



# 2024 Little Thompson River Pedestrian Bridge

## Addendum #3

To all plan holders of the 2024 Little Thompson River Pedestrian Bridge contract documents.

Please acknowledge receipt of this Addendum No. 3 dated October 4, 2024 on the Bid Form.

Bid Opening: October 15, 2024, at or before 2:00 pm local time

The following revisions are hereby made to the Contract Documents:

**October 4, 2024**

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1. OmniTRAX Non-Environmental Right of Entry Application mentioned in Addendum #2 is now attached.

**END OF ADDENDUM #3**



## APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-4588, Fax (866) 351-9503

**Check the box if this is a RUSH? If so include a \$1,500.00 check in addition to the application fee.**

# RIGHT OF ENTRY LICENSE APPLICATION Non-Environmental

Return the completed application along with a non-refundable fee in the amount of **\$4,000 USD (\$5,074 CAD)** and a print or sketch of the proposed licensed premises with dimensions, coordinates and directions. Also, depict any planned or existing improvements on the licensed premises and include the distance from the nearest track.

*(Be sure to list the check number(s) at the bottom of the cover sheet AND application).*

Make check(s) payable to:

**OmniTRAX Inc.  
C/O AR Real Estate Department  
252 Clayton Street  
Denver, CO 80206**

*(As information, future payments will also be sent to the address listed above.)*

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultant, it will solely be at the applicant's expense and in addition to the aforementioned fees. INCOMPLETE applications will result in processing delays and applications without the required fees will not be processed. If you are a Canadian business or resident, this fee is a taxable supply. Include the applicable GST.

**REQUESTS FOR RUSH SERVICE:** Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,875 CAD)**, a draft Right of Entry Agreement will be made available for review within **fourteen (14) business days**. Please be sure to mark the box above.

Once an executable Right of Entry Agreement is presented to you, the agreement must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

A Right of Entry is to access property for up to thirty (30) days. Beyond thirty (30) days, you will be responsible for an additional fee of \$3,500 (\$4,375 CAD). You also have the option to purchase a six (6) month Right of Entry for \$20,000 (\$25,000 CAD).

**PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: \_\_\_\_\_**



# RIGHT OF ENTRY APPLICATION – NON-ENVIRONMENTAL

1) Complete Legal Name of Applicant: \_\_\_\_\_

Agreement to be in the name of (if different from above): \_\_\_\_\_

Type of Applicant (please mark one): Corporation \_\_\_ LLC \_\_\_ Individual \_\_\_ Municipality \_\_\_  
Partnership \_\_\_ (General \_\_\_ Limited \_\_\_) Other \_\_\_\_\_

If applicable, state/province of incorporation or organization: \_\_\_\_\_

Federal Tax Identification number (U.S. Leases): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Billing Name, Address (No PO Box), Email, and Phone Number (REQUIRED):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overnight Delivery Service Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Time period of your project and use of the Railroad's property?

**REQUIRED INDICATE DATE RANGE (30 DAY MAX):** from \_\_\_\_\_ to \_\_\_\_\_

2) When do you need to receive this agreement from the Railroad? \_\_\_\_\_  
*(Please allow 30-45 days for processing of this request)*

3) Will there be any activity, material, vehicles or equipment within 50 feet of a railroad track in connection with your project? YES/NO  
If 'YES' Within 25 feet? YES/ NO  
Railroad supervision will be required at all times at Applicant's sole cost and expense.

4) Will there be any excavation involved? YES/ NO *(If 'YES', include shoring plans)*

5) Site Location (City, County & State): \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

6) Railroad: \_\_\_\_\_; Railroad Site Location Information: *(Railroad Mile Post, Subdivision, or any other pertinent location information)* \_\_\_\_\_



**RIGHT OF ENTRY APPLICATION – NON-ENVIRONMENTAL**

7) Purpose of your request: (This must be detailed and complete; attach engineering plans, shoring plans, if applicable, and details to support) If you need additional room, please attach paper to this form. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Check #'s sent:** \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Scheduled Railroad:</b>	<b>Designated Job Site:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Instructions for**  
**Certificates of Insurance (COI)**

Please find the sample Certificate(s) of Insurance (COI) following this instruction page. The sample COI is intended as a guide and outlines the insurance requirements to be evidenced based on the corresponding agreement.

**Please submit the sample COI to your insurance agent or broker for review and issuance upon receipt.** Your insurance representatives must validate that the insured party is in compliance with all required coverages, limits, and applicable endorsements.

Specifically, your insurance agent or broker must ensure that:

1. The sections titled **Insured** and **Certificate Holder** on the certificate reflect the legal entity names and addresses of the contracting parties. These entities should be the same as those identified in the applicable contract.
2. All lines and limits of coverage match those listed in the sample certificate, if there is a difference in requirements of the contract and the COI, please refer to the lines and limits within the contract.
3. Applicable check boxes are appropriately completed per the sample certificate.
4. All additional language identified by the sample certificate is sufficiently addressed in the **Description of Operations** section or on the **Additional Remarks Schedule** on a subsequent page of the certificate.
5. Any endorsements provided to supplement the certificate of insurance must be sufficiently completed.

**Per company policy, please be advised that contracts will not be signed until all relevant insurance documents have been received and approved by Risk Management.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> To be completed by your agent/broker		<b>CONTACT NAME:</b> agent/broker contact	
		<b>PHONE (A/C, No, Ext):</b> XXX-XXX-XXXX	<b>FAX (A/C, No):</b> XXX-XXX-XXXX
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A : Insurer 1	
		INSURER B : Insurer 2	
		INSURER C : Insurer 3	
		INSURER D : Insurer 4	
		INSURER E :	
		INSURER F :	
<b>INSURED</b>			
Contracting Party Legal Entity Name (Entity must match entity identified in contract)			
Mailing Address			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			Policy #: xxxxxx			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			Policy #: xxxxxx			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		X				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X				PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			Policy #: xxxxxx			EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>		X				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		X				\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			Policy #: xxxxxx			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Certificate holder and its affiliates are named as an additional insured where required by written contract. If the contract applies to multiple entities identified in an exhibit, the following wording must be include: "All railroad entities listed in Exhibit ( ) of contract between Certificate Holder and Insured are included as additional insureds where required by written contract." Waiver of subrogation applies in favor of certificate holder with respect to all coverage referenced above as required by written contract. The general liability is endorsed with the CG 2417 or equivalent to delete all exclusions for construction or demolition operations on or within 50 feet of a railroad property, bridge, tracks, road-beds, tunnel, underpass or crossing. All insurance of the Insured is primary and not excess over or contributory with any insurance maintained by Certificate Holder or its affiliates. Umbrella is follow form.

**CERTIFICATE HOLDER****CANCELLATION**

Contracting Party Legal Entity Name (Entity must match entity identified in contract) 252 Clayton St., 4th Fl. Denver, CO 80206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE