



OFFICE OF THE CITY ATTORNEY

DEC 06 2016

TO: \_\_\_\_\_

**CONDITIONAL**

**Document Routing Cover Sheet**

Please print and attach to your document.

You can view the status of your contract using the [Contract Tracking Status Page](#).

<b>Routing Number</b>	20161205-2505		
<b>Originating Dept</b>	Information Technology		
<b>Routing Contact Person</b>	Paul Williams	<b>Phone Number</b>	303-441-1947
<b>Project Manager / Contract Administrator</b>	Paul Williams	<b>Email</b>	williamsp@bouldercolorado.gov
<b>Counter Parties</b>	University Corporation for Atmospheric Research		
<b>Contract Title / Type</b>	Conduit/Fiber Lease Agreement		
<b>Number</b>			
<b>Description</b>	This agreement is an in-kind trade of 20 year leases of UCAR fiber optic cables and city underground conduit. UCAR leases fiber optic cable strands to the city in exchange for the city leasing conduit to UCAR.		
<b>Action Items</b>			
<b>Date</b>	<b>Note</b>		
(1)	approved by council @ March 7 Council meeting		
(2)			
(3)			
<b>Expiration Date</b>	<del>12/5/26</del> 12/5/2036		
<b>Amount</b>	\$0	<b>Expense Type</b>	—

• Dept. Head Signature Don J. [Signature] ✓

**NOTE; Originating Department:** Identify with a check mark all areas document needs to be routed.

- Purchasing \_\_\_\_\_
- Budget \_\_\_\_\_
- Sales Tax \_\_\_\_\_
- CAO LSK
- City Manager LB 3/15/2017
- Central Records NO

ONE COPY TO BE RETURNED TO UCAR.

A link to the electronic copy of the document(s) will arrive via e-mail to the e-mail addresses on the routing form once document has been scanned into LaserFiche.

02/11/2017 01:00 PM  
CITY OF BOULDER  
OFFICE OF THE CITY ATTORNEY  
RECEIVED

## CONDUIT/FIBER LEASE AGREEMENT

between

THE CITY OF BOULDER

and

THE UNIVERSITY CORPORATION FOR ATMOSPHERIC RESEARCH

This CONDUIT/FIBER LEASE AGREEMENT (this “Agreement”) is made and entered into this 5 day of DECEMBER, 2016 (the “Effective Date”) by and between the City of Boulder, Colorado (the “City”) and the University Corporation for Atmospheric Research, a Colorado not-for-profit corporation (“UCAR”). The City and UCAR may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

- A. The City is the owner of a two inch (2”) nominal diameter conduit, located in an access point at the southwest corner of the property of 3085 Center Green Drive (“CG2”) and continuing to an access point installed west of 3065 Center Green Drive (“N05W03-1644”) in the City of Boulder, Colorado, as depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “Conduit”).
- B. UCAR is the owner of four singlemode fiber optic strands located between the primary UCAR computer rooms in UCAR buildings CG2 and 3450 Mitchell Lane (“FL2”), as depicted on Exhibit B, attached hereto and incorporated herein by this reference (the “Fiber”).
- C. UCAR desires to install telecommunications cables in the Conduit.
- D. The City desires to connect the Fiber to other City fiber optic cables and/or equipment.
- E. The City has determined that the Conduit will not be required for a public purpose during the Term of this Agreement, and that the use of the Conduit by UCAR will not impair the public health, safety or welfare and desires to lease the Conduit to UCAR in exchange for the City’s use of the Fiber.
- F. UCAR has determined that the Fiber will not be required for its purposes during the Term of this Agreement and desires to lease the Fiber to the City in exchange for UCAR’s use of the Conduit.

### AGREEMENT

In consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
2. **Lease of Conduit.**
  - a. **Lease of City Conduit.** The City hereby leases, demises and sets off to UCAR the Conduit. UCAR shall have the right to install telecommunications cabling inside the Conduit.
  - b. **Lease of Fiber.** UCAR hereby leases, demises and sets off to the City the Fiber. The City shall have the right to connect the Fiber to other City fiber optic cables or equipment.
  - c. **Assignment and Subletting.** Neither Party shall assign the lease granted in this Section nor sublease, pledge or mortgage its interest in the Conduit or the Fiber or any part thereof without the express, written consent of the other Party. Neither Party shall do any act that would in any way encumber the title to the Conduit or the Fiber or permit them to become subject to a lien of any kind.
3. **Term.** The term of this Agreement and the term of the lease granted herein (the "Term") shall commence upon the Effective Date and shall terminate at 11:59 p.m. on the day before the twentieth (20<sup>th</sup>) anniversary of the Effective Date, unless earlier terminated by either Party in accordance with the provisions herein.
4. **Construction Costs.** UCAR shall be responsible for connecting the Conduit end points to the UCAR facilities and for installing telecommunications cables in the Conduit. Any and all costs associated with such connection and installation shall be the sole responsibility of UCAR. The City shall be responsible for connecting the Fiber to other City fiber optic cables or equipment. Any and all costs associated with such connection shall be the sole responsibility of the City.
5. **Use of Conduit/Fiber.**
  - a. **Maintenance and Repair Responsibilities.** The City shall be responsible for the maintenance and repair of the Conduit, including utility locates. UCAR shall be responsible for the operation, maintenance and repair of any telecommunications cabling it installs inside the Conduit. UCAR shall be responsible for the maintenance and repair of the Fiber, including utility locates. UCAR uses the Conduit at its own risk. The City uses the Fiber at its own risk.
  - b. **Repair of Damages.** Each party agrees to promptly repair all damage caused by it or its contractors to any existing conduit or fiber optic cable owned by the City or UCAR. If such damage poses a threat to the health, safety or welfare of the public or individuals, the Party that owns the damaged conduit or fiber may cause repairs to be made at the other Party's expense and the other Party shall reimburse the Party that owns the damaged conduit or fiber within thirty days of its receipt of an invoice for the repairs.
6. **Notice.** All notices shall be in writing and shall be delivered by certified mail return receipt requested or by overnight delivery that is capable of providing proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the Parties as specified below:

If to City: IT Director  
City of Boulder  
3065 Center Green Drive  
Boulder, CO 80301  
Attention: Don Ingle

With a copy to: Office of the City Attorney  
1777 Broadway, Second Floor  
P.O. Box 791  
Boulder, CO 80306

If to UCAR: UCAR  
P.O Box 3000  
Boulder, CO 80307  
Attn: Contracts Office

With a copy to: UCAR  
P.O Box 3000  
Boulder, CO 80307  
Attn: Office of General Council

7. **Utility Notification Center and Line Location.** The Parties each agree to maintain membership in, and coordinate its activities with, the Utility Notification Center of Colorado and any successor organization coordinating location of utility lines. The Parties agree to respond promptly and appropriately to all line location requests from the public or from other utilities, whether or not such requests are made through the Utility Notification Center.
8. **Removal/Ownership of Facilities.** Upon the termination of this Agreement, and at the City's sole discretion, UCAR shall either remove all facilities owned by UCAR within the Conduit, at UCAR's sole cost and expense, or abandon the facilities in place. All UCAR facilities abandoned in place shall become the property of the City.
9. **Termination.**
  - a. **Material Breach.** If either Party defaults in the performance of any material term of this Agreement and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting Party may terminate this Agreement by providing ten- (10-) days prior written notice of termination to the defaulting Party.
  - b. **Bankruptcy or Insolvency.** Either Party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other Party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency Laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or

insolvency Laws is filed against that other Party and is not dismissed within sixty (60) days after it was filed.

- c. Termination for Convenience. Either Party may terminate this Agreement at any time during the term stated herein and without cause, provided that the Party gives the the other Party one hundred twenty (120) Days prior written notice. The date of termination shall be effective one hundred twenty (120) Days from the date of the notice.

#### **10. Confidential Information.**

##### **a. Obligations.**

- i. Records maintained by the City are subject to public disclosure pursuant to the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* (“**CORA**”). Certain confidential business and other records are exempt under CORA or do not meet the definition of public records. If UCAR provides to the City documents that include trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, including a social security numbers, or if the City provides documents to UCAR that it considers confidential or otherwise not subject to disclosure under CORA (“**Confidential Information**”), the Party disclosing Confidential Information (the “**Discloser**”) shall segregate any documents including Confidential Information from other documents provided to the Party receiving Confidential Information (the “**Recipient**”) and shall clearly identify such documents with a stamp, watermark or other clear mark identifying the documents as Confidential Information.
- ii. Subject to the provisions and exceptions set forth in CORA, the Recipient (i) shall use such Confidential Information only in order to fulfill its obligations under this Agreement (the “**Purpose**”); (ii) shall reproduce such Confidential Information only to the extent necessary for the Purpose; (iii) shall restrict disclosure of such Confidential Information to its and its affiliates' employees and agents who need to know such Confidential Information to carry out the Purpose and who are not direct competitors of the Discloser (and shall require such employees and agents to undertake confidentiality and use obligations at least as restrictive as those Recipient assumes herein); (iv) shall not disclose such Confidential Information to any other party without prior written approval of the Discloser; and (v) shall protect such Confidential Information with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature, which shall be no less than reasonable care. If Recipient discloses Confidential Information to an employee, affiliate, or other person in accordance with the terms of this Agreement, any subsequent disclosure or use of such Confidential Information by such employee, affiliate, or other person shall be deemed a disclosure or use by Recipient and Recipient shall be responsible for such disclosure or use.

- iii. The restrictions on use and disclosure of Confidential Information shall not apply unless such Confidential Information, when in tangible, electronic or viewable form is marked confidential or proprietary by Discloser, or when disclosed only orally is both identified as confidential or proprietary at the time of disclosure and summarized in a writing so marked and provided to Recipient within thirty (30) days following the oral disclosure; except that (i) any unmarked material and any verbally disclosed information that Recipient knows or reasonably should know to contain Confidential Information of the Discloser and all written or oral pricing and contract proposals exchanged between the Parties shall be subject to the use and disclosure restrictions of this Agreement. Within the 30-day period referenced above, all Confidential Information communicated only orally shall be subject to the use and disclosure restrictions of this Agreement.
  - iv. Each Party shall ensure that its employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each Party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other Party. A Party shall undertake to immediately notify the other Party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement.
  - v. Notwithstanding the foregoing, nothing in this Agreement shall restrict either Party with respect to information or data identical or similar to that contained in the Confidential Information of the other Party but which (1) that Party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that Party; (3) is subsequently furnished rightfully to that Party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing Party will exercise reasonable efforts to notify the other Party prior to disclosure.
  - vi. UCAR shall notify the City if UCAR: (i) permits any person to review or gives to any person any document, photograph, tangible thing, or work product referred to in this Agreement if such person has not been authorized by the City in writing to review or receive such document, photograph, tangible thing, or work product; or (ii) receives a request for inspection, a request for production, a subpoena, a court summons, or a court order relating to any document, photograph, tangible thing, or work product referred to in this Agreement.
- b. Know-How. For the avoidance of doubt, neither the City nor UCAR shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

- c. Remedies. Each of the Parties agrees that if either of them, their officers, employees or anyone obtaining access to the Confidential Information of the other Party by, through or under them, breaches any provision of this Section 11, the non-breaching Party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching Party, its officers or employees directly or indirectly realize or may realize as a result of or arising out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 10, the Parties agree that the non-breaching Party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching Party arising from a violation of this Section 10 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the Parties agree that the non-breaching Party shall be entitled to temporary and permanent injunctive relief against the breaching Party, its officers or employees and such other rights and remedies to which the non-breaching Party may be entitled to at law, in equity or under this Agreement for any violation of this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement for any reason.

#### **11. Indemnification.**

- a. Indemnification. UCAR shall indemnify, defend and hold harmless the City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnatee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by UCAR or its representatives in the performance of UCAR's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of UCAR contained in this Agreement.

To the extent permitted by law, the City shall indemnify, defend and hold harmless UCAR, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing ("UCAR Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a UCAR Indemnatee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by the City or its representatives in the performance of the City's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of the City contained in this Agreement.

#### **12. Insurance Requirements.**

a. **Limits.** UCAR agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

i. Workers' Compensation and Employers' Liability:

1. Any State in Which  
Services Performed: Statutory
2. Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee

ii. Commercial General Liability:

1. Bodily injury & Property Damage General
  - a. Aggregate Limit: \$1,000,000
2. Products/Completed Operations
  - a. Aggregate Limit: \$1,000,000
3. Personal & Advertising Injury Limit: \$1,000,000
4. Each Occurrence Limit: \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages:

Premises Operations; Personal and Advertising Injury; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

The policy shall include Additional Insured-Owners, Lessees or Contractors Endorsement for completed operations, ISCO CG 2037 form or equivalent.

This coverage shall remain in place for one (1) year after the project is complete.

iii. Commercial Automobile Liability Limits

1. Bodily Injury & Property Damage
  - a. Combined Single Limits: \$1,000,000
2. Uninsured/Underinsured Motorist: \$ 100,000

Policies shall cover owned, non-owned, & hired autos.

b. **Coverage.** Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the City or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect UCAR, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of



UCAR, its agents, employees, and representatives in the performance of the Services covered herein.

- c. **Additional Insureds.** All insurance policies (except Workers Compensation and Professional Liability) shall include the City and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.
- d. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notices, UCAR or its insurance broker shall endeavor to notify the City of any cancellation, suspension, or non-renewal of any insurance policy within thirty (30) days of receipt of insurers' notification to that effect.
- e. **Certificates.** Certificates showing that the UCAR is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the City prior to the execution of this Agreement by the City. UCAR, or UCAR's insurance broker, shall notify the City of any cancellation or reduction in coverage or limits of any insurance within thirty (30) days of receipt of insurer's notification to that effect. UCAR shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

**13. Representations and Warranties.** Each Party represents and warrants that:

- a. It has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement;
- b. The execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject;
- c. No litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

**14. Miscellaneous Provisions.**

- a. **Rules of Construction.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

- b. Joint Work Product. This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.
- c. Scope of Agreement. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the Parties consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.
- d. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.
- e. Force Majeure. Neither Party shall be in default by reason of any failure or delay in performance of this Agreement of its terms and conditions, or one or more of its obligations hereunder, and such excused Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay if such failure arises out of causes beyond the control of the non-performing Party including, but not restricted to, acts of God or nature, including an earthquake, flood or tornado; acts of governmental authority, government codes, ordinances, actions, laws, rules, regulations or restrictions; insurrections, war or civil disorder; fires, floods, accidents; epidemics, quarantines; restrictions; strikes or other labor disputes (other than such excused Party's employees); lack of or delay in transportation, freight embargoes, inability to secure raw materials or transportation facilities; acts of omissions of other entities or any and all other causes beyond such Party's reasonable control. Such Party shall notify the other Party in writing of the existence of the event relied on and the cessation or termination of said event of Force Majeure and such Party shall exercise commercially reasonable efforts to minimize the time of any such delay. If an event of Force Majeure continues for more than ninety (90) days, and if the non-affected Party cannot (i) resolve the matter within such time period or (ii) provide the affected Party with an alternative solution to such matter within the same time period, such alternative solution to be substantially similar in effect to the matter affected by the Force Majeure, the affected Party has the right to terminate this Agreement.
- f. Amendment. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties. Neither Party shall assign any of its rights hereunder without the prior written consent of the other Party.
- g. Assignment. This Agreement may not be assigned by either Party without the other Party's prior written consent. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.
- h. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not confer any rights upon any person or entity not a party to this Agreement.

- i. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver
- j. by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- k. Applicable Law; Venue. Both Parties shall comply with all applicable Laws. This Agreement shall be construed in accordance with the Laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Boulder County, Colorado and each Party consents to jurisdiction and venue before such courts.
- l. Limitation on Liability. It is specifically understood and agreed that nothing in this Lease shall be construed as an express or implied waiver by the City of its governmental immunity or of the implied acceptance by the City of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. Sections 24-10-101, et seq., or as the assumption by the City of a debt, contract or liability of Lessee in violation of Article XI, Section 1 of the Constitution of Colorado.
- m. Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, including the removal of equipment obligations set forth in Section 8 hereof, shall survive and be enforceable after the expiration or termination of this Agreement.
- n. Entire Agreement. This Agreement, including any Exhibits, contains the entire agreement between the Parties and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties.
- o. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Facsimile signatures and scanned and emailed signatures shall be treated as originals.

[Signature page follows]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

UNIVERSITY CORPORATION FOR  
ATMOSPHERIC RESEARCH

By: [Signature]  
Title: Contract Administrator

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

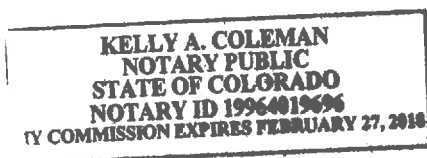
The foregoing instrument was acknowledged before me, a notary public, this 28<sup>th</sup> day of November, 2014, by Justin Lee, as Contract Administrator of the University Corporation for Atmospheric Research.

Witness my hand and official seal.

My commission expires:

(SEAL)

[Signature: Kelly A. Coleman]  
Notary Public



CITY OF BOULDER

By: [Signature: Jane S. Brantzen]  
City Manager

ATTEST:

[Signature: Lyttie Beck]  
City Clerk

APPROVED AS TO FORM:

[Signature: Debra S. Kalish]  
City Attorney



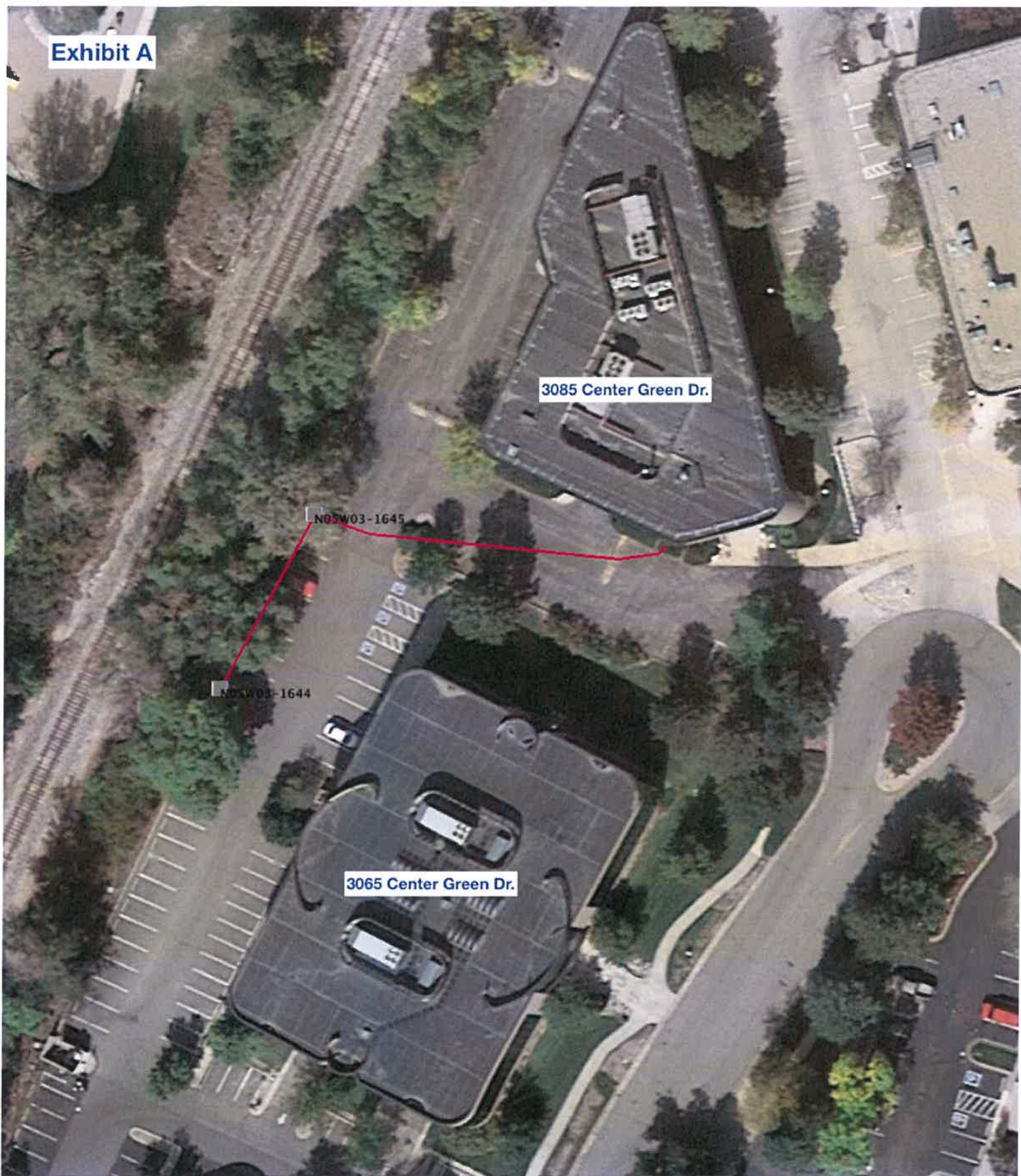
Exhibit A

3085 Center Green Dr.

N05W03-1645

N05W03-1644

3065 Center Green Dr.





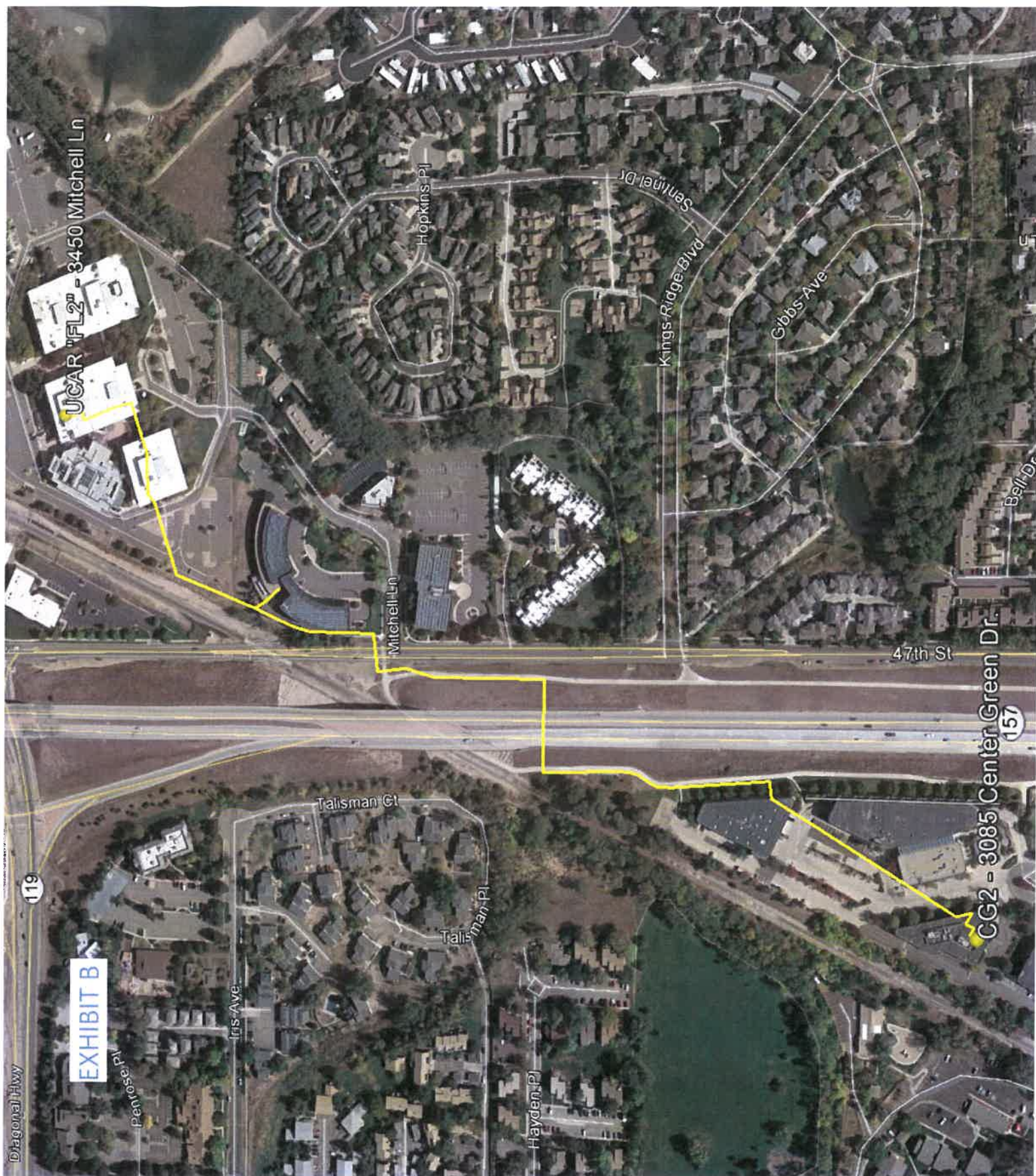


EXHIBIT B

UCAR "FL2" - 3450 Mitchell Ln

CG2 - 3085 Center Green Dr.

119

157



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/29/2016

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> Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way, Suite 700 Centennial CO 80111	<b>CONTACT NAME:</b> Anita Bruner	
	<b>PHONE (A/C, No, Ext):</b> 303-898-2574 <b>FAX (A/C, No):</b> 303-889-2575 <b>E-MAIL ADDRESS:</b> Anita_Bruner@ajg.com	
<b>INSURED</b> University Corporation for Atmospheric Research PO Box 3000 Boulder, CO 80307	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Great Northern Insurance Company	20303
	<b>INSURER B:</b> Federal Insurance Company	20281
	<b>INSURER C:</b> Travelers Property Casualty Co of A	25674
	<b>INSURER D:</b> Pinnacol Assurance Company	41190
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER: 2128849407

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		35818279	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$InchAgg \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			74969950	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP11S0497616NF	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4048664	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Agreement Number: L17-27108  
Period of Performance: 1/1/2017 - 12/31/17.  
City of Boulder is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.  
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Boulder 1777 Broadway Boulder CO 80302	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 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc.		<b>NAMED INSURED</b> University Corporation for Atmospheric Research PO Box 3000 Boulder, CO 80307	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.