easement

Improvements

[to be attached]
Exhibit C

to

Form of Adams County Temporary Construction Easement

Contractor Right of Entry Agreement
EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT

CONTRACTOR’S RIGHT OF ENTRY AGREEMENT

This right of entry agreement ("Agreement") is made [●] by and between the Regional Transportation District, a political subdivision of the State of Colorado ("RTD" or "Licensor"), 1560 Broadway, Suite 650, Denver, Colorado 80202 and [name of Contractor] ("Contractor"), with an address of [contractor address] ("Contractor"), RTD and Adams County (the "County") are parties to a certain Temporary Construction Easement dated [●] (the "Easement") whereby RTD granted a license to enter upon a portion of the RTD Property, as that term is defined in the Easement, for the purposes described in the Easement.

Denver Transit Partners, LLC ("DTP") leases the RTD Property for purposes of designing, constructing, operating and maintaining the Gold Line commuter rail line on behalf of RTD.

The County has employed Contractor and requested RTD to permit Contractor to perform the work on the Premises, as that term is defined in the Easement, and RTD is agreeable thereto, subject to the following terms and conditions.

In consideration of the permission of RTD for Contractor to enter upon the Premises between RTD and the County, Contractor hereby agrees as follows:

SECTION 1
THE LICENSE

Permission to enter upon the Premises is granted solely for purposes of Contractor performing work under the Easement. Contractor shall comply with all terms of the Easement applicable to its work on the Premises. Contractor specifically acknowledges and agrees that DTP has the full right and authority to enforce, and to cause Contractor to come into compliance with, the terms of this Agreement.

SECTION 2
LIABILITY

Contractor shall, and shall contractually require its contractors to, indemnify, defend and hold harmless Licensor and its officers, directors, employees, agents and contractors; and Denver Transit Partners, LLC and its officers, directors, employees, agents and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys’ fees, court costs and judgments) arising out of or caused by Contractor’s and/or its contractors’ use of the Premises or the RTD Property hereunder, including, but not limited to, Environmental Damages. It is the intention of the parties hereto that the indemnity from Contractor to Licensor provided for in this section indemnifies RTD, its officers, directors, and

Exhibit C to Temporary Construction Easement
employees for their 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, directors or employees. In the event of any 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 Contractor's obligations hereunder. The provisions of this paragraph shall survive the termination, in whole or in part, of the license granted under this Agreement.

SECTION 3
INSURANCE

A. Contractor shall procure and maintain, and shall require that any contractors and subcontractors procure and maintain, the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

1. 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 $5,000,000.00 bodily injury liability and property damage liability, combined single limits.

2. Workers’ Compensation and Employers’ Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of the Contractor and its contractors as determined by the Workers’ Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer’s right of subrogation against RTD for payments made to or on behalf of employees of the Contractor. Employer’s Liability Insurance shall provide coverage for limits of not less than $500,000.

3. Prior to entry upon, above or adjacent to RTD’s property, Contractor agrees to furnish RTD with a certificate of insurance for itself and for each of its contractor(s)’ policy(ies). Contractor shall provide 30 days’ advance notice of cancellation of the policy by Registered or Certified mail.

4. Each such comprehensive general and automobile liability certificate shall have the following endorsements attached thereto:

   a) An endorsement naming each of RTD and Denver Transit Partners, LLC additional insured;

   b) An endorsement providing for contractual liability coverage for liability assumed by the Contractor under this Agreement;

   c) A Broad Form Property Damage endorsement; and

Exhibit C to Temporary Construction Easement
d) 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 hereunder 
on account of occurrences during the policy period, the excess policy, if any, 
referred to in the certificate shall (1) in the event of reduction, apply as excess of 
the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue 
in force as though it were primary insurance.

B. Liability of Contractor under this section shall not be limited to coverage provided under 
said insurance policies.

C. Only those contractors and subcontractors of Contractor whose operations are covered by 
insurance will be authorized to work upon or about the Premises or the RTD Property.

SECTION 4
ENVIRONMENTAL OBLIGATIONS

A. For purposes of this “Environmental Obligations” section, the terms “Activity” and 
“Activities” shall include any action or omission of Contractor, and/or the subsidiaries, 
affiliates, agents, contractors, employees, successors or assigns of Contractor.

B. No Hazardous Material on Property. Except in strict compliance with all Environmental 
Requirements, Contractor shall not cause, permit or suffer any Hazardous Material (defined 
below) to be brought upon, treated, kept, stored, disposed of, discharged, released, 
produced, manufactured, generated, refined or used upon, about or beneath the RTD 
Property or any portion thereof by Contractor, its agents, employees, contractors, tenants 
or invitees, or any other person.

C. No Violations of Environmental Requirements. Contractor, in performing the Activities shall 
not cause, permit or suffer the existence or the commission by Contractor, its agents, 
employees, contractors, or invitees, of a material violation of any Environmental 
Requirements upon, about or beneath the RTD Property or any portion thereof.

D. No Environmental or Other Liens. Contractor, in performing the Activities, shall not create 
or suffer to exist with respect to the RTD Property, or permit any of its agents (including, 
but not limited to, contractors) 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.

E. For purposes of this Agreement, “Hazardous Material(s)” means any and all substances, 
chemicals, wastes, or other materials now or from time to time hereafter:

1. defined as hazardous substances or hazardous wastes pursuant to the Comprehensive 
Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) 
(CERCLA), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

Exhibit C to Temporary Construction Easement
2. characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation or disposal is required or regulated, under any and all Laws for the protection of the environment, human health and safety, including without limitation CERCLA, RCRA, the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) and/or the Colorado Hazardous Waste Act (§ 25-15-311 et seq., Colorado Revised Statutes); the Colorado Solid Waste Act (§ 30-20-100.5 et seq., C.R.S); the Colorado Water Quality Control Act (§ 25-8-101 et seq., Colorado Revised Statutes), Colorado Air Pollution Prevention and Control Act (§ 25-7-101 et seq., Colorado Revised Statutes), Title 8 Article 20.5, Colorado Revised Statutes and any federal, state or local regulations and associated guidance promulgated thereunder; or

3. otherwise posing a present or potential risk to human health, welfare or the environment,

   including, without limitation, asbestos, flammable, explosive, corrosive or radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including without limitation, crude oil or any component thereof), and petroleum-based products, paints and solvents; lead, cyanide, DDT and other pesticides, and polychlorinated biphenyls.

4. "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, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

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

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

5. "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately
defeated, and of any good faith settlement of judgment related to Activities, of whatever kind of nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys’ fees and disbursements and consultants’ fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:

a) Damages for personal injury, or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;

b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonable necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys’ fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

c) Liability to any third person or governmental agency to indemnify such person or agency for cost expended in connection with the items referenced in subparagraph (b) herein.

SECTION 5
SUBCONTRACTORS

All of the limitations and obligations imposed upon the Contractor pursuant to this Agreement shall be to apply with equal force and effect to any of Contractor’s sub-contractors (together “subcontractors”) performing any work on or about the RTD Property. The Contractor shall be primarily liable and responsible to Licensor for all acts or omissions of any sub-contractor employed upon or about the RTD Property pursuant hereto. Nothing herein contained shall be construed to preclude the Licensor from proceeding against the Contractor and any sub-contractor individually or collectively. Only those subcontractors whose operations are covered by the insurance provisions hereof will be authorized to work upon the property of Licensor. In the event that any sub-contractor does not have its own insurance coverage as set forth in Section 3, hereof, Contractor shall cause such sub-contractor to be a named insured under Contractor’s policies set forth in Section. No sub-contractor shall be permitted entry upon Licensor’s property until proof of sub-Contractor’s coverage required by Section 3 and this section is submitted to Licensor, and approved by Licensor’s Risk Manager.
SECTION 6
DIGGING OR BORING

Prior to performing any digging or boring activities on the Premises, the Contractor shall determine if a telecommunications system or other utility is buried anywhere on or about the Premises in the location where Contractor will perform such digging or boring activities. If there is such a telecommunications system or other utility, Contractor will inform itself as to the owner of such telecommunications system or other utility, and take such measures in concert with the owner(s) as are necessary so as not to damage such system or utility.

SECTION 7
SAMPLES/REMOVAL

As between Licensor and Contractor only, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing and disposal of any samples or other materials removed from the Premises or generated as a result of Contractor’s activities done pursuant to this Permit, and shall duly and properly perform or cause to be performed any such activities that it undertakes or is required to undertake pursuant to law. Contractor releases Licensor from liability or legal obligation for, and covenants not to sue Licensor concerning, any and all materials removed from the Premises or generated as a result of Contractor’s sampling and/or testing activities pursuant hereto.

SECTION 8
MISCELLANEOUS

A. Term and Termination. This Agreement shall be effective upon the latter date of execution by all parties hereto and the execution of the Easement. The permission granted herein shall expire 120 days from the date of execution of this Agreement or upon completion of the work, whichever occurs first.

B. Assignment. The license granted herein may not be assigned by Contractor and Contractor shall not sublet the Premises, or any part thereof, or any interest therein, without the prior written consent of Licensor. No Licensor-approved assignment or subletting shall release Contractor from any responsibility or liability hereunder. Any subletting or assignment in violation of this Agreement shall be null and void.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of Contractor and Licensor, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Independent Contractors. It is expressly understood and agreed that Licensor and Contractor 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.
E. Liens. Contractor shall not permit any lien to be placed against Licensor’s property arising from performance of work hereunder, and shall promptly cause any such lien to be removed.
IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and date first above written.

LICENSOR
REGIONAL TRANSPORTATION DISTRICT

By: ________________________________
Richard Clarke
Assistant General Manager, Capital Programs
Date: ____________________________

APPROVED AS TO LEGAL FORM
FOR THE
REGIONAL TRANSPORTATION DISTRICT

_______________________________
_ General Counsel

CONTRACTOR

[insert name of Contractor]

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
TEMPORARY CONSTRUCTION EASEMENT

This agreement, hereinafter “Agreement”, made this ____ day of ______, 20 __, by and between 
______, a [Delaware limited liability company], hereinafter referred to as the “Contractor” and ______, a 
______, hereinafter referred to as “Landowner”.

WITNESSETH:

WHEREAS, the [Contractor’s client] entered into a Concession Agreement dated _______ with 
[name of Concessionaire], a [Delaware limited liability company], concerning the [description of projec 
t], hereinafter the “Project”, [pursuant to [name of enabling legislation]];

WHEREAS, [name of Concessionaire] entered into a Design/Build Contract with Contractor dated 
_______ whereby Contractor is responsible for the design and construction of the Project;

WHEREAS, Landowner owns a parcel of land identified as __________ in ________ 
hereinafter, “the Property”;

WHEREAS, Contractor, its employees, agents, contractors and assigns need access to and 
certain rights in relation such Property from [date] in order to perform its obligations in relation to the 
Project, in particular in order to:

1. [description of required activities on the Property];
2. [description of required activities on the Property];
3. [description of required activities on the Property];
4. [description of required activities on the Property]; and
5. [description of required activities on the Property]

1-5 above are hereinafter collectively referred to as the “Works”;

WHEREAS, Landowner is willing to grant Contractor the right to enter and perform Works on the 
Property;

NOW, THEREFORE, for and in consideration of $10.00, paid to the Landowner by Contractor, 
receipt of which is hereby acknowledged by Landowner, Landowner hereby grants to Contractor, its 
employees, agents, contractors and assigns, permission to enter upon the Property and proceed with the 
Works at Property.

This grant is subject to any existing easement or right of way of record.

This Agreement shall remain in full force and effect until the Works have been completed.

Contractor and its contractors who enter the Property shall maintain or ensure that others 
maintain the following insurance coverage: ________.

Landowner shall ensure that people and property (other than employees, representatives or 
property of Contractor or its subcontractors) are kept clear from Contractor’s construction activities on the 
Property. Contractor shall have no liability under or arising out of this agreement for consequential or 
indirect loss or damage, including any loss of profits or revenue. Subject to the provisions of this 
paragraph, Contractor shall indemnify, defend and hold harmless Landowner, its members, partners, 
oficers, directors, affiliates, subsidiaries, employees, contractor, subcontractors and agents from and 
against any and all claims, liabilities, losses and expenses (including reasonable attorneys fees) for death 
or injury to person or damage to property occurring during this Agreement that arise out of the use of the 
Property by Contractor under this Agreement.
Following completion of the Works, Contractor shall restore any parts of the Property affected by the exercise by Contractor of its rights hereunder to a condition equivalent to that which it was in when Contractor first accessed the Property pursuant to this Agreement.

Landowner shall have the right to terminate this Agreement, effective upon written notice to Contractor, if Contractor or its employees, agents, contractors or assigns violate any term or condition hereof and Contractor fails to respond to a fifteen business day prior notice to correct the violation. In addition to any and all remedies available to the parties at law or in equity, the prevailing party in any action or proceeding involving this agreement shall be entitled to seek reasonable attorney’s fees and costs.

Landowner specifically reserves title to the Property.

Whenever any demand, request, approval, consent or notice is given by one party to the other, it shall be addressed to the parties at their respective addresses as set forth below and delivered by (i) hand, (ii) a nationally recognized overnight express courier, or (iii) registered or certified mail return receipt requested. Either party may at any time change its address by giving the other party notice in accordance with the above, stating the change and setting forth the new address.

In witness whereof, Landowner and Contractor have each duly executed this instrument this ___ day of ____________, 20__. 
ATTACHMENT 9

Exhibit P to the IGA

ADCO/RTD/BNSF Culverts Ballast Wall

[attached]
ATTACHMENT 10

Exhibit Q and Q-1 to the IGA

Lowell Boulevard

1. Exhibit Q: Lowell Boulevard Permanent Easement
2. Exhibit Q-1: Lowell Boulevard Parcel

[attached]
PERMANENT EASEMENT

THIS Permanent EASEMENT dated as of _______________, 20___, is entered into between the Regional Transportation District ("Grantor") and the Adams County, a Colorado County ("Grantee").

WHEREAS, Grantor is the owner of the real property described on Exhibit A attached hereto (the “Easement Area”) and Grantee is a County of the State of Colorado responsible for providing services to the residents of the county in which Easement Area is located.

WHEREAS, Grantor is constructing and will operate a rail line in Adams County for the benefit of the residents of Adams County and others. Adams County wishes to implement improvements to an existing at grade crossing according to Lowell Boulevard Improvements – Clear Creek to 62nd Avenue, Adams County Project No. IMP2013-00009 (Exhibit B, the “Improvements”), which will also provide pedestrian crossing facilities allowing persons to cross the rail line at grade. This Easement is for the purposes of constructing said Improvements on county owned or controlled land and the Easement Area.

WHEREAS, Grantor and Grantee desire to establish an easement on and across the Easement Area for the installation, use, operation, maintenance, repair and replacement of said Improvements crossing the RTD railroad tracks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Subject to the terms and conditions set forth in this Permanent Easement (“Easement”), Grantor hereby grants and conveys to Grantee a non-exclusive easement on and across the Easement Area for the installation, use, operation, maintenance, repair and replacement of said Improvements.

2. Improvements shall be installed within the Easement Area at Grantee's expense in accordance with plans mutually agreed upon by Grantor and Grantee in the location shown on Exhibit B.

3. Grantee shall, at Grantee's sole cost and expense, operate and maintain the Improvements at all times in good condition and repair and in accordance with all applicable laws, ordinances, rules and regulations (including, without limitation, all rules, regulations and requirements of the Colorado Public Utilities Commission). If Grantee fails to so maintain the Improvements, Grantor shall have the right, but not Grantee’s obligation, to perform any necessary maintenance or repair and Grantee shall reimburse Grantor for all Grantee costs incurred by Grantor in connection therewith. Such reimbursement shall be due and payable within 30 days after Grantor's request therefor, and any amounts not paid when due shall accrue interest on the outstanding balance at the rate of 15% per annum from the date due until paid in full.

4. To the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. as to amount or type of
immunity Grantee shall indemnify, defend and hold Grantor and its contractors constructing operating and maintaining Grantor’s rail line harmless from and against any and all claims, suits, actions, judgments, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the negligent acts or omissions in its use of the Easement Area by Grantee or its employees, agents, contractors, subcontractors, or tenants. Grantee’s indemnification obligations shall not include any claims, suits, actions, judgments, damages, losses, costs or expenses arising from the negligent acts or omissions of Grantor, its contractors, subcontractors, employees, or agents. Grantee shall at all times maintain contractual and comprehensive general liability insurance and railroad protective insurance coverage covering Grantee's liability under this Section 3 with an insurance company reasonably acceptable to Grantor and in such amounts and on such forms as are reasonable and customary. As of the date of this Agreement, insurance in the amount of $2,000,000 shall be considered reasonable and customary. Such insurance policy shall name Grantor and its contractors Denver Transit Partners and Denver Transit Operators as an additional insureds and shall provide that the insurance will not be cancelled or materially changed in the scope or amount of coverage unless 30 days' advance notice is given to the Grantor. Such insurance shall be primary, and not as contributing with, or in excess of, any insurance carried by Grantor. Prior to making any use of the Easement Area, and at least 30 days prior to the expiration of any insurance policy required hereunder, Grantee shall deliver a certificate of insurance to Grantor evidencing insurance meeting the foregoing requirements.

5. All Grantee’s work shall be performed in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities, and in a manner which will, to the extent practical, minimize disturbance of the surface and any interference with Grantor’s operations. All such work shall be diligently pursued to completion and, upon completion of such work Grantee shall promptly restore all disturbed areas as nearly as practical to its prior condition. Grantee’s contractor, or Grantee as applicable, is required to execute the Contractor’s right of entry attached as Exhibit C prior to performing any work including but not limited to construction, maintenance, repair or replacement of the Improvements.

7. Grantee shall keep the Easement Area free from all liens of mechanics, materialmen or others arising out of or relating to the construction, installation, use, operation, maintenance, repair or replacement of the Improvements. If any such lien shall be filed, Grantee shall cause the lien to be discharged of record within thirty (30) days after it is filed by payment, provision of a statutory bond, or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Grantee shall pay and satisfy the same at once. If Grantee fails to pay any charge for which any such lien has been filed and the lien is not discharged of record as described above, Grantor, at its option, may pay such charge and related costs and interest, or may obtain a statutory bond to remove the lien from the Easement Area, and the amount paid by Grantor, together with reasonable attorneys’ fees incurred in connection therewith, shall be immediately due from Grantee to Grantor. Any such amounts not paid when due shall accrue interest at the rate of 10% per annum from the date due until paid in full.

8. Grantor reserves the right to use, and allow others to use, the Easement Area for any purpose and in any manner that does not unreasonably interfere with Grantee’s use and enjoyment of the Easement.
9. Any notice, request, demand or other communication required or permitted under this Agreement (collectively, “Notices”) shall be in writing and shall be addressed to the party to whom the Notice is being sent at the address listed in the Adams County Assessor’s records for delivery of real property tax statements for such party's property. Any such Notice shall be deemed given and received (i) when hand delivered to the intended recipient; (ii) three days after the same is deposited in the United States mail, with adequate postage prepaid, and sent by certified mail, return receipt requested; or (iii) one business day after the same is deposited with an overnight courier service of national or international reputation.

10. Each party shall be entitled to all remedies at law or in equity for the enforcement of this Easement. In any action brought to enforce any provision of this Easement, or to obtain a declaration of the rights or obligations of any party hereunder, the prevailing party shall be awarded all costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) incurred by such party in connection with such action.

11. The failure or delay of Grantor or Grantee to exercise any of its rights under this Easement shall not constitute a waiver of any such rights. Grantor and/or Grantee shall not be deemed to have waived any right under this Easement unless such waiver is made expressly and in writing, and no waiver made as to any instance or any particular right shall be deemed a waiver as to any other instance or any other right.

12. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

EXECUTED as of the date first set forth herein above.

GRANTOR:

REGIONAL TRANSPORTATION DISTRICT,  
a political subdivision of the State of Colorado

By:_________________________________
    David Genova, Interim General Manager

Approved as to legal form:

_____________________________________
Marla Lien, General Counsel
GRANTEE:

COUNTY OF ADAMS, STATE OF COLORADO
BOARD OF COUNTY COMMISSIONERS

______________________________
Charles “Chaz” Tedesco, Chair

ATTEST:
STAN MARTIN, CLERK & RECORDER

______________________________
Deputy Clerk

APPROVED AS TO FORM:

______________________________
Adams County Attorney’s Office
EXHIBIT A

Description of Easement Area

[see attached]
EXHIBIT B

Description of Benefited Property

[see attached]
EXHIBIT “A”
LOWELL CROSSING PARCEL Rev1
Date: August 19, 2015
DESCRIPTION

Lowell Crossing Parcel Rev1 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described at Reception No. 2011000085014, Parcel 2.4 recorded December 23, 2011, and excluding an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to Sections 7 & 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, as established by Road Petition 128 dated December 6, 1889 in the Adams County Clerk and Recorder’s Office, located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 7 (a found 2” aluminum cap stamped “1998 LS 12840”),WHENCE the Center Quarter Corner of said Section 7 (a found aluminum cap stamped “ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY”), bears S89°45′54″W a distance of 2639.98 feet (basis of bearing – assumed); THENCE S05°52′57″W, a distance of 358.27 feet to the northerly line of said parcel 2.4 and the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the northerly line of said Parcel 2.4:
1) THENCE S85°30′18″E a distance of 36.11 feet;
2) THENCE N00°06′55″E a distance of 7.02 feet;
3) THENCE S85°30′18″E a distance of 31.09 feet;

THENCE S00°06′55″W, coincident with a line 31.00 feet easterly of and parallel with the easterly line of said Southeast Quarter, a distance of 52.77 feet to the southerly line of said Parcel 2.4;
THENCE N85°28′57″W, coincident with said southerly line, a distance of 67.20 feet;
THENCE N00°06′55″E, coincident with a line 36.00 feet westerly of and parallel with said Southeast Quarter, a distance of 45.72 feet to the POINT OF BEGINNING.

EXCLUDING an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to said Sections 7 & 8, as established by said Petition 128.

Containing 327 square feet, (0.0075 Acres), more or less.

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240
SE 1/4 Sec. 7

LINE TABLE

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Rec. No. 2009000021687
March 30, 2009

Parcel 2.4
Rec. No. 2011000085014
December 23, 2011

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

RTD Gold Line Corridor Commuter Rail
Adams County, Colorado
SE1/4 Sec. 7 & SW1/4 8, T3S, R68W, 6th P.M.

Exhibit "A"
Lowell Crossing Parcel
Attachment 11

Exhibit R to the IGA

ROE Permit-Contractor

[attached]
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of ________________, 20______, by and between The Regional Transportation District (RTD) a political subdivision of the State of Colorado ("RTD"); and ____________________________, a __________________ corporation ("Contractor").

RECITALS:

Contractor has been hired by Adams County to perform work relating to ____________________________, (the "work"), as more fully described on the CONTRACTOR'S WORK PLAN attached to this his Right of Entry Permit as Exhibit A-1 with all or a portion of such work to be performed on property of RTD at or in the vicinity of Lowell Boulevard and ________, as such location is in the general location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof.

RTD is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

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

ARTICLE 1 - DEFINITION OF CONTRACTOR.

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

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

RTD hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in Exhibit A-1. The right herein granted to Contractor is limited to those portions of RTD's property specifically described herein, or as designated by the RTD Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in Exhibit B, Exhibit C and Exhibit D, attached hereto, are hereby made a part of this Agreement. 

ARTICLE 4 - EXPENSES and INDEMNIFICATION TO BE BORNE BY CONTRACTOR; RTD REPRESENTATIVE.
A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by RTD relating to this Agreement.

B. Contractor shall coordinate all of its work with the following RTD representative or his or her duly authorized representative (the "RTD Representative"):  

___________________________________
Regional Transportation District

___________________________________
Denver, CO 80202

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by RTD's approval of plans and specifications involving the work, or by RTD's collaboration in performance of any work, or by the presence at the work site of a RTD Representative, or by compliance by Contractor with any requests or recommendations made by RTD Representative.

Contractor will conduct any activities on the Premises at Contractor’s own risk and at Contractor’s sole cost. Contractor will comply at all times with all applicable laws and will indemnify, defend and hold Seller harmless from any loss, liability, claim, demand, action, suit, judgment, damage, cost or expense (including without limitation reasonable attorneys’ fees) on account of Contractor’s inspection activities on or relating to the Premises, including but not limited to any personal or bodily injury or death to any person, property damage, and mechanic’s and materialmen’s liens arising in connection with Contractor’s activities, or on account of Contractor’s breach of its obligations under Right of Entry Permit. Contractor shall be liable for any loss of value or damage to the Premises arising from the spread or exacerbation of any condition adverse to the development or sale of the Premises caused directly by Contractor’s inspection activities on the Premises. If any action or proceeding is brought against RTD by reason of any matter for which Contractor has indemnified RTD under this Right of Entry Permit, Contractor, upon notice from RTD, will defend the same at Contractor’s expense with counsel reasonably satisfactory to RTD.

Contractor shall be required to return the property to its original condition after all work is performed.

Samples/Removal. Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing and disposal of any samples or other materials removed from the Premises or generated as a result of activities done pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such activities that it undertakes or is required to undertake pursuant to law. Contractor states and agrees that as between Contractor and RTD, it is the sole Generator of any materials removed from the Premises or generated as a result of its activities pursuant hereto, as the term “Generator” is used in applicable statutes and regulations concerning the removal, transport and/or disposal of hazardous materials, substances, waste or other contaminants. Contractor shall promptly provide to RTD a copy of any and all reports that incorporate, or are based upon, in full or in part, data obtained from the sampling and/or testing conducted pursuant to this grant.

ARTICLE 5 - TERM; TERMINATION.

Adams County Contractor Right of Entry Permit
A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until __________________________, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on RTD's property, whichever is earlier. Contractor agrees to notify the RTD Representative in writing when it has completed its work on RTD's property.

B. This Agreement may be terminated by either party on sixty (60) days written notice to the other party unless termination is for default by Contractor. RTD shall advise Contractor in writing of any default and Contractor shall have 10 business days to cure or provide a work plan for a cure, approval of which shall not be unreasonably withheld. RTD shall provide written notice of default to BNSF and to Contractor.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide RTD with the (i) insurance binders, policies, certificates and endorsements set forth in Exhibit C of this Agreement except as to those requirements waived in writing by RTD’s Risk Manager, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of Exhibit B of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Regional Transportation District
1600 Blake Street
Denver,CO 80202

Attn: Risk Manager

With a copy to:

Denver Transit Partners

ARTICLE 7 - DISMIS SAL OF CONTRACTOR'S EMPLOYEE.

At the request of RTD, Contractor shall remove from RTD's property any employee of Contractor who fails to conform to the instructions of the RTD Representative in connection with the work on RTD's property, provided that RTD shall not give instructions that conflict with any Federal Railroad Administration regulations, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify RTD against any claims arising from the removal of any such employee from RTD's property.

ARTICLE 8 – [RESERVED]

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over RTD's trackage shall be installed or used by Contractor without the prior written permission of RTD.

ARTICLE 10.- EXPLOSIVES.
Explosives or other highly flammable substances shall not be stored on RTD's property without the prior written approval of RTD.

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

Regional Transportation District

By: ________________________________
Title: ________________________________

(Name of Contractor)

By: ________________________________
Title: ________________________________

Adams County Contractor Right of Entry Permit
EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

General Location

(attached hereto)
EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK FLAGGING.

A. Contractor agrees to notify the RTD Representative at least ten (10) working days in advance of Contractor commencing its work under this right of entry permit will provide a general work plan describing the proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of RTD's track(s) at any time, for any reason, unless and until a RTD flagman is provided to watch for trains unless flagging has been waived by RTD for work in conformance with the general work plan. Upon receipt of such ten (10)-day notice and work plan, the RTD Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures or if flagging is waived. If flagging or other special protective or safety measures are performed by RTD, RTD will bill Contractor for such expenses incurred by RTD, unless RTD and a federal, state or local governmental entity have agreed that RTD is to bill such expenses to the federal, state or local governmental entity. If RTD will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If RTD performs any flagging, or other special protective or safety measures are performed by RTD, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with RTD’s labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement (if applicable) and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between RTD and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to RTD will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other RTD work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other RTD work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which RTD is required to pay the flagman and which could not reasonably be avoided by RTD by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for RTD to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide RTD a minimum of five (5) days notice prior
to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to RTD if flagging services are needed again after such five day cessation notice has been given to RTD.

Section 2. **LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the RTD to use and maintain its entire property and Contractor may not interfere with the RTD’s use of the Premises except at the locations and for the periods specified herein or otherwise agreed upon by RTD and Amtrak and/or Contractor.

Section 3. **NO INTERFERENCE WITH OPERATIONS OF RTD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of DUS. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be within the areas described in the workplan, and there shall be no vehicular crossings of RTD's tracks except at existing open public crossings.

B. Operations of RTD and work performed by RTD personnel and delays in the work to be performed by Contractor caused by such RTD operations and work are expected by Contractor, and Contractor agrees that RTD shall have no liability to Contractor, or any other person or entity for any such delays. Contractor shall coordinate its activities with those of RTD and third parties so as to avoid interference with RTD operations. The safe operation of RTD train movements and other activities by RTD takes precedence over any work to be performed by Contractor.

Section 4. **LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of RTD for any such work performed. Contractor shall indemnify and hold harmless RTD from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, RTD may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. **[RESERVED.]**

Section 6. **PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal RTD Administration regulations.
Section 7.   SAFETY.

   A.   Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with RTD's safety standards listed in Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by RTD's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify RTD if Contractor determines that any of RTD's safety standards are contrary to good safety practices. Contractor shall furnish copies of Exhibit D to each of its employees before they enter the job site.

   B.   Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

   C.   Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify RTD of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of RTD, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

   D.   If and when requested by RTD, Contractor shall deliver to RTD a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). RTD shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8.   INDEMNITY.

   A.   Contractor shall indemnify, defend and hold harmless RTD, its affiliates, its station operator, Denver Transit Partners and Denver Transit Operators, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

   B.   The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence of any Indemnified Party, except where the Loss is caused by the sole active negligence, gross negligence, or willful and wanton conduct of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

   C.   Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event RTD authorizes Contractor to take down any fence of RTD or in any manner move or disturb any of the other property of RTD in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from RTD's property promptly upon completion of the work, restoring RTD's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

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

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and RTD. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and RTD and cancel and supersede any prior negotiations, understandings or agreements by and between Contractor and RTD, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the RTD. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability RTDs" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With RTDs" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site except as to any policies the requirements for which have been waived pursuant to Article 6.
EXHIBIT C TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

RTD Insurance Provisions For Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on RTD's property has been completed and the Contractor has removed all equipment and materials from RTD's property and has cleaned and restored RTD's property to RTD's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage including ECP 1024 10 06).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:
- Contractual Liability RTDs ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "RTD Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage including ECP 1021 10 06) showing the project on the form schedule.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 03 06 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:
- Coverage For Certain Operations In Connection With RTDs ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "RTD Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers' Compensation and Employers' Liability insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

Adams County Contractor Right of Entry Permit
The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing RTD in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of RTD as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to RTD before the work may be commenced and until the original policy is forwarded to RTD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution liability coverage may be included on form ECP 1024 10 06 or may be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to RTD evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

**Other Requirements**

G. All policy(ies) required above (except worker's compensation and employers liability) must include RTD as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage including ECP 1005 10 06). The coverage provided to RTD as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for RTD's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against RTD and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish RTD with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
K. All insurance policies must be written by a reputable insurance company acceptable to RTD or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by RTD on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by RTD from Contractor or any third party will not be limited by the amount of the required insurance coverage.
Minimum Safety Requirements

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by RTD rules, regulations, or recommended or requested by the RTD Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

  • 100 feet of a locomotive or roadway/work equipment
  • 15 feet of power operated tools
  • 150 feet of jet blowers or pile drivers
  • 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the RTD Representative.

III. On Track Safety

Contractor doing roadway work are responsible for compliance with the Federal RTD Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and RTD's On-Track Safety rules. Under 49CFR214, Subpart C, RTD contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a distance of twenty-five (25) feet to any track unless the RTD Representative is present to authorize movements.
(ii) Wear an orange, reflectorized workwear approved by the RTD Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the RTD Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from RTD's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with RTD's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the RTD Representative, all equipment must be parked pursuant to the authorized workplan. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
B. Upon initial acceptance of the workplan Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the RTD Representative, if requested by RTD. During this briefing, the RTD Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change. Contractor shall be responsible for instructing any employees who have not received an RTD briefing as to RTD required procedures.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal RTD Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any RTD track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.
THIS AMENDMENT NUMBER TWO TO THE GOLD LINE CORRIDOR/NORTHWEST ELECTRIFIED SEGMENT LOCAL AGENCY CONTRIBUTION INTERGOVERNMENTAL AGREEMENT (this Amendment) is dated as of August 28, 2015 and made:

BETWEEN:

(1) REGIONAL TRANSPORTATION DISTRICT, a public body politic and corporate and political subdivision of the State of Colorado, organized and existing under the terms of the Regional Transportation District Act, Section 32-9-101 et seq., Colorado Revised Statutes, as amended (RTD); and

(2) Adams County, a county of the State of Colorado, organized pursuant to Article XIV, Section 18(2)(a) and Article XX of the Colorado Constitution and Section 29-1-201 et seq., Colorado Revised Statutes, as amended (Adams County or County).

RTD and Adams County are hereinafter sometimes referred to individually as a Party and collectively as the Parties.

WHEREAS:

A. RTD and Adams County are party to the Gold Line Corridor and Northwest Electrified Segment Local Agency Contribution Intergovernmental Agreement ("Agreement" of "IGA") dated June 2, 2011.

B. The Parties now wish to amend the IGA to reflect the continued work and advancement in refining the below elements of Sections 1, 5, 6, 7 and 8 (Exhibits), Local Agency Contributions (LAC), Transit System Elements, Specific Design Requirements and Betterments (respectively):

   a. 1.3: Reference Exhibits
   b. 1.4: Attached Exhibits
   c. 5.1: County Property Interests
   d. 5.4: Credit for Pecos Grade Separation Project
   e. 5.6(b): Denver Regional Council of Governments ("DRCOG") Funds Designated for FasTracks
   f. 6.1: Transit System Elements
   g. 7.8(b): Future Clay Community Trail
   h. 7.8(f): Lowell Boulevard
   i. 7.8(h): 64th Avenue Grade Separation
   j. 7.12: Clear Creek • Federal Station (West 60th Avenue Improvements per 7.3 Traffic Mitigation)
   k. 7.14(a): Utah Junction – Clay Street Outfall System
I. 7.14(d): Little Dry Creek Culverts at NWES

NOW, THEREFORE, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Amendment undertake and agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

Terms used but not defined herein shall have the respective meanings ascribed to such terms in the IGA, as amended hereby.

2. **AMENDMENTS**

With effect on and after the date hereof, the IGA shall be amended as follows:

(a) Section 1.4 (Attached Exhibits) is amended as follows:

I. **Exhibit D-1 and D-2**: incorporated as Attachment 1 are hereby replaced in this IGA amendment.

II. **Exhibit G**: Update to Local Agency Contribution, attached and completely replaces original Exhibit G herein as Attachment 2.

III. **Exhibit J-1**: Clay Street Outfall – General Plan and Elevation and Clay Community Trail Plan sheet and Profile sheet, attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

IV. **Exhibit J-2**: Gold Line Bridge – Typical Section attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

V. **Exhibit J-3**: Adams County Letter of Commitment to RTD for the Clay Community Outfall – RTD Gold Line Crossing, dated July 1, 2014 attached and incorporated herein as Attachment 3, is hereby added to the list of Attached Exhibits.

VI. **Exhibit J-4**: Clay Street Community Trail and Outfall System Access Easement No. 1 and Access Easement No. 2, attached and incorporated herein as Attachment 3, are hereby added to the list of Attached Exhibits.

VII. **Exhibit K**: Lowell Boulevard Crossing, attached and incorporated herein as Attachment 4, is hereby added to the list of Attached Exhibits.

VIII. **Exhibit L-1 and L-2**: West 60th Avenue Improvements and Federal Requirements, attached and incorporated herein as Attachment 5, is hereby added to the list of Attached Exhibits.

IX. **Exhibit M**: Clear Creek • Federal Station Changes, attached and incorporated herein as Attachment 6, is hereby added to the list of Attached Exhibits.

X. **Exhibit N**: Clear Creek • Federal Station Utility Matrix, attached and incorporated herein as Attachment 7, is hereby added to the list of Attached Exhibits.
XI. Exhibit O-1 and O-2: County and Denver Transit Partners (DTP) Temporary Construction Easements, attached and incorporated herein as Attachment 8, are hereby added to the list of Attached Exhibits.

XII. Exhibit P: ADCO/RTD/BNSF Culverts Ballast Wall, attached and incorporated herein as Attachment 9, is hereby added to the list of Attached Exhibits.

XIII. Exhibit Q: Lowell Boulevard Permanent Easement, attached and incorporated herein as Attachment 10, is hereby added to the list of Attached Exhibits.

XIV. Exhibit Q-1: Lowell Crossing Parcel attached and incorporated herein as Attachment 10, is hereby added to the list of Attached Exhibits.

XV. Exhibit R: Right of Entry (ROE) Permit-Contractor attached and incorporated herein as Attachment 11, is hereby added to the list of Attached Exhibits.

(b) Section 5.1 is hereby amended as follows:

I. Subparagraph a (GL 7. Parcel ID-182508400001. West 60th Avenue street improvements), is hereby deleted in its entirety and replaced with the word “Reserved”. RTD agrees to provide a permanent easement for the right-of-way for the 60th Avenue Project prior to County advertising construction for the project. When permitted by FTA, RTD will convey this right-of-way to the County. Additionally, RTD shall convey the property rights for the channel parcel north of 60th Avenue.

II. Subparagraph b (GL 7B. Parcel ID- 182508100038. Clear Creek • Federal Station storm sewer outfall) is hereby amended to read:

(A) Federal P&R Outfall: RTD will design and construct a drainage system from RTD’s onsite water quality pond to include a junction structure in the future 60th Avenue right-of-way. The County will maintain the portion of the outfall from the junction structure in the West 60th Avenue right-of-way, located near the southern right-of-way line to the outfall in Clear Creek. The County will receive 50% LAC for the design and construction of the outfall. The County will design and construct the access to the curb return to the Clear Creek • Federal Station consistent with the County’s W. 60th Avenue project.

(c) Section 5.4 is hereby eliminated and replaced with Exhibit G.

(d) Section 5.6(b) is hereby eliminated and replaced with Exhibit G.

(e) 6.1 Transit System Elements is hereby revised to read in its entirety:

Certain Project elements included in a Submittal are transit elements that are crucial to Commuter Rail Transit (“CRT”) system operation, compliance with NEPA documentation, or and/or compliance with FTA or FRA requirements (collectively, “Transit System Elements”). County permitting requirements shall not apply to Transit System Elements constructed within the CRT track-way clearance envelope boundaries as depicted in Exhibit I in the first executed IGA between RTD and the
County or to certain Transit System Elements that are constructed outside the boundaries of the CRT track-way clearance envelope on RTD Project property with the exception of elements subject to the provisions of the County’s water quality regulations or floodplain regulations. Transit System Elements include, without limitation, trackage, prefabricated traction power substations, prefabricated signal houses, prefabricated communications houses, noise and ballast walls, and station platforms and associated vertical circulation. It is specifically agreed the elevators at the stations would be subject to county inspection. Plans provided by RTD or the Concessionaire for Transit System Elements are for information purposes only, and are not subject to the County’s review fees or processes; however, plans provided by RTD or the Concessionaire for roadway and drainage improvements, and erosion control are subject to the County’s review and permitting processes.

(f) Section 7.8(b) (Future Clay Community Trail) is deleted and replaced with the following:

Section 7.8(b) Gold Line Bridge, Clay Community Trail and Clay Street Outfall:

I. Responsibilities. RTD shall implement the Gold Line Bridge for the CRT in accordance with Exhibit J-2 and PUC Decision No. C13-1339 (Proceeding Number 13A-0956R) and build certain elements of the Clay Community Outfall/Trail (CC Betterment Project) per the Letter of Commitment for the Betterment package for the Clay Community Outfall Project – RTD Gold Line Crossing, dated July 1, 2014 and herein incorporated as Exhibit J-3, hereinafter referred to as the “Clay Betterment Project“. At such a time in the future as the County decides to build the remaining improvements for the Clay Community Trail or Clay Street Outfall System under the Gold Line Bridge, the County shall construct the improvements materially in accordance with Exhibit J-1 and PUC Decision No. C13-1339 (Proceeding Number 13A-0956R). RTD shall construct overpass fencing protection on the Gold Line Bridge that meets the standards and requirements included in the Concession Agreement. The Parties shall coordinate the construction of the Gold Line Bridge with the future Clay Community Trail and Clay Street Outfall System. RTD shall, at no cost to the County, maintain the Gold Line Bridge, including overpass fencing protection, as required by and in accordance with applicable laws. The County shall, at no cost to RTD, maintain the Clay Street Outfall System and the Clay Community Trail, including, without limitation, the walls, trails, liners and all other items constructed by the County.

II. Approvals and Permissions. Except as otherwise provided herein, RTD shall obtain the permissions necessary to implement the Gold Line Bridge and the Clay Betterment Project. The County shall obtain the permissions necessary to implement the Clay Community Trail and the Clay Street Outfall System. The County shall coordinate with CDOT to ensure that CDOT will not be adversely impacted by implementation of the Clay Community Trail and Clay Street Outfall System and, if necessary, obtain any necessary crossing permission. By opening day of the Gold Line corridor, RTD shall grant to the County a non-exclusive access easement, consistent with and subject to those prior rights granted to RTD, as shown in Exhibit J-4, parcel PE-5A (Rec. No. 2012000037580); and a non-exclusive permanent easement as shown in Exhibit J-4, parcel GL-5A REV2, for the Clay Street Community Trail and Outfall System improvements. Easement across GL-5A REV2 will provide permission to
implement the Clay Community Trail and the Clay Street Outfall System on, across, under, and along the RTD property.

III. **Cost Responsibility for the Gold Line Bridge.** Of the cost to RTD to implement the Gold Line Bridge, $599,000, RTD shall be responsible for $138,000. The County shall pay to RTD $461,000 as approved in the County’s 2014 budget. The total County contribution includes the original $75,000 agreed to in 7.8(b) of the IGA. In addition, the County shall pay RTD the cost of the Clay Betterment Project within 30 days after receipt of an invoice from RTD for said capital costs. The cost for environmental remediation within the Clay Betterment Project, which costs are in addition to the Clay Betterment Project, shall be paid within 30 days of RTD’s invoicing of that cost, following completion of the remediation work.

(g) Section 7.8(f). Lowell Boulevard:

I. Section 7.8(f) (*Lowell Boulevard*) is hereby deleted and replaced with the following:

II. **Existing Crossing Responsibilities.** RTD will, at no cost to the County, construct the Lowell Boulevard crossing of the CRT right of way in accordance with Public Utilities Commission (PUC) Decision C14-0334 in Proceeding 14A-0124R. In addition, RTD will include long railroad ties on the CRT tracks to support additional crossing panels to match the width of the future Lowell Boulevard cross-section, as shown in Exhibit K.

III. **Future Crossing Responsibilities.** The County has designed the Lowell Boulevard Widening Project (“Lowell Widening”) and shall construct the Lowell Widening in accordance with Exhibit K and PUC Decision C15-0195R.

IV. **Property.** RTD shall grant a permanent easement for Lowell Boulevard improvements outside County’s existing 60 foot right of way width where such improvements encroach onto RTD property in the form shown in Exhibit Q attached.

V. **Maintenance.** The County shall maintain the roadway surface of Lowell Boulevard, including, if applicable, any widened sections and any sidewalk/regional trail installed in accordance with the PUC Order. RTD shall maintain the CRT crossing elements and the pedestrian treatments in accordance with applicable PUC rules and in accordance with the Order.

3. **Section 7.8(h). 64th Avenue Grade Separation**

The 64th Avenue Grade Separation (bridge) is a BNSF requirement of the EAGLE P3 project. The Parties acknowledge the bridge imposes a unique circumstance to the EAGLE P3 project and subsequent burden on the County’s long term infrastructure program. Once the warranty period has ceased per the executed IGA, the County shall assume maintenance responsibilities of the bridge and perform all inspections and preventative maintenance as required under its Bridge Program. The County will inform RTD at such a time in the future when replacement of the bridge is required, within two (2) years ahead of the anticipated construction, the Parties shall coordinate and endeavor to
determine a fair and equitable financial arrangement to reconstruct the bridge to current standards and operational needs at that time.

4. Section 7.12 Federal Station. (Clear Creek • Federal Station) is hereby revised to read in its entirety:

West 60th Avenue Improvements.

a. Plans. The County shall procure the design, right-of-way and construction of the roadway, the necessary roadway drainage facility improvements to the West 60th Avenue corridor, and the traffic mitigations for the Clear Creek • Federal Station area identified in Section 7.3 (Traffic Mitigations) in accordance with Exhibit L-1 (collectively, the West 60th Avenue Improvements) and within the property identified as “Adams County Conveyance 1- Rev2” on Exhibit D-1 (AdCo 1-Rev2). The County shall avoid impacts to the historic structure as shown on Exhibit D-1 and approved by FTA in a Categorical Exclusion. The County acknowledges and agrees that it will construct the Traffic Mitigations and that the County’s implementation of the West 60th Avenue Improvements shall satisfy RTD’s obligation to construct the Traffic Mitigations. The County shall obtain RTD’s approval of any material change from Exhibit L-1 before implementing such changes. RTD will provide comments or a statement of no exceptions to any revised design plans within 30 days of submission.

b. ADCO Construction and Access. The County and RTD shall enter into a temporary easement as substantially defined in the easement shown on Exhibit D-2 for the property identified as “Adams County Conveyance 1-Rev2” on Exhibit D-1 to allow the County to construct the West 60th Avenue Improvements prior to the property owned by RTD (Adams County Conveyance 1-Rev2) being conveyed to the County. Both parties shall adhere to the requirements defined in the temporary easement in Exhibit D-2.

c. Federal Requirements. In the implementation of the West 60th Avenue Improvements, the County shall procure the construction of the work in accordance with FTA Circular 4220.1F. The County shall provide RTD the opportunity to review solicitations for the construction contracts and shall allow RTD to take part in the evaluation and selection of the prime construction contractor, including evaluation of the RFP by the County and proposals submitted by contractors. This Section 7.12 of the IGA is subject to those terms and conditions identified on Exhibit L-2. The County shall ensure Exhibit L-2 is incorporated into, and appended to, each applicable contract or subcontract entered into for the West 60th Avenue Improvements. The County shall ensure all certifications are obtained from the County’s contractor before notice to proceed is issued. RTD shall be the oversight entity for Contractor compliance with the DBE Program described in the Exhibit. Contractor shall be responsible for all reporting and compliance specified therein.

d. Retainage and Bonds. The County shall comply with CRS 24-91-101, et seq. and CRS 38-26-101, et seq. in the procurement, administration and closeout of applicable construction contracts awarded for the West 60th Avenue Improvements work. The County shall ensure that RTD is an obligee on all public works bonds obtained by the County’s contractors for construction of the West 60th Avenue Improvements. The County shall forward to RTD executed copies of
such bonds and all contracts and subcontracts for construction, materials or otherwise that are entered into with respect to the West 60th Avenue Improvements.

e. Permits. The County shall be solely responsible to obtain permits necessary to implement the West 60th Avenue Improvements, including CDOT approvals.

f. Reporting. The County shall provide to RTD copies of all executed contracts and subcontracts not later than 30 days from execution thereof. If RTD or FTA should issue findings following an audit of this IGA or any such contracts for compliance with federal requirements, the County agrees to amend this IGA and to use best efforts to amend any such contracts in order to respond to the audit findings. The County shall provide to RTD a quarterly report consisting of a brief narrative about the current status of the project, specifically advising of any change in milestone dates from the previous reporting period, and advising of the status of achievement of the following milestones for its contract(s):

(A) bid release;
(B) construction contract award;
(C) construction completion; and
(D) Contract closeout.

(E) 

Environmental Work. The County shall perform, at no cost to RTD, the management, removal, signing manifests as generator, disposal or remediation (as applicable) of solid and hazardous materials encountered during construction of West 60th Avenue Improvements including but not limited to those on property that is or will be owned or controlled by the County, any property purchased by the County for the West 60th Avenue Improvements; Parcel AdCo 1-Rev2 legally described on Exhibit D-1; and those portions of the property upon which the current West 60th Avenue corridor roadway is currently installed, exclusive of Parcel PE7A, legally described on Exhibit D-1. Environmental Work performed by the County that is over and above the DRCOG funded portion of the project will be credited to the County as LAC.

h. Utilities and Restoration. The County shall coordinate with RTD in the design and construction of the West 60th Avenue Improvements and the placement of utilities within West 60th Avenue that are necessary to serve Clear Creek • Federal Station, including the Berkeley Water and Sanitation lines. RTD shall be responsible for installing or relocating utilities required exclusively to serve Clear Creek • Federal Station. The County shall submit plans at the 100% design level to RTD for the purpose of verifying that RTD can access the necessary utilities. RTD will provide concurrence or objection within 14 days of receipt. Disputes will be resolved as provided in Section 16 of the Agreement. The County shall be responsible for all other utilities identified on Exhibit N. RTD shall not be responsible to remove the current West 60th Avenue corridor roadway nor restore the property upon which it is installed.

i. Access and Schedule. The County shall ensure that the existing West 60th Avenue, or a reasonable alternative, is open and accessible from Federal
Boulevard or West 60th Avenue at all times during implementation of Clear Creek • Federal Station and the Federal Drainage Facilities. The West 60th Avenue Improvements shall be substantially completed no later than August 31, 2016. Should the West 60th Avenue Improvements not be completed by August 31, 2016 the County will ensure that the existing 60th Avenue will be available for access to the Federal Station on opening day of the Gold Line (anticipated October, 2016). If the County fails to implement the West 60th Avenue Improvements by August 31, 2016, RTD may elect to implement the Traffic Mitigations and draw down funds from the DRCOG funding in an amount sufficient to reimburse RTD for the costs. Installation of intersection control is contingent upon applicable warrants being met. If the applicable warrants are not met at the time of construction, the county will not be responsible for these improvements and RTD will not penalize the County by drawing down the DRCOG funds.

j. West 60th Avenue Improvements Communications. The County shall address communications to RTD with respect to Federal Requirements, Retainage and Bonds, Reporting, and invoicing EAGLE P3 Cost Engineer via Aconex. All other communications shall be addressed in accordance with Section 22 (Notices).

5. Clear Creek • Federal Station.

a. Design and Construction. RTD shall design and construct Clear Creek • Federal Station, the commuter rail station and Park-n-Ride at Federal and West 60th Avenue, in accordance with the FEIS, as revised by the Clear Creek • Federal Station Changes approved by FTA pursuant to a Categorical Exclusion entitled “60th/Federal Roadway Realignment on the Gold Line Federal Station” (approved by FTA 8/8/2013) and in accordance with the requirements of the Concession Agreement, Exhibit M, and any remaining design requirements. The County specifically acknowledges and agrees that RTD will implement Clear Creek • Federal Station, including the water quality pond, as depicted on Exhibit M whether or not the County implements the West 60th Avenue Improvements. RTD shall perform the management, removal, disposal or remediation (as applicable) of solid and hazardous materials encountered on property that will be owned or controlled by RTD, including: property purchased by RTD for Clear Creek • Federal Station; Parcels GL6 and GL6A REV1, and PE8, each as depicted on Exhibit D-1; and Parcels PE7 and PE7A, each as legally described on Exhibit D-1.

b. Water Quality Pond and Clear Creek • Federal Station Outfall System. Upon the County’s approval on supporting plans, reports, and legal description for those portions of the Clear Creek Drainage Facilities (the Federal Drainage Facilities) that will be implemented on Parcels PE7, and PE7A, the County expressly agrees to allow RTD to construct a single water quality pond to connect to a storm outlet within PE7, PE7A, and PE8 (the Clear Creek Federal Station Outfall System) that drains to Clear Creek in lieu of the water quality and detention pond identified in the Federal Station IGA Plans, as allowed by Section 9-01-12 DETENTION in the County’s Development Standards & Regulations. The County will be permitted to utilize the pond for drainage from ADCO Clear Creek floodplain project north of RTD Clear Creek Federal Station. RTD will
design and construct the Clear Creek Federal Station Outfall System which will include a junction structure (manhole) such that Adams County has access to maintain the system. Adams County will take on maintenance of the Clear Creek Federal Station Outfall System from RTD station from said junction structure (manhole) to Clear Creek. The County will be eligible for 50% local agency contribution (LAC) based on construction costs to install the outfall system from the station water quality pond to Clear Creek.

c. **Right-of-Way Transactions.**

C1. RTD has acquired Parcels GL6, GL6A REV1, AdCo 1-Rev2, GL9A, GL9C, GL9D, and PE8, each as depicted on Exhibit D-1. RTD has complied with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (the **Uniform Act**) and its implementing regulations located at 49 C.F.R. Part 24 in acquiring property that is necessary to implement **Clear Creek • Federal Station**.

C2. RTD shall convey to the County, at no cost, the AdCo 1-Rev2 property shown on Exhibit D-1 in order to implement the West 60th Avenue Improvements and necessary traffic mitigations referenced in Section 7.12(I) **Plans**.

C3. RTD shall convey to the County, at no cost, the property north of AdCo 1-Rev2 property shown on Exhibit D-1 for County implementation of a water quality facility/pond for the roadway drainage to drain to Clear Creek Federal Station Outfall System to Clear Creek as referenced in Section 7.12(II) **Permits**. RTD shall also convey PE-8 to county for the outfall maintained by the county.

Conveyance of property north of AdCo 1-Rev2 and PE-8 are subject to terms and conditions to RTD and/or FTA approval.

RTD will provide, at no cost to the County, property that it owns (north of AdCo 1-Rev2 property shown on Exhibit D-1) for right of way required for West 60th Avenue capacity increases created by the **Clear Creek • Federal Station** and/or additional ingress and egress to **Clear Creek • Federal Station**.

C4. Both properties shall be conveyed to the County within days of the passage of a resolution or other dedication by the County for use of the property as public right of way.

C5. The County and RTD shall work together in the future to address future roadway widening plans by the County starting near the eastern Clear Creek Federal Station access to the eastern RTD property line. The County has proposed potential widening improvements along the southern edge of West 60th Avenue to facilitate a standard roadway section that does not impact the station water quality pond. This proposal shows additional right-of-way required up to approximately 7.5 feet on eastern property line. The County would be responsible for any modifications to RTD’s infrastructure necessary for the right-of-way change and roadway improvements. RTD agrees to convey to the County, at no cost, the necessary right-of-way to facilitate the roadway widening improvements if the County demonstrates proper funding is in place for improvements prior to conveyance. Property will be conveyed subject to dedication of the same as public right of way.
C6. The County shall acquire all other real property necessary to implement the West 60th Avenue Improvements. The County shall comply with the Uniform Act and its implementing regulations located at 49 C.F.R. Part 24 in acquiring property that is necessary to implement the West 60th Avenue Improvements and shall provide to RTD all documentation necessary for RTD to obtain FTA concurrence on the purchase of the real property. FTA concurrence must be obtained prior to acquiring real property for the West 60th Avenue Improvements.

C7. RTD shall grant to the County, at no cost, a non-exclusive temporary construction easement in the form attached and incorporated herein as Exhibit O-1 (the AdCo TCE) pursuant to which the County shall have authority to enter upon Parcels GL6, GL6A REV1 and AdCo 1-Rev2 for purposes of constructing the West 60th Avenue Improvements. The AdCo TCE shall be subject at all times to the right of the Concessionaire to construct utilities necessary for Clear Creek • Federal Station upon AdCo 1-Rev2 and to have access across Parcels GL6, GL6A REV 1 and AdCo 1-Rev2 from existing West 60th Avenue to the remaining portions of Parcels GL6, GL6A, PE7, PE7A and PE8. The AdCo TCE and the Concessionaire’s access rights shall automatically terminate upon the effectiveness of the grant of Parcel AdCo 1-Rev2 to the County in accordance with the below Section 7.12(c)(v).

C8. The county shall grant to RTD/DTP a non-exclusive temporary construction easement (if necessary) on County property surrounding parcels PE-7, PE-7A, and PE-8 to construct the Clear Creek • Federal Station Outfall system. A non-exclusive temporary construction easement will be in the form attached and incorporated herein as Exhibit O-2 (the DTP TCE) pursuant to which, RTD/DTP shall have authority to enter upon said County property for the purpose of constructing the Clear Creek • Federal Station Outfall system.

C9. Any permanent easements granted for utilities over property dedicated to the County for right of way purposes shall become subordinate to the County’s rights. As necessary, said permanent easements granted by RTD to utility companies shall contain a facsimile subject to necessary modifications for the name or appropriate designation of the grantee of the following provision:

Notwithstanding the above-referenced limitations, the Parties acknowledge that Grantor may be required to dedicate a portion or all of the property encumbered by the easement for use as County right-of-way. To the extent that such dedication occurs, the parties agree that the easement shall be vacated with respect to the portion of the property so dedicated as county right-of-way and District’s easement rights hereunder shall immediately terminate with respect to such property. After dedication, District’s access and use rights with respect to such property shall be solely by virtue of its rights as a utility provider within the county right-of-way, to be administered under the provisions of the county’s utility permit. Upon dedication of the property as county right-of-way, District agrees to be issued a no-fee utility permit by the county. District shall be responsible, at District’s sole cost, to re-locate any of its infrastructure located within the County’s right-of-way upon written notice by the County to commence such re-location.
C10. RTD and the County shall exchange property interests in one another's property in accordance with this Section 7.12(c)(vi).

d. Cost Responsibility for the West 60th Avenue Improvements

D1. Allowable Costs for West 60th Avenue Improvements. The County shall follow the applicable cost principles circulars, currently in Title 2 of the Code of Federal Regulations, in determining whether project costs are allowable or unallowable. Title 2 C.F.R. part 225, also known as OMB Circular A–87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. Title 2 C.F.R. part 230 also known as OMB Circular A–122 establishes cost principles for nonprofits. The County's costs must specifically relate to the purpose of the DRCOG funding and the latest approved project budget. The County may incur costs of both a direct and indirect nature. Direct costs are costs that can be identified specifically with a particular cost objective and may be charged directly to a grant, contracts, or to other programs. All direct costs, even for project administration activities, must be adequately supported with proper documentation. For example, all labor charges must be supported with Time, Equipment and Materials records. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective. Indirect costs must be supported by an approved cost allocation plan (CAP) and/or indirect cost rate proposal.

D2. In response to the 2008 Resolution Number 20 of the Denver Regional Council of Government (DRCOG) which approved $6.461 million of federal funding from its Transportation Improvement Program (TIP) to the Gold Line base project costs, together the City and County of Denver, RTD, Adams County, the City of Arvada, the City of Wheat Ridge and the Colorado Department of Transportation (collectively, the “Gold Line Partners”) agreed to the Gold Line Partners' proposed base projects and the corresponding allocation of the approved funds.

D3. This Amendment provides for the funding to The County of $2,213,923 of Federal Highway Administration (FHWA) funds which were transferred by the FHWA to the Federal Transportation Administration (FTA) to be administered by DRCOG through RTD Grant CO 95 X017-01 for the County's improvements to West 60th Avenue Improvements. The County and RTD jointly agreed, along with the other Gold Line Partners, to the allocation of $2,213,923 of those DRCOG TIP funds to The County for its performance of certain base improvements as part of the Gold/NWES corridor project, specifically improvements to West 60th Avenue.

D4. The County shall submit invoices justifying costs incurred, and they will be reimbursed at a rate of 100%.

D5. Local Agency Contribution. The County shall receive local agency credit towards the Gold Line for the $2,213,923 of DRCOG Second Commitment In Principle (SCIP) funding pursuant to section 5.6(b) of the Agreement.
D6. The Denver Regional Council of Government (DRCOG) approved Federal funding from the SCIP to the North Metro project team, including the City and County of Denver, RTD, Adams County, the City of Commerce City, the City of Northglenn, City of Thornton and the Colorado Department of Transportation (collectively, the “The North Metro Line Partners”), agreed to the North Metro Line Partners’ proposed projects and the corresponding allocation of the approved funds.

D7. The County and RTD jointly agreed, along with the other North Metro Line Partners, with the County’s request to transfer funds intended for the benefit of the North Metro Corridor to the Gold Line Project; specifically the West 60th Avenue Improvements. This Amendment provides for the funding to The County of $984,000 of FHWA funds which were transferred by the FHWA to FTA to be administered by DRCOG through RTD for the County’s improvements to West 60th Avenue Improvements.

D8. The County is to assist in the payment of actual eligible costs within the scope of this project equal to 20%. The County shall submit invoices justifying costs incurred, and they will be reimbursed at a rate of 80%. The County must justify $1,230,000 in federally eligible project costs to receive the grant reimbursement of $984,000.

D9. RTD agrees to drawdown the original Gold Line SCIP funds of $2.2 million first, before drawing down the North Metro funds transferred to this project.

e. Invoicing. The County shall pay all costs associated with elements other than design and shall construct the West 60th Avenue Improvements, including costs to acquire real property necessary for the project. The County shall provide invoices with supporting documentation demonstrating the amount of the County’s payments to its construction contractors. Provided the County is not in breach of any obligation under this Section 7.12, all contractor certifications have been received, and no contractor is in violation of federal flow down requirement RTD shall pay, within 30 days of receipt of the invoice, the DRCOG funding to the County on the basis of actual allowable costs invoiced and paid by the County, for federally eligible elements of work in an amount not to exceed the DRCOG funding amount of $2,213,923. The County’s final invoice to RTD shall be for any outstanding retainage amounts due to the County’s contractors in accordance with CRS 24-91-101, et seq.

f. Disallowed Costs. The County agrees that reimbursement of any cost in accordance herewith does not constitute a final FTA decision about the whether or not the FTA will allow that cost and does not constitute a waiver of any violation by the County of the terms of the approved grant Agreement. If FTA determines that the County is not entitled to receive any part of the Federal funds requested, RTD will notify the County stating the reasons and RTD will deduct disallowed amounts from pending invoices or if all have been paid, the County will return any funds due to FTA, within 60 days from receipt of a written demand from RTD.

g. Clear Creek • Federal Station Costs. RTD shall be solely responsible for the costs of implementing the Clear Creek • Federal Station Changes, including costs to acquire real property for Clear Creek • Federal Station.
6. Section 7.14(a) (Utah Junction – Clay Street Outfall System) is hereby revised to read in its entirety:

   RTD’s obligation to incorporate the Clay Street Outfall System into the Project design shall be deemed satisfied by implementation of the Gold Line Bridge in accordance with Section 7.8(b) of this IGA.

7. 7.14(d): Little Dry Creek Culverts at NWES

1. Adams County is the grantee of an easement from BNSF Railway Company (BNSF) for a drainage culvert accommodating Little Dry Creek. RTD will be utilizing the existing culvert to construct the CRT Transit System Elements adjacent to the BNSF track-way. RTD will relocate the BNSF track-way to the north on the existing culvert and build the CRT Transit Elements to the south with no required improvements to the culvert except modifications to the existing ballast wall located in the center of the culvert as shown on Exhibit P. RTD agrees to become the grantee of a separate easement for the south half of the existing culvert utilized by RTD. RTD and the County will seek BNSF consent to terminate the easement to the County for the southern half of the easement property utilized by the RTD CRT Transit System Elements and defined by the boundary fence between RTD and BNSF track-ways. RTD will seek a separate easement from BNSF for the construction and maintenance of the south half of the existing culvert utilized by RTD.

2. In the event the BNSF will not allow two easement agreements separating the Parties’ respective ownership and maintenance responsibilities, RTD will pay for maintenance obligations associated with the portion within RTD’s Right-of-Way. In satisfying RTD’s maintenance obligations, RTD may perform or contract for performance of maintenance to the extent and under the terms permitted by the BNSF easement. It is the preference of the County that RTD satisfy its maintenance obligations jointly with the County by reimbursing the County for half the costs related to the maintenance of the structural elements of the reinforced concrete box structure. RTD shall also reimburse the County for half the cost of re-establishment of the existing drainage and pedestrian accommodations provided by the existing reinforced concrete box culvert if required for railroad or CRT operations or to maintain structural sufficiency as defined by AREMA standards. RTD shall only be responsible for the maintenance or any other obligations or expenses that maintain current railroad or CRT related operations. Utility relocation costs, required for shared culvert maintenance expenses established herein shall be jointly developed and mutually agreed-upon prior to committing or expending any funds by either Party. RTD and the County shall plan and coordinate all non-emergency, expenditures sufficiently in advance of such commitments to allow the Parties the opportunity to review, concur and budget for their half of such expenses. The Parties shall renegotiate these terms in good faith if the culvert is significantly modified by either Party.

   a. Section 8.4(a) (Lowell Boulevard Street widening) is hereby deleted in its entirety.

Section 22 (Notices) is hereby revised as follows:
The introductory paragraph in Section 22 (Notices) is revised to read:

Except as may be specifically required herein, all communications required by this IGA will be made in writing via Aconex to the project liaisons identified below (or their delegates). If Aconex is not available, communications may be provided in writing or via e-mail, U.S. First Class Post to the attentions of:

The County copy notice shall be sent to:

Jeanne M. Shreve, Transportation Coordinator  
4430 South Adams County Parkway, 1st Floor, Suite W2000A  
Brighton, Colorado, 80601  
Email: jshreve@adcogov.org  
Phone: (720) 523-6847

The RTD primary notice shall be sent to:

Greg Straight, Eagle Project Manager  
1670 Broadway, Suite 2700  
Denver, Colorado, 80202  
Email: greg.straight@rtd-denver.com  
Phone: (303) 299-6906

h. CONFLICT OF TERMS

In the event of any conflict between the terms or provisions of the IGA and this Amendment, the terms of this Amendment shall govern.

i. DOCUMENTS OTHERWISE UNCHANGED

Except as herein provided, the IGA shall remain unchanged and in full force and effect in accordance with its terms, and each reference to the IGA and words of similar import in the IGA, as amended hereby, shall be a reference to the IGA as amended hereby and as the same may be further amended, supplemented and otherwise modified and in effect from time to time.

j. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

k. GOVERNING LAW

This Amendment shall be construed in accordance with, and this Amendment and all matters arising out of or relating in any way whatsoever to this Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

l. EXECUTION IN COUNTERPARTS

This Amendment may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when it shall have
been executed by each Party and when each Party shall have received counterparts hereof, which, when taken together, bear the signatures of the other Party hereto, and thereafter shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Amendment (including by facsimile or e-mail) shall be effective as delivery of a manually executed counterpart of this Amendment.

m. BINDING EFFECT

This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

n. SEVERABILITY

Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

REGIONAL TRANSPORTATION DISTRICT

By: ______________________________
Name: David Genova
Title: Interim General Manager

Approved as to legal form for the Regional Transportation District:

By: ______________________________
Name: Marla Lien
Title: General Counsel
ADAMS COUNTY:

By: ____________________________
    Charles (Chaz) Tedesco:
    Chairman

LEGAL REVIEW:
Approved as to form

By: ____________________________
    County Attorney

Gold Line/Northwest
DATE: 9/17/15

SUBJECT: Employee Volunteer Program

FROM: Heather McDermott

AGENCY/DEPARTMENT: County Management

ATTENDEES: County Management

PURPOSE OF ITEM: Provide the Commissioners with a proposal for implementing the County Employee Volunteer Program and the 8 hours/employee volunteer leave that was previously approved by the Commissioners

STAFF RECOMMENDATION: Approve Employee Volunteer Program proposal and coordinate dates for kick-off events.

BACKGROUND:

In 2015, the Commissioners approved 8 hours of leave for each County employee (over 30 hours) for purposes of volunteering within the Community. County Management has formulated the attached Implementation Plan for launching this employee volunteer program that will give back to the community; promote social responsibility and altruism; build and strengthen partnerships throughout Adams County; and promote and improve employee wellness.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Management, County Attorney's Office, Human Resources

ATTACHED DOCUMENTS:

Employee Volunteer Program - Implementation Plan
Power Point
DRAFT Flyer for Non-profit Volunteer Coordinator Meeting
Draft T-shirt design
**FISCAL IMPACT:**
Either mark X [] if there is no fiscal impact or provide the following information for the recommended action:

<table>
<thead>
<tr>
<th>Fund(s):</th>
<th></th>
</tr>
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<tr>
<td>Cost center(s):</td>
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<td>Self-generated / dedicated revenues:</td>
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<td>Annual operating costs:</td>
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<td>$</td>
</tr>
<tr>
<td>New FTEs requested:</td>
<td>0</td>
</tr>
</tbody>
</table>

Costs included are estimated for employee t-shirts and possible annual appreciation event. Estimates for these costs are still being obtained.

**APPROVAL SIGNATURES:**

Todd Leopold, County Manager

Raymond H. Gonzales, Deputy County Manager

**APPROVAL OF FISCAL IMPACT:**

[Signature]

Budget / Finance

Ed Finger, Deputy County Manager
Employee Volunteer Program

“Heart at Work!”
Purpose

• Give back to the Adams County community

• Promote social responsibility and altruism

• Build and strengthen partnerships throughout Adams County

• Promote and improve employee wellness
Commissioners’ Goals

High Performing, Fiscally Sustainable Government

• **Goal 1** - Strengthen employee and community engagement
  – Key Performance Measures
    • Number of employees participating
    • Number of hours donated
    • Number of non-profits served

• **Goal 2** - Improve employee morale, retention, and recruitment
  – Key Performance Measures
    • Impact on employee morale

Quality of Life

• **Goal 1** - Neighborhood revitalization
  – Key Performance Measures
    • Number of projects completed
    • Number of causes served as they related to the Commissioners’ Goals
Programs Served

• Programs through established non-profit organizations that provide a direct benefit to the Adams County community

• Programs must be consistent with the mission, values and ethics of the County
Proposed Leave Policy

- Employees working >30 hours approved for 8 hours / wellness credits (employees working <30 hours approved for wellness credits)
- New hires eligible to utilize volunteer hours immediately
- No employee will be able to transfer their hours to another employee
- Volunteer hours cannot be accrued from year to year (use-it or lose-it); not paid out upon separation
Vision ...

- Build partnerships with non-profits
- Identify project-based volunteer opportunities for employees
- Post all eligible projects, AND ...
- Sponsor and highlight a monthly “Heart-at-Work” Day
Proposed Next Steps

- **October** - Meet with Non-profit Volunteer Coordinators (Commissioner Kick-Off)
- **November** – Identify projects for 2016
- **December** - Kick off Event
- **January 2016** – “Heart at Work!”
Heart at Work!

ADAMS COUNTY
VOLUNTEER FORCE
Adams County Government would like to partner with local non-profits that need volunteers to complete community projects throughout the year.

Our county commissioners have graciously offered employees paid time off in exchange for participating in our new volunteer program.

Please join us to learn more about our “Heart at Work” volunteer program and discover how Adams County government employees may be able to help your organization.

We look forward to seeing you on September 29.

September 29, 2015
10 to 11:30 a.m.
Conference Center
Platte River D
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

Please RSVP to Dawn Riggs via email at DRiggs@adcogov.org or by phone at 720.523.6319.
## STUDY SESSION AGENDA ITEM

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<tr>
<th>DATE:</th>
<th>September 22, 2015</th>
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<tbody>
<tr>
<td>SUBJECT:</td>
<td>2016 Preliminary Budget Update</td>
</tr>
<tr>
<td>FROM:</td>
<td>Nancy Duncan, Budget Supervisor</td>
</tr>
<tr>
<td>AGENCY/DEPARTMENT:</td>
<td>Budget Office</td>
</tr>
<tr>
<td>ATTENDEES:</td>
<td>Budget Office Staff (Nancy Duncan, Theresa Wilson, Pernell Olson, Raylene Taylor)</td>
</tr>
<tr>
<td>PURPOSE OF ITEM:</td>
<td>To update the Board of County Commissioners on the 2016 Preliminary Budget</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION:</td>
<td>To present information regarding the progress of the 2016 Preliminary Budget and answer questions.</td>
</tr>
</tbody>
</table>

### BACKGROUND:

Periodic meetings will be held to update the Board of County Commissioners on the progress of the 2016 Preliminary Budget.

### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

### ATTACHED DOCUMENTS:

None
**FISCAL IMPACT:**
Either mark X ☑ if there is no fiscal impact or provide the following information for the recommended action:

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Informational Only

**APPROVAL SIGNATURES:**

Todd Leopold, County Manager

Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager

**APPROVAL OF FISCAL IMPACT:**

[Signature]

Budget / Finance