

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and QWEST CORPORATION d/b/a CenturyLink QC, a Colorado corporation whose address is 100 CenturyLink Drive, Attention: Construction Services, Monroe, LA 71203 (the “Contractor”), jointly “the parties”.

WHEREAS, QWEST CORPORATION d/b/a CenturyLink QC, provides phone services to the City under various City control numbers including CE95004; CE12303; CE76017; CE95035 and possibly others; and

WHEREAS, Contractor has the need to enter onto City property to maintain, upgrade and install services at numerous locations across the City and County of Denver for City owned locations; and

WHEREAS, for ease and clarity of operations and rather than identify and amend existing agreements, the City and Contractor agree in each instance of required entry that the Contractor shall submit to the City’s Real Estate Department an entry letter, to be reviewed and as appropriate approved, as the need arises allowing Contractor to expedite the delivery of services.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

The parties agree as follows:

1. EXISTING AGREEMENTS: This Agreement does not supersede existing agreements with Contractor for phone and other services. This Agreement is to allow for the expeditious entry onto City property or City buildings for the installation of new or repair of facilities. The terms in this Agreement supplement existing agreements set out above.

2. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Real Estate, (“Manager”) or, the Manager’s Designee.

3. SERVICES TO BE PERFORMED-FORM OF AGREEMENT:

a. The Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on APPENDIX A which shall serve as a template between the parties for entry onto City property.

4. **TERM AND TERMINATION**: The Agreement will commence on May 1, 2020 and last for the duration of the contract terms set out in the recitals above. The Contractor shall complete any work in progress as of the final expiration date and the Term of this Agreement will extend until the work is completed or earlier terminated by the Manager. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor; provided, however, the City shall not have the right to terminate the Agreement if Contractor is providing its services to at least one tenant or occupant on City property or in a City-owned building, unless Contractor is in breach of this Agreement beyond the applicable cure period after notice from the City has been provided.

5. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

6. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

7. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Director of Real Estate or Designee
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

8. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless

during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

9. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

10. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

11. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

12. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: FINAN-202054293-00
Contractor Name: QWEST CORPORATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

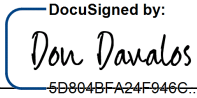
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202054293-00
QWEST CORPORATION

By:  _____
5D884BFA24F946C...

Don Davalos
Name: _____
(please print)

ROW AGENT
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX A



Michael B. Hancock
Mayor

CITY AND COUNTY OF DENVER

Finance Office
Division of Real Estate

201 WEST COLFAX
DEPARTMENT 1010
DENVER, CO 80202-4705
PHONE: (720) 913-1515
FAX: (720) 865-5599

DATE

RE: Access Agreement for Qwest Corporation d/b/a CenturyLink QC ("Permittee")
PURPOSE OF ENTRY– LOCATION, Denver CO

Dear CenturyLink:

This letter is to serve as City and County of Denver ("City") approval for Qwest Corporation d/b/a CenturyLink QC ("Permittee") to temporarily access the building at LOCATION for the express purpose of conducting the Scope of Work ("Work") attached hereto, subject to the procedures and conditions below. This access agreement shall be effective for 30 days beginning on the date Permittee is granted access to the building after first giving written notice per section (g) below and as long as CenturyLink is maintaining the physical infrastructure of the service.

- (a) Access is granted subject to the understanding that it does not convey any property rights in or on the land.
- (b) Permittee may enter into, access and use all parts of the building, up to and including the roof and any conduit, as may be deemed necessary to construct, install, operate, maintain, upgrade, monitor and remove any cables and miscellaneous equipment (collectively, "Equipment"). No roof penetrations are allowed without the express written consent of the City.
- (c) Permittee shall perform all Work in a safe manner consistent with prudent construction standards; perform all Work in such a way as to minimize unreasonable interference with the operation of the building; and obtain prior to the commencement of any Work all federal, state and municipal permits, licenses and approvals required in connection with such construction and Work.
- (d) All risk associated with the installed Equipment will be borne by Permittee. Except as may be required by law or emergency, the City will not interfere with Permittee's use, operation or maintenance of the installed Equipment. The City will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment regardless of the cause, except as may be applicable under the

Colorado Governmental Immunity Act. The City otherwise does not waive any provision of the Colorado Governmental Immunity Act.

- (e) Permittee agrees to indemnify to the extent allowed by law and hold the City and County of Denver harmless from all costs, claims and damages to the extent arising out of the rights and privileges granted in this permit and agrees to make available to the City proof of insurance (which is available at www.centurylink.com/moi) including the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers as an additional insured in the amount of one million dollars (\$1,000,000).
- (f) This Permit for construction activities may be revoked and Permittee ordered to stop Work for any breach of the conditions under which this Access Agreement is granted.
- (g) Permittee must provide at least 48 hours prior written notice in advance of accessing the site, and must also provide a schedule of construction and dates/times that access is anticipated to:
 - i. City and County of Denver Division of Real Estate – Kathryn Spritzer, Kathryn.spritzer@denvergov.org, 720-865-2505
 - ii. ONSITE CONTACT INFORMATION
- (h) Permittee is responsible for the placement of sufficient safeguards around all obstructions and for providing necessary personnel to warn and prevent the general public from entering any potentially hazardous Work areas. A fence must be erected to cordon off construction zones. No construction activity of any kind shall be allowed outside of construction zones. Permittee must install a detour around the job site.
- (i) Permittee is responsible for causing any damage or disruption to the building systems as a result of Permittee's Work, including communication, HVAC, plumbing, electrical, structural systems, and landscaping/irrigation and if damaged, will restore any such systems to substantially the same condition as immediately prior to Permittee's Work.
- (j) Permittee agrees to keep all Equipment in areas designated by City.
- (k) Permittee is responsible for any and all environmental issues that result from Permittee's Work and must follow the instructions of the City and County of Denver, Department of Public Health and Environment representative. City will inform Permittee of any known existence, location, and condition of any hazardous materials (including asbestos and lead-based paint) that may affect Permittee's Work. If available, City will provide Permittee with any hazardous materials survey conducted on the site. Permittee must have a plan to manage any regulated asbestos containing materials in accordance with Section 5.5 of the Colorado Solid Waste Regulations (6 CCR 1007-2, Part 1). This may include having a certified asbestos building inspector at the job site during excavation. Call Steve Gonzales, Asbestos Program manager, with any questions: 303.880.0981.
- (l) Permittee is responsible for all utility research and location as well as compliance with any easements affecting the area of Work.

- (m) This Access Agreement shall not be in full force or effect until the Permittee and the Director of Real Estate, or authorized designate, have agreed to the terms and conditions of the Permit by affixing their respective signatures below and until notice of construction start is provided in accordance with section (g) above. The Director of Real Estate, or authorized designate, shall consult with the City's Technology Services Department and with any City Agency directly impacted by the Work.
- (n) In connection with the performance of work under this contract, Permittee may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Permittee shall insert the foregoing provision in all subcontracts.

Please let me know if you have questions.

Very truly yours,

Lisa Lumley
Assistant Director of Real Estate

Agreed and Accepted by Permittee:

By (printed name/signature): _____

Title: _____

Date: _____

Attachment: Scope of Work



Street Address: 1265 Mariposa St

Suite:

CenturyLink™





Street Address: 1265 Mariposa St

Suite:

CenturyLink™

Feed P A0846949

Place fiber, weather head, pullbox and 2" conduit by copper drop.

1265 Mariposa St



Street Address:
Suite:

Century Link Reference Only:
DSR: **ARMOR:**
FW: **WFMT:**



Power

Basement Server Rack
19" RR
Place all equipment
here

Entity: **Qwest Corporation d/b/a CenturyLink QC**

SOW:

CENTURYLINK AND/OR CENTURYLINK'S CONTRACTORS, PAULEY CONSTRUCTION TO PLACE NEW FIBER FACILITIES FOR UNIVERSITY OF DENVER LOCATED AT 1265 MARIPOSA ST, DENVER, CO

- CENTURYLINK FIBER PLACEMENT INCLUDES PLACING FIBER ON POLE (SHOWN AS A0846949) – SLIDES 1 -2. FIBER WILL BE TAKE UP THE POLE AND THEN AERIAL TO 1265 MARIPOSA ST, DENVER, CO.
- CENTURYLINK WILL PLACE A 2" CONDUIT, PULL BOX AND WEATHERHEAD ON BUILDING (NEXT TO EXISTING COPPER CABLE) – SLIDE 2
- FIBER WILL BE PULLED INTO BASEMENT DMARC VIA A 1 ¼" INNERDUCT - SLIDE 3
- CENTURYLINK WILL TERMINATE FIBER ON THE EXISTING RELAY RACK ON A NEW FDP AND PLACE A NEW CIENA 3916M



4" CBO->

EAST
WALL->



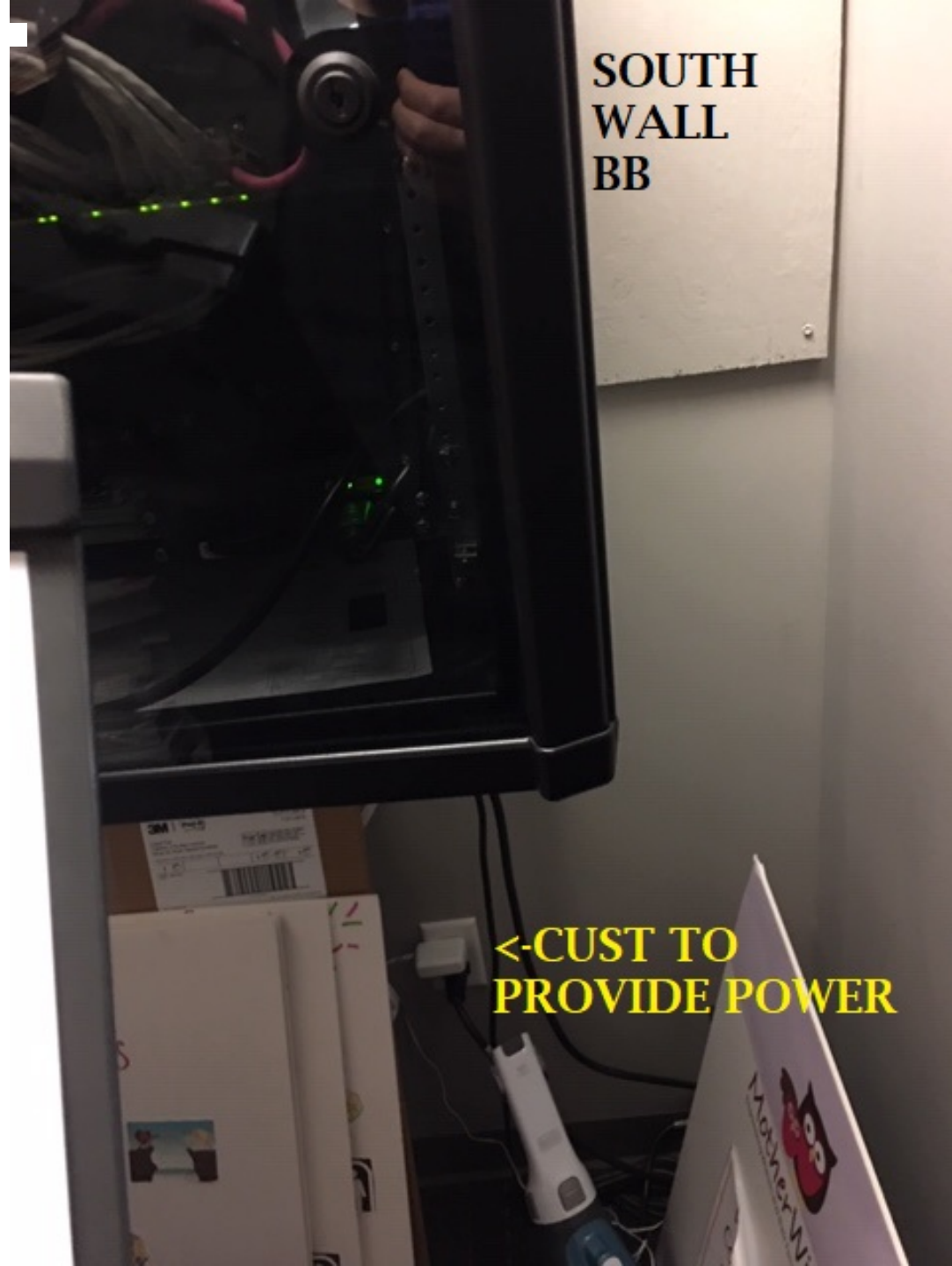
PWR->

FDP HERE

CIENA HERE

EAST WALL BB

2ND FLOOR APOP



SOUTH
WALL
BB

<-CUST TO
PROVIDE POWER

Entity: **Qwest Corporation d/b/a CenturyLink QC**

SOW:

CENTURYLINK AND OR CENTURYLINK'S CONTRACTORS, PAULEY CONSTRUCTION TO PLACE NEW FIBER FACILITIES TO UNIVERSITY OF DENVER LOCATED AT 1330 FOX ST SUITE 5.

- CENTURYLINK FIBER WILL ENTER 1330 FOX ST VIA AN EXISTING WEATHERHAD ON SIDE OF BUILDING (SLIDE 1)
- FIBER WILL BE PULLED INTO 2ND FLOOR APOP (2ND FLOOR IT CLOSET) (SEE SLIDES 2-3)
- CENTURYLINK WILL TERMINATE FIBER ON THE EAST WALL OF THE 2ND FLOOR IT CLOSET ON A NEW FDP AND PLACE A NEW CIENA (SLIDE 2-3)
- CENTURYLINK WILL RUN CAT5/6 WIRING FROM NEW CIENA IN THE 2ND FLOOR IT CLOSET TO UNVERISTY OF DENVER IN THEIR SUITE TO BE CONNECTED TO UNIV4ERSITY OF DENVER'S EQUIPMENT (SLIDE 4)

THE NEW CIENA IN THE 2ND FLOOR IT CLOSET WILL BE AVAILABLE FOR OTHER ETHERNET ORDERS FROM TENANTS AT 1330 FOX ST. FUTURE ORDERS UP TO 2G, CENTURYLINK WILL ONLY NEED TO PLACE NEW CAT5/6 WIRING TO OTHER TENANTS SUITES.