

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SPRINT SOLUTIONS, INC.**, as contracting agent on behalf of the applicable Company affiliated entities providing wireless telecommunications equipment and services, a Delaware corporation authorized to do business in the State of Colorado (the “Company”).

BACKGROUND

A. The Company, through its affiliated entities, operates the Nationwide Sprint Network, the Sprint 3G Network, the Sprint 4G Network and the Nextel National Network (collectively, the “**Networks**”), to provide wireless telecommunications services in certain geographic areas of the United States (collectively, the “**Services**”). Each wireless telephone or other access device that accesses the Networks and uses the Services is referred to as a “**Device.**”

B. The Company will install, operate, repair, replace, maintain and remove the CNS Equipment (defined below) identified in this Agreement at Licensed Premises (defined below) as mutually agreed and as set forth in *Exhibit A* and *Exhibit B* to this Agreement, and subject to the terms and conditions set forth in *Exhibit D*. CNS Equipment may include signal source equipment for the Company’s Networks and/or the Company-dedicated distributed antenna system equipment for the purpose of enhancing the provision of the Services (collectively, the “**CNS Equipment**”). CNS Equipment does not include any equipment provided to the City pursuant to any other contract or agreement between the Parties.

C. The City owns, leases or otherwise has the legal right to occupy the property and building(s) known as the Denver Crime Lab and located at 1371 Cherokee Street, Denver, CO 80204, referred to as the “**Property**”. The CNS Equipment will be at locations at the Property as further identified in *Exhibit A* and *Exhibit B* to this Agreement (“**Licensed Premises**”). The “Licensed Premises” will include riser, conduit and other space required for cable runs to connect the CNS Equipment and all necessary non-exclusive easements for vehicular and pedestrian access thereto, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of the Company.

D. The parties desire that Sprint interconnect/plug-in the CNS Equipment to City’s multi-carrier distributed antenna system (“DAS”), as more fully detailed in Exhibit A and Exhibit B. The City will

provide for the operation and maintenance of the DAS and be responsible for administering and monitoring the integration of any third party FCC licensed mobile service carrier (“Carrier”) with the DAS.

SECTION 1: GRANT OF RIGHTS

1.01 License.

The City hereby grants to the Company a limited non-exclusive license to use the Property described on attached **Exhibit A** and **Exhibit B** (the “Licensed Premises”) for the installation, operation, repair, maintenance, replacement and removal of in-building wireless distribution equipment to enhance services at the Property.

SECTION 2: DEFINITIONS

2.01 Definitions.

a. **City Equipment** shall mean wireless telecommunications equipment owned by the City and operated at the Property.

b. **CNS Equipment** shall have the meaning set forth in Background Paragraph C and shall also mean all of the equipment listed in *Exhibit A* that will be installed in the Licensed Premises.

c. **Emergency** shall mean an occurrence or incident at the Licensed Premises and/or Property or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, hazardous substance, oil spill, environmental contamination, epidemic, air pollution, explosion, civil disturbance, terrorism, hostile military or paramilitary action, or breach of security.

d. **Facility Manager** shall mean the Manager that oversees the operation of the Property.

e. **Licensed Premises** shall have the meaning set forth in Background Paragraph E and is described in further detail in *Exhibit A and Exhibit B*.

f. **Project Manager** shall mean the Manager of Electronic Engineering Bureau.

g. **Property** shall mean the building and associated real estate located at 1371 Cherokee Street, Denver, CO 80204, as further described in *Exhibits A and B*.

h. **Radio Frequency Interference or RF Interference** shall mean any emission, radiation or induction that effects the functioning of or degrades, obstructs, or interrupts wireless communications.

- i. **Statement of Work** shall mean the Statement of Work set forth in *Exhibit A*

SECTION 3: TERM

3.01 Term of the Agreement.

The initial term (“Initial Term”) of this Agreement shall commence on execution of this Agreement (“Commencement Date”), and shall terminate five (5) years from the Commencement Date. Notwithstanding the foregoing, The City may terminate this Agreement without cause upon 30 day prior written notice to the Company. Installation of the CNS Equipment is complete when the City accepts the CNS Equipment in accordance with the Company’s standard system acceptance criteria (“**System Acceptance**”). At the City’s request, the Company will provide a copy of its standard system acceptance criteria. Regardless of the specific Term, for any portion of an in-building solution deployment that enhances the provision of the Services from the Nextel National Network (“Nextel Solution”), the initial term begins on the Commencement Date and expires on June 30, 2013, with no renewal terms. When the Nextel Solution is terminated under this section, any remaining in-building solution deployment under this Agreement that enhances the provision of the Services from the Nationwide Sprint Network, the Sprint 3G Network, or the Sprint 4G Network will remain in effect until the applicable term is terminated or expires.

3.02 INTENTIONALLY LEFT BLANK

SECTION 4: COMPENSATION

4.01 Cost.

The Company will provide, at its own cost and expense, the installation, and maintenance for all CNS Equipment to be installed on the Licensed Premises. The City will provide, at its own costs and expense, the installation and maintenance for the DAS.

4.02 Fees.

The Company’s consideration for this Agreement shall be (i) the mutual promises between the parties and for other good and valuable consideration the receipt and sufficiency of which is acknowledged; and (ii) the construction, installation, operation, and maintenance of the CNS

Equipment, at the Company's expense, for the purpose of providing wireless coverage within the specified areas of the Property in accordance with the terms and conditions of this Agreement. There shall not be any license fee or rent for this Agreement.

4.03 RF Interference Costs

In the event the City conducts site interference studies, field tests or other activities related to the resolution of RF Interference to City Equipment, Company shall pay for a pro rata share of the costs of such studies, unless Company or another licensee with equipment located on the Property is determined to be solely responsible for the RF Interference which necessitated the study, in which case the applicable licensee solely responsible for the RF Interference shall pay all costs. Pro rata share shall be determined by dividing the costs by the number of non-City licensees located at the Property. Notwithstanding the foregoing, the City agrees that: (i) it shall only conduct such studies when the City Equipment is being actively interfered with; and (ii) the costs of any studies or testing relating to the addition of a new licensee or tenant on the Property, or to the operation of new frequencies at the Property by an existing licensee or tenant, shall be borne solely by the applicable new or existing licensee/tenant.

SECTION 5: INSTALLATIONS AND CONSTRUCTION

5.01 Plans and Specifications of the CNS Equipment

a. The Company shall, at its sole cost and expense, design and construct upon the Licensed Premises, the CNS Equipment pursuant to the plans and specifications set forth in *Exhibit B*. The CNS Equipment, shall in all respects be installed in accordance with all applicable rules and regulations of the City, and pursuant to a building permit and zoning permit to be obtained from the City and according to the customary terms and conditions thereof and design guidelines of the Denver Police Department, if any.

b. Prior to any installation and/or construction of additional equipment not set forth in *Exhibit B*, four (4) copies of full and complete plans and specifications for the CNS Equipment must be submitted to the Manager of Electronic Engineering Bureau for review. These plans and specifications must include complete specifications of transmitter power, operating frequencies, filter passband and rejection characteristics, antenna model numbers and radiation patterns (both horizontal

and vertical plane patterns), antenna height and location. Within forty five (45) days of receipt, the City will either approve or reject the submission. If the City does not notify the Company within that forty-five (45) day period that the Company's plans have been disapproved, then such plans will be conclusively deemed rejected in all respects by the City. If the City timely objects to or disapproves of the Company's plans, then the Company may resubmit the plans which the City must approve or disapprove in writing within thirty (30) days following the City's receipt. If the City fails to timely respond after receipt of the amended plans, then the amended plans will be conclusively deemed rejected. In the event the City rejects the Company's plans (or Company's resubmitted or revised plans), Company may terminate this Agreement in accordance with Section 9.05 herein. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of CNS Equipment and modifications made within the interior of any shelters or base station equipment shall not be considered "additional equipment" requiring Manager plan review pursuant to this Paragraph.

5.02 Construction Payment and Performance Bonds.

Prior to commencement of any installation of Equipment on the Licensed Property, Company's contractors shall furnish bonds to Company assuring One Hundred Percent (100%) performance and labor and material payment of Company's construction activity in the amount of One Hundred Percent (100%) of the construction contract price in the form attached as *Exhibit C*. Such bonds shall guarantee prompt and faithful performance of Company's construction contract and prompt payment by Company's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by said contractors, subcontractors and suppliers in the prosecution of the work provided for in Company's construction agreement and shall protect the City from any liability, losses or damages there from. Company shall furnish a copy of such bonds to the Facilities Manager. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.

5.03 Access.

a. Subject to any rules and regulations or standards heretofore or hereafter adopted and promulgated by the City, the Police Department, or the Manager of Electronic Engineering Bureau, including without limitation any nondiscriminatory rules and regulations governing entrance to and use

of the Licensed Premises, the Company has the reasonable right of access, ingress to and egress from the Property and Licensed Premises between the hours of 7:00 a.m. and 5:00 p.m. from Monday through Friday for the Company's employees, and agents, its or their suppliers of materials and furnishers of service, so long as such personnel have sufficient identification badges, and the City shall provide access for their equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the CNS Equipment, all with prior notice to and approval from the Facilities Manager or other designated persons. Access in secured facilities may require compliance with additional security clearance, such as background investigations. Company agrees to comply with all security clearance procedures and pay all costs for such security clearances.

b. The Company shall perform all construction and regularly scheduled maintenance work between the hours of 7:00 a.m. and 5:00 p.m. In case of emergency or unscheduled repairs, the Company will contact the Facilities Manager or Director of Security and shall provide the City with reasonable notice under the circumstances (at least one hour in advance of visit, if possible). The City will provide the Company with reasonable written procedures for accessing the Licensed Premises and the CNS Equipment, including contact names and phone numbers for routine and emergency/unscheduled access notice. In addition, the City will provide the Company with timely notice of any access changes including changed pass codes, locks, keys and/or procedures.

5.04 Modification of Access Route.

The City may, at any time, temporarily or permanently, close any particular access to the Licensed Premises, so long as a commercially reasonable means of access is substituted and is concurrently made available, except in the case of an Emergency. In the event of an Emergency where a commercially reasonable substitute means of access is not concurrently available, the City shall use reasonable efforts to either restore the original access or provide commercially reasonable substitute means of access as soon as practicable, but in no event will an Emergency-related denial of access extend beyond the duration of the Emergency. The Company hereby releases and discharges the City from any and all claims, demands or causes of action which the Company may now, or at any time hereafter, have against the City, arising or alleged to arise out of the closing of any point of access to the Licensed Premises; provided, however, that Sprint shall have the right to terminate this Agreement pursuant to Section 9.05 without further liability.

5.05 Restriction on Alterations.

The Company may not, without the prior written approval of the Manager, make any material alterations or material modifications to the CNS Equipment, such approval may not to be unreasonably withheld, conditioned or delayed. Any changes made without such approval may be removed by the City at the Company's sole expense. In the event of any material change to the CNS Equipment, the Company shall procure payment and performance bonds consistent with the terms of this Agreement, Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of CNS Equipment and modifications made within the interior of any shelters or base station equipment shall not be considered "material alterations or material modifications" requiring Manager's prior written approval pursuant to this Section 5.05.

SECTION 6: USE AND OPERATION

6.01 Operation.

a. Interference. Company acknowledges that the City's unimpeded use and operation of the Property on which the Licensed Premises is located is critical to the health and welfare of the City and its inhabitants. The Company shall use commercially reasonable efforts to avoid any RF Interference or interference of any kind with the City's operation or use of the Property.

(i). RF Interference.

(1) In the event of Company-caused RF Interference that affects the City Equipment transmissions, the City shall have the right in its sole discretion, to immediately turn off the Company's CNS Equipment until such RF Interference to the City Equipment is remedied; provided, however, with prior notice to and approval by the Manager of Electronic Engineering, Company may conduct intermittent testing of the CNS Equipment to determine the source and remedy for the interference. If the City turns off the Company's Equipment it shall provide notice of same to the Company as soon as reasonably practicable. City also agrees, where immediate danger to life or property is not imminent, to consult by telephone or e-mail with Company as to the appropriate method of powering down Company's CNS Equipment.

(2) All Company-caused RF Interference to non-City Equipment transmissions at the Property, where the installation of such non-City Equipment predates the

installation of the CNS Equipment at the Property, shall be eliminated by the Company within a reasonable time not to exceed seventy-two (72) hours from the Company's receipt of written notice from the City. If the RF Interference is not remedied in seventy-two (72) hours, the City may immediately turn off the Company's Equipment until such RF Interference is remedied; provided, however, Company may conduct intermittent testing of the CNS Equipment, with prior notice to and approval by the Manger of Electronic Engineering Bureau to determine the source and remedy for the interference.

(3) All disputes regarding the cause or resolution of RF Interference problems or complaints must be evaluated by an independent third party engineering firm chosen by the City, that is competent to evaluate the potential causes of the RF Interference and the measures required for its resolution.

(ii) Other Interference. Company's use of the Licensed Premises shall always be subordinate to the City's use and operation of the Property. The Company shall in no way interfere with the City's unimpeded use and operation of the Property (including but not limited to, blocking of any City vehicles or equipment or access to the Licensed Premises that interferes with the use and operation of the buildings). Any such interference shall be considered a material breach of this Agreement. In addition to any other remedies the City may have at equity or law, in the event of multiple incidents of interference that the City reasonably determines will likely continue, the City may terminate this Agreement with thirty (30) days advance written notice in accordance with Section 9.06 without any further obligation or liability.

b. **Pre-Installation.** The Company will use commercially reasonable efforts to mitigate signal interference with the City's equipment and systems, which are installed at the City's Property prior to the Effective Date, arising after System Acceptance to the extent such interference is caused by the CNS Equipment. If the Company cannot alleviate interference with the City's equipment and systems installed at the City's Property prior to the Effective Date, then the Company may terminate this Agreement pursuant to Section 9.05(b) ("Signal Interference – Pre-Installation") or the City may terminate this Agreement pursuant to Sections 6.01 (4) (ii) and 9.06.

c. **Post-Installation.** Notwithstanding anything in this Section 6.01 to the contrary, if the City installs, or permits a third party to install, equipment at the Property after the Effective Date and that equipment either (i) causes interference with the Services or the CNS Equipment or operations, or

(ii) is interfered with by the CNS Equipment, then the City will negotiate in good faith with the Company to develop and implement commercially reasonable means of mitigating such interference. If the Parties are unable to mutually agree on and implement commercially reasonable means of mitigating such interference, the Company may terminate this Agreement pursuant to Section 9.05(c) (“Signal Interference – Post-Installation”) herein and the City may terminate this Agreement pursuant to Sections 6.01(4)(ii) and 9.06(b). The Company will not be liable for any Service interruptions caused by interference created by the City’s or any third party’s electrical or other equipment.

d. **Acknowledgment.** Notwithstanding the foregoing, the City acknowledges and agrees that even with proper design, installation, operation and maintenance, the CNS Equipment or Devices may cause interference with some sensitive electronic systems and certain medical and other equipment in use at the City’s Property as of the Effective Date or that may be used in the future. Prior to installation of the CNS Equipment and on an ongoing basis after installation, the City agrees to use commercially reasonable efforts, including the use of clinical engineering services, paid for by the City, if the City’s Property contains a medical facility, to assess the potential for signal interference and to notify the Company of any equipment, locations or situations within the City’s Property where electromagnetic interference emanations may cause harmful interference.

6.02 Compliance with Municipal Rules and Regulations.

The Company shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with such reasonable rules, regulations and standards governing the use or modification of the Licensed Premises and any other portion of the Property as may from time to time be adopted and promulgated by the City, or the Manager, for the management, operation and control of the Property and pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to the Company; and provided, further, that nothing herein shall be considered to restrict the police power of the City.

6.03 Compliance with Other Governmental Regulations.

The Company shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by Federal, State, local or other governmental bodies and applicable to or affecting the Company and its operations and activities in and at the Licensed Premises

and the Property. Prior to installation of any CNS Equipment, Company shall have received all permits, approvals, and agreements, including, without limitation, building permits, zoning approvals, and design, structural, electrical, and engineering approval of the CNS Equipment, from the City and any and all other relevant government agencies and authorities required for the construction, installation, placement and operation of the CNS Equipment and all associated equipment necessary for the operation of the CNS Equipment.

6.04 Reserved.

6.05 Right to Enter, Inspect and Make Repairs.

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Company's operations as is reasonably practicable) to enter upon the Licensed Premises for the following purposes:

- a. to inspect such premises at reasonable intervals upon reasonable advance notice to Company if there is not an emergency (or at any time in case of emergency) to determine whether the Company has complied and is complying with the terms and conditions of this Agreement with respect to the Licensed Premises;
- b. to perform maintenance and make repairs to the Licensed Premises for damages caused by the Company in any case where the Company is obligated but has failed to do so, after the City has given the Company notice, in which event the Company shall reimburse the City for the reasonable cost thereof promptly upon demand; and
- c. in the proper exercise of the City's police power.

No such entry by or on behalf of the City upon the Licensed Premises shall cause or constitute a default of the Agreement or be deemed to constitute an interference with the non-exclusive possession thereof by the Company. Should entry take place due to an Emergency, City shall immediately notify Company of such entry.

6.06 Utilities.

- a. The City will, at its sole cost and expense, provide the Company with electric service for the operation of the CNS Equipment. The City shall be responsible for the costs of providing such electric utilities and any electric consumption by the CNS Equipment.

b. The City will be responsible for the installation and for any monthly recurring cost of any T-1 telecommunications lines and for any additional modification of electrical services necessary for the operation of the CNS Equipment. The City acknowledges and agrees that the Company's obligation to install, operate and maintain the CNS Equipment is contingent on appropriate utilities, including electric service and a T-1 telecommunications line, if applicable, being available at the Licensed Premises.

6.07 Interruption of Utility Services.

Company agrees that City shall not be liable for failure to supply any utility services. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City, the City is unable to furnish such utility services. The City shall not be liable for damages to persons or property for such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of fees or operate to release the Company from any of its obligations hereunder; provided, however, that Sprint shall have the right to terminate this Agreement pursuant to Section 9.05 without further liability.

6.08 City Repair, Maintenance or Upgrade.

The City reserves the right at all times to take any action it deems necessary, in its sole discretion and at its sole cost and expense, to repair, maintain, alter or improve the Licensed Premises in connection with its use and operation of the Property. The City agrees to give reasonable advance notice of any such activities to the Company and to reasonably cooperate with the Company to carry out such activities with a minimum amount of interference to the Company's use of the Licensed Premises. Company shall be responsible for the reasonable costs and expenses related to any relocation of the CNS Equipment resulting from the City's actions, under this Section 6.08 during the initial or any mutually agreed upon renewal of this Agreement.

6.09 RF Safety Placard.

Company agrees to post on the Licensed Premises, and maintain at all times during the term of this Agreement, an RF safety placard or signage as required by law.

6.10 Operation and Maintenance of DAS.

a. The City will operate and maintain the DAS and provide necessary connectivity at City's cost and expense to the DAS for the CNS Equipment during the Initial Term and any Renewal Terms.

b. In the event the City requires temporary disconnection of the CNS Equipment from the DAS in order to perform DAS maintenance or repair, or to assess possible interference, the City shall contact Company to coordinate dispatch of Company resources to the Premises to perform the disconnection.

SECTION 7: INSURANCE AND INDEMNITY

7.01 Insurance.

a. General Conditions: Company agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Company shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 according to policy provisions." Additionally, Company shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by regular U.S. mail. Company shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Company. The Company shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Company may not commence services or work relating to the Agreement prior to placement of coverage. Company certifies that the certificate of insurance attached as *Exhibit D*, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the

Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Company's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

c. Additional Insureds: For Commercial General Liability and Auto Liability, Company and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages, Company's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Company. Company shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Company agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Company shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Company expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Company's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Company executes this Agreement.

g. Commercial General Liability: Company shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each

personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Company shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Company shall notify the City within ten (10) days and reinstate aggregates required.

7.02 Defense and Indemnification.

a. Company hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by Company under this Agreement (“Claims”), unless such Claims are the result of the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Company or its subcontractors either passive or active, except as a result of the negligence or willful misconduct of City.

b. Company's duty to defend and indemnify City for a Claim shall arise at the time written notice of the Claim is first provided to Company by the City regardless of whether Claimant has filed suit on the Claim. Company's duty to defend and indemnify City with respect to Claims shall arise even if City is the only party sued by claimant, and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages, provided that the City, in its notice to Company, provides prima facie evidence that Company's acts or omissions contributed to the damages alleged by claimant. City agrees that Company will not indemnify City for its (City's) own negligence or willful misconduct.

c. Company will defend any and all Claims which may be brought or threatened against City for which City has timely notified Company, and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Company under the terms of this indemnification obligation.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement for a period not exceeding statutes of limitation applicable to any Claims.

7.03 Taxes, Licenses, Liens and Fees.

a. Company agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the Licensed Premises and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent.

b. Company also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Licensed Premises or the Property, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Company, as contractors or subcontractors. Company agrees to furnish to the Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment

by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes, as respects Company's business related to this License Agreement and the Licensed Premises. Company further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Licensed Premises or the Property which will in any way impair the rights of the City under this Agreement.

7.04 City's Rights.

a. Surrender of Licensed Premises. Upon the expiration or earlier termination of this Agreement or on the date specified in any demand for possession by City after any default by Company, Company covenants and agrees within thirty (30) days to surrender possession of the Licensed Premises to City in the same condition as existed on the Effective Date, ordinary wear and tear excepted. Except for cabling and unless otherwise agreed to in writing by the Parties or unless the Company fails to remove the CNS Equipment within the time periods specified herein, the Company retains sole ownership of the CNS Equipment and any other ancillary equipment at all times.

b. Removal. Company shall remove, at its sole cost, at the expiration or termination of this Agreement, all of Company's CNS Equipment within 120 days after the date of termination. If such removal shall injure or damage the Licensed Premises, Company agrees, at its sole cost, to immediately repair such injury or damage in a good and workmanlike manner and to put the Licensed Premises in the same condition as existed on the Effective Date, ordinary wear and tear excepted. If Company fails to remove its CNS Equipment within such 120 day period, City, at its option, may remove, keep and retain any the CNS Equipment or dispose of same and retain any proceeds there from, and further is entitled to recover any cost of City in removing same and in restoring the Licensed Premises.

c. Examination of Records. The Company agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Company, involving transactions related to this Agreement.

SECTION 8: SPECIAL COVENANTS

8.01 Assignments and Sublicenses by Company.

The Company shall not assign or otherwise transfer its interest in this Agreement, in whole or in part, or any right or interest or interests granted to it by this Agreement, or sublet or otherwise transfer any interest in or to the CNS Equipment or the Licensed Premises, without the prior written consent of the City which shall not be unreasonably withheld, conditioned or delayed; provided, however Company may assign this Agreement or a portion thereof, or sublet or otherwise transfer any interest in or to the CNS Equipment or Licensed Premises to any business entity which is parent, subsidiary, or an affiliate of Company or to any party that acquires substantially all of the stock or assets of the Company. Notwithstanding anything to the contrary contained in this Agreement, Company may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Company (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. This Agreement binds, and inures to the benefit of, the successors and permitted assigns of the Parties.

8.02 Use, Possession or Sale of Alcohol or Drugs.

Company and its officers, agents and employees shall cooperate and comply with the provisions of City's Executive Order No. 94 and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

8.03 City Smoking Policy.

Company and its officers, agents and employees shall cooperate and comply with the provisions of City Executive Order No. 99 prohibiting smoking in all indoor facilities and buildings and Company agrees it will take reasonable action to prohibit smoking by its employees in the public areas and Licensed Premises except in specially designated areas.

SECTION 9: DEFAULT, REMEDIES AND TERMINATION

9.01 Default by the Company.

Company shall be in substantial default under this Agreement if Company:

a. Fails to timely pay when due to City the rent, fees, or any other payments required hereunder and such failure continues for a period of more than 20 days after delivery by Manager of a written notice of such breach or default; or

b. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

c. Transfers its interest under this Agreement, without the prior written approval of the City, unless such transfer is specifically authorized as provided in Section 8.01, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation; or

d. Fails to timely submit plans and specifications, bonds and other preconstruction submittals or fails to occupy and use the Licensed Property or Facilities after installation is completed, and such failure continues for a period of more than 20 days after delivery by Manager of a written notice of such breach or default; or

e. Abandons, deserts or vacates the Licensed Property or Facilities, after notice and opportunity to cure within 30 days, and such failure continues for a period of more than 20 days after delivery by Manager of a written notice of such breach or default; or

f. Suffers any materialmen's or mechanic's lien or attachment to be filed against the Licensed Premises or the Property because of any act or omission of Company, and such lien or attachment is not discharged or contested by Company in good faith by proper legal proceedings within thirty (30) days after receipt of notice thereof by Company; or

g. Fails to keep, perform and observe any other promise covenant or agreement set forth in this Agreement and such failure continues for a period of more than 30 days after delivery by Manager of a written notice of such breach or default, except where a shorter period is specified herein.

9.02 The City's Remedies.

If Company defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

a. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect compensation as it becomes due together with interest; or

b. The City may cancel and terminate this Agreement and repossess the Licensed Premises for cause, with process of law, and without liability for so doing, upon giving 30 days written notice to Company of its intention to terminate, at the end of which time all the rights hereunder of the Company shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days of receipt of such notice. If City elects to terminate, Company shall be liable to City for all amounts owing at the time of termination, including but not limited to compensation due plus interest thereon together with any other amount to fully compensate City for all loss of compensation, damages, and costs, including attorney's fees, caused by Company's failure to perform its obligations hereunder, or which in the ordinary course would likely result there from.

c. The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

9.03 Administrative Hearing.

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager following the procedures outlined in Denver Revised Municipal Code Section 56-106(b) through (f), and the Rules and Regulations promulgated there under, except the Manager of Public Works shall be replaced with the Chief Information Officer; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this paragraph.

9.04 No Waiver.

No failure of party to insist upon the strict performance of a term, covenant or agreement contained in this Agreement shall be deemed or taken to be a waiver by such party of any succeeding or other breach.

9.05 Termination by the Company.

This Agreement may be terminated by the Company under the following circumstances:

a. During Installation. Prior to System Acceptance, with at least 10 days' written

notice, if the Company encounters unanticipated site conditions that were not apparent during the Company's site survey of the Premises and those site conditions cause an unexpected, material increase in the installation cost to the Company or have a material adverse impact on the Company's ability to install, operate and maintain the CNS Equipment; however, the Company must restore the Property and/or Licensed Premises to the condition it was in before the installation occurred, normal wear and tear excepted;

b. Signal Interference – Pre-Installation. By sending written notice to the City if the CNS Equipment causes signal interference (as set forth in Section 6.01(b) (“Signal Interference – Pre-Installation”)) that cannot be cured through the use of commercially reasonable efforts;

c. Signal Interference – Post-Installation. By sending written notice to the City if the CNS Equipment is subject to signal interference (as set forth in Section 6.01(c) (“Signal Interference – Post-Installation”)) that cannot be cured through the use of commercially reasonable efforts. However, the Company must restore the Property and/or Licensed Premises to the condition it was in before the installation occurred;

d. FCC Acts. If the Company is unable to access and use the CNS Equipment or the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies;

e. Other Regulatory Acts. If after use of commercially reasonable efforts, the Company and/or the City cannot obtain or maintain any license, permit or other approval required to be obtained for the installation, operation and maintenance of the CNS Equipment;

f. Convenience. For any reason with at least 90 days advance written notice to the City.

g. Denial of Access/Utilities. By sending written notice to the City if access to the Licensed Premises or CNS Equipment, or to utilities, is cutoff or otherwise denied for a period of 72 hours or more as a result of the act or omission of the City (excluding during a period of Emergency).

h. City Default. By sending written notice to the City if the City materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not cured

within 30 days after the City's receipt of written notice specifying the default.

9.06 Termination by the City.

This Agreement may be terminated by the City under the following circumstances:

a. Before Installation. Prior to the commencement of installation of the CNS Equipment, with at least 10 days' prior written notice, if there is a material change to the assumptions set forth in the Statement of Work regarding the scope or other aspects of the CNS Equipment design that have a material adverse impact on the City;

b. Signal Interference – Pre-Installation. By sending written notice to the Company if the CNS Equipment causes signal interference (as set forth in Section 6.01(b) (“Signal Interference – Pre-Installation”)) that cannot be cured through the use of commercially reasonable efforts;

c. FCC Acts. If the City is unable to access and use City Equipment or the CNS Equipment or the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies;

d. Other Regulatory Acts. If after use of commercially reasonable efforts, the Company and/or the City cannot obtain or maintain any license, permit or other approval required to be obtained for the installation, operation and maintenance of the CNS Equipment;

e. Convenience. For any reason with at least 60 days advance written notice to the Company;

f. Default. If the Company materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not substantially cured within 30 days after the Company's receipt of written notice specifying the default.

SECTION 10: LOSS OF AND LIABILITIES PERTAINING TO THE FACILITY

10.01 Damage or Destruction and Restoration.

In case of damage or loss of all or any portion of the Licensed Premises or Property, the Company will give prompt notice thereof to the City.

10.02 City's Election Not to Restore Damaged Property.

In case of the damage or destruction of all or any part of the Licensed Premises or Property, Facilities or other City property, the City, within 90 days thereafter may elect not to restore or replace the Licensed Premises or Property, then this Agreement shall be terminated except for any continuing responsibilities of the Company set forth herein.

10.03 No Warranty.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED) TO THE CITY OR TO ANY OTHER USER OF THE DEVICES OR SERVICES PROVIDED VIA THE CNS EQUIPMENT OR WITH REGARD TO THE OPERATION AND MAINTENANCE OF THE CNS EQUIPMENT, IN WHOLE OR IN PART.

The City acknowledges that the Services provided via the CNS Equipment will not be uninterrupted or error free and the City should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event of a Service disruption. The City will not use the Services, Devices and the CNS Equipment for the direct operation or control of medical or life support equipment, or for the operation or control of any mission critical system in which a Service disruption or failure of the CNS Equipment may cause a substantial risk of injury or death to persons or damage to property. The City agrees to (i) comply with all safety warnings and other safety and operational information provided by the manufacturer of the Devices and (ii) ensure that all personnel who use the Service and the Devices assigned to the City's account while on the Property understand and comply with all safety warnings and operational information, including information on E911 service set forth in the "Use of Service for 911 or Other Emergency Calls" section. It will be the City's sole responsibility to implement and enforce policies for the proper and safe use of the Devices on the Property.

10.04 Use of Service for 911 or other Emergency Calls.

The Services as provided via the CNS Equipment do not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on the City's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify the City's telephone number and/or location through use of the Services and the City may not always be connected to the appropriate emergency services provider. The

Company agrees to provide the City with E911 service where available and the City acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. The City consents to the Company's disclosure of the City information, including but not limited to the City name, address, telephone number and location, to governmental and quasi-governmental entities including emergency service providers and law enforcement agencies, where the Company deems it necessary to respond to an emergency.

SECTION 11: MISCELLANEOUS PROVISIONS

11.01 Force Majeure.

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

11.02 Bond Ordinance.

This Agreement and the rights granted or conveyed hereby are in all respects subject and subordinate to any and all City bond ordinances and other financial arrangements related to the Licensed Premises and the Property and to any other bond ordinances and other financial arrangements which should amend, supplement or replace such bond ordinances and other financial arrangements

11.03 Paragraph Headings.

The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

11.04 Security.

It is understood and agreed by the Company that in addition to the Company's responsibilities to maintain the Licensed Property and Facilities as provided herein, it shall take reasonable security precautions to maintain the Licensed Property in a manner as to keep it secure from unauthorized intrusion and interference with the Premises' operations in light of their unique safety issues and security concerns.

11.05 Third Parties.

Except as otherwise provided for herein, this Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Company because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

11.06 Notices.

All notices, requests, demands and other communications shall be in writing and are effective (i) on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service when sent via the U.S. mail, certified and postage paid, or (ii) upon receipt (or on the date receipt is refused) if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier, to the addresses set forth below. City or Company may from time to time designate any other address for this purpose by providing written notice to the other party:

City: Mayor
City and County of Denver
201 W. Colfax Avenue, Dept. 301
Denver, Colorado 80202

With copies to: Chief Information Officer
201 West Colfax
Denver, Colorado 80204
Telephone: 720-913-4906

Manager of Electronic Bureau
Gary Pasicznyk
1930 35th Street
Denver, Colorado 80216
Telephone: 303-295-4381

Company: Sprint Solutions, Inc.
c/o Vice President Industry Solutions
Mailstop-KSOPHF0210-2A276
6200 Sprint Parkway
Overland Park, KS 66251
Sprint Solutions, Inc.

With copy to: Sprint Solutions, Inc.
c/o VP Legal Dep't - Sales & Distribution
Mailstop KSOPHT0101-Z2525
6391 Sprint Parkway
Overland Park, KS 66251

11.07 Colorado Law and Venue.

This Agreement and performance hereunder shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce the provisions of this Agreement shall be in the District Court in and for the City and County of Denver.

11.08 Entire Agreement.

The parties acknowledge and agree that the provisions contained herein, including all exhibits attached hereto, constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved to the Manager herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

11.09 Time of Essence.

The parties agree that in the performance of the terms and requirements of this Agreement by the Company time is of the essence.

11.10 Nondiscrimination.

In connection with the performance of work under this Agreement, Company agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and Company further agrees to insert the foregoing provision in all subcontracts hereunder.

11.11 City's Execution of Agreement.

This Agreement is expressly subject to, and shall not be or become effective or binding on the City until, approval by City Council and full execution by all signatories of the City and County of Denver.

11.12 Parties' Obligations with Respect to Confidential Information.

The Parties agree that issues governing the use and disclosure of Confidential Information, as defined below, provided to or made available to the City by Company will be governed by the following provisions:

a. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" means all information, of any nature and in any form, regardless of when given, that (i) is disclosed or provided by or through Company to the City pursuant to performance of this Agreement, including but not limited to documents referenced in subsection (e) hereof; and (ii) has been clearly marked or indicated in writing as being confidential by Company. Information falling within this definition shall be treated by the City as confidential proprietary information of Company pursuant to the provisions of the Colorado Open Records Act and under any rule of court. Information not so marked or indicated will not be so considered.

b. Use of Confidential Information. Except as expressly provided in this Agreement or as otherwise mandated by the Colorado Open Records Act, or other applicable law, the City will not disclose Confidential Information to anyone without the prior written consent of Company. The City will not use, or permit others to use, Confidential Information for any purpose other than actions incidental to the performance and enforcement of this Agreement between the City and Company, including but not limited to auditing of records of Company by the City Auditor and/or other representatives of the City. The City will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures that it takes to protect its own Confidential Information of a similar nature.

c. Open Records Requests. The Parties recognize that the mere marking of a document as "Confidential" does not render it conclusively confidential under the Colorado Open Records Act. Consequently, in the event that the City is served with an Open Records Request or subpoena from any third party requesting all or part of any Confidential Information as defined herein, the City shall give timely notice to Company of such request or subpoena within the time parameters of the Colorado Open Records Act or of any applicable court rule. In that event, Company agrees upon

receipt of actual notice from the City of such Open Records Request or subpoena to immediately undertake to defend such Confidential Information from disclosure pursuant to the Colorado Open Records Act or applicable court rule and shall defend, save and hold harmless and indemnify the City and its agents and employees with respect to such issues.

d. Company shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

11.13 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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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EXHIBIT A

Specifications

STATEMENT OF WORK

TABLE 1: SCOPE DEFINITION	
ENHANCED CNS SERVICES:	Airave Pro Connect
PROJECT ID:	Denver Public Safety - Crime Lab – SERE 02596
ADDRESS OF CUSTOMER FACILITY/PROPERTY:	1371 Cherokee Street Denver, CO 80204
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	One
BUILDING NAME	FLOOR SQ/FT
Crime Lab	1 12,500
	2 12,500
	3 12,500
	4 12,500
TOTAL SCOPE COVERAGE AREA [SQ/FT]:	50,000
TOTAL SCOPE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:	50,000
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	<p>Project scope is for CDMA RF Source equipment only; Customer provides the DAS.</p> <p>Customer is responsible for coverage area and signal strength.</p> <p>Customer is responsible for frequency coordination, integration, and interference mitigation.</p> <p>The DAS will be maintained by the City & County of Denver’s Electronic Engineering Bureau .</p>
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:	NA
GENERAL CONSTRUCTION MAKE UP OF THE FACILITY: 1. Interior walls 2. Exterior walls and windows 3. Roof (i.e. metal lined, greater than 6” thick) 4. Ceiling type (dropped or hard)	<ol style="list-style-type: none"> 1. Drywall 2. Stucco 3. Membrane 4. Dropped
CUSTOMER POINT OF CONTACT PROVIDING INFORMATION DESCRIBED WITHIN:	Luke McMillan luke.mcmillan@jci.com (303) 229-8510
CUSTOMER POINT OF CONTACT DURING INSTALLATION:	Same as above

TABLE 2: TECHNICAL REQUIREMENTS		
LOCATION AND ANTICIPATED SPACE FOR CNS EQUIPMENT:	Location:IT Telco Room on the Fourth Floor. Airave Pro Connect: A minimum of 2' x 2' area of wall space is required per location. Equipment may alternatively be installed below ceiling tiles, as required, for adequate coverage propagation.	
ANTICIPATED POWER REQUIREMENTS FOR CNS EQUIPMENT:	Airave Pro Connect: 20Amp / 120VAC standard wall outlet is required per location.	
CDMA/EVDO USER CAPACITY:	TOTAL CDMA/EVDO USER CAPACITY:	Up to 40

STANDARD SOLUTION AND TECHNICAL ASSUMPTIONS

SYSTEM REQUIREMENTS:

1. Sprint will provide a CDMA solution for the areas identified in Table 1.
2. Coverage enhancement design ensures coverage to 90% of scope area.
3. Received signal strength (RSSI) design objective for CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
4. Solution design will support the number of users defined in Table 2.
5. There are no EMI design requirements.
6. There are no console or custom dispatch/special talk group requirements.

INTERFERENCE:

7. Customer believes there are no existing systems in place that may interfere with Sprint's 800,900, or 1900 MHz frequencies.

FACILITY:

8. Special city, county, state or federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
9. There are no special Customer permitting or approval processes required.
10. Customer believes there are no RF shielded areas in the facility.
11. Customer believes that building structure is by normal construction standards (e.g., no lead or metal lined walls, walls not thicker than six inches).
12. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.

LABOR & INSTALLATION:

13. Union labor is not required.
14. Sprint can utilize its own preferred vendor for installation work.
15. Customer project manager or project management company labor costs are the responsibility of Customer.
16. Customer will pay all Customer required labor force costs (internal or third party).
17. Work can be completed during normal construction business hours (7:00 a.m. to 6:00 p.m., Monday-Friday). Customer will allow after-hours work to maintain schedule when necessary.

- 18. There are no special approvals required for Sprint vendors to perform installation work.
- 19. There are no restricted access areas or areas that require training, drug screening or background checks for access.
- 20. Customer to provide a staging location for Sprint vendor to store and secure all materials for this project from beginning to end of installation.

SPACE:

- 21. Customer will provide space for CNS Equipment as stated in Table 2.
- 22. Anticipated RF Source equipment location restricts access to authorized personnel only.
- 23. RF Source location is environmentally controlled.

POWER:

- 24. Customer will provide power for CNS Equipment as defined in Table 2.
- 25. Power is readily available at all CNS Equipment locations at no installation or operational cost to Sprint.
- 26. Backup power or UPS for RF Source equipment and/or DAS equipment is not included in this scope of work.

AIRAVE PRO CONNECT

- 27. Airave Pro Connect devices can be placed as needed to meet coverage objectives.
- 28. A GPS antenna is required for each Airave Pro Connect installed.
- 29. GPS antennas will be either roof or window mounted and connected to Airave Pro Connect via coaxial cable.
- 30. Each Airave Pro Connect device can support up to 29 simultaneous voice calls and up to 32 simultaneous EVDO Data sessions. Oversubscription is assumed to support the user counts in Table 2.
- 31. Customer will provide data bandwidth to the internet to support each Airave Pro Connect device deployed.
- 32. Voice calls on each Airave Pro Connect device require 60 Kbps per voice call and the maximum EVDO bandwidth per Airave Pro Connect device is 2.5Mbps. Sprint Direct Connect (SDC) calls are considered EVDO traffic and each call requires 80 Kbps. The total bandwidth required will depend on usage per customer location.
- 33. Customer will provide a single IP host address for each Airave Pro Connect via DHCP or an appropriate static IP address, gateway address, subnet mask and DNS addresses.
- 34. Customer will provide an Ethernet LAN connection in a location that meets the requirements of the Airave Pro Connect's coverage objective. Typical 100 meter distance limitations apply.
- 35. Customer provided Airave Pro Connect Ethernet LAN connections are on the same IP subnet or VLAN (if more than 1 Airave Pro Connect devices are clustered).
- 36. Customer will open ports 500 and 4500 for bidirectional UDP traffic on their firewall.
- 37. Customer will implement a voice queue size adequate enough to accommodate the expected traffic.
- 38. Customer has or will implement congestion mitigation or avoidance methods (Class of Service/DiffServ). The DSCP markings are as follows:

Traffic type	DSCP
Signaling	CS1
1x voice	CS5

Traffic type	DSCP
SDC	
Setup	CS5

1x data	BE
EVDO data	BE

Traffic	CS3
Signaling	CS2

CABLING & ANTENNAS:

- 39. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
- 40. GPS antennas can be placed on the roof.
- 41. Cable routing is available between RF Source equipment location and GPS antenna location.
- 42. Cable pathways (horizontal & vertical) exist and are available for use.
- 43. No special antenna stealthing techniques are required and all antennas can be visible.
- 44. Customer will approve cable routing along the most direct cable paths.
- 45. Design may utilize any combination of coaxial, fiber optic or other cable.
- 46. Conduit is not required for any cable installations.
- 47. Core drilling is not required for any cable installations.
- 48. Customer will provide roof penetration, if necessary, for GPS antennas.

TRAINING:

- 49. Sprint will provide a reasonable level of training to a mutually agreed upon number of designated Customer employees to enable such employees to provide customer support to Customer’s end users of the Devices and Service. Sprint will provide such training using its standard course materials and methods.
- 50. Training will be conducted during regular business hours (8:00 a.m. to 5:00 p.m., Monday-Friday).

CUSTOMER CARE:

- 51. Modifications to existing Customer handsets (if any) are not anticipated.
- 52. Customer will designate one to three employees for direct access to CNS Support for account management.
- 53. Sprint will provide customer support for the CNS Equipment through the Sprint CNS Care group, which can be reached by calling 1-888-206-3585.
- 54. Sprint will provide Customer with 10 days’ advance notice of planned CNS Equipment outages for maintenance or repair purposes.

DISCLAIMER:

This project is limited by the information and data contained in this Statement of Work, including Table 1 and Table 2. The information and data contained in this document is derived from information Customer provided to Sprint. Solution is based on the site conditions and the information contained in this Statement of Work. If Property and/or Premises conditions or information change, the Parties will renegotiate in good faith the custom solution. Sprint is not responsible for coverage or capacity deficiencies resulting from (i) changed conditions at the Property or Premises or (ii) due to coverage impacting conditions beyond Sprint’s control, including without limitation terrain, weather, foliage, and man-made structures.

Any change in the scope requirements and/or technical data and assumptions that is outside of Sprint’s control may result in degradation of the solution and/or impairment of coverage. The deficiencies are not grounds for Sprint’s default, and Sprint is not liable for the cost or expense of remedying the deficiencies. If Customer wants Sprint to redesign the solution, then the parties will renegotiate in good faith the custom solution, which may include an increased Purchase Commitment or Customer capital contribution.

EXHIBIT C

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, hereafter referred to as the "Contractor", and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of _____ **Dollars and No Cents (\$_____.**00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 200__, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of the _____ **[INSERT PROJECT NAME] Contract No. XC96016**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed there under, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 200__.

Attest:

Secretary

Contractor

By: _____

President

Surety

By: _____

Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
,
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
CHIEF INFORMATION OFFICER

EXHIBIT D

CERTIFICATE OF INSURANCE

[to be inserted by Company]

EXHIBIT E

AIRAVE PRO CONNECT PRODUCT ANNEX

The following terms and conditions in this AIRAVE Pro Connect Product Annex, together with the Agreement, govern Sprint's installation and Customer's use of the AIRAVE Pro Connect device ("**AIRAVE Pro Connect**"). Capitalized terms not otherwise defined in this annex are as defined in the Agreement.

1. AIRAVE Pro Connect Description. The AIRAVE Pro Connect may be further detailed in the applicable Statement of Work, but generally consists of the equipment necessary for the provision of enhanced radio frequency ("**RF**") signal throughout a structure. Sprint will deploy an enterprise femtocell—i.e., the AIRAVE Pro Connect—to generate dedicated cellular service to extend the existing Sprint Nationwide Network and Sprint 3G Network macro coverage inside portions of Customer's Property. The AIRAVE Pro Connect may require ancillary equipment to distribute the RF signal throughout a structure. For purposes of interpreting the Agreement, "CNS Equipment" includes the AIRAVE Pro Connect and ancillary equipment.

2. Installation

2.1. Internet Access. The AIRAVE Pro Connect requires Internet access. The responsibilities for providing the Internet access are set out in the Statement of Work.

2.2 Customer's Network. Customer personnel or its vendors with technical expertise about Customer's network must be available at installation, and they must have the capability and authority to make changes to Customer's network necessary for installation.

2.3 Installation Space. The AIRAVE Pro Connect requires installation space inside Customer's Property as set out in the Statement of Work.

2.4 Access List. Functionality known as an "access list" may be available for some customers. An access list allows Customer some control over which users may use the AIRAVE Pro Connect. Sprint can assist Customer in setting up the initial access list. Maintenance of the access list is Customer's responsibility, and Sprint will not be held responsible for its use or misuse.

3. Maintenance

3.1 Disconnection. In the event that Customer requires temporary disconnection of the AIRAVE Pro Connect, Customer must contact the Sprint CNS Care Group at 1-888-206-3585.

3.2 Relocation. Customer—or any other personnel not authorized by Sprint—must not move the AIRAVE Pro Connect. Customer must contact the Sprint CNS Care Group, and Sprint will move the AIRAVE Pro Connect for additional cost.

3.3 Access list. If required for troubleshooting of the AIRAVE Pro Connect, Customer will either add any technician's phones to the access list or will provide Sprint with handsets already on the access list for use.

3.4 Software Maintenance Activities. At its discretion, Sprint may provide remote software updates to the AIRAVE Pro Connect, and the updates may occur during business hours and will cause brief interruptions to the operation of the AIRAVE Pro Connect.

3.5 Customer Network Personnel. Customer personnel or its vendors with technical expertise about Customer's network must be available for troubleshooting, and they must have the capability and authority to make changes and provide network information necessary for troubleshooting and maintenance.

4. AIRAVE Pro Connect Software License. Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the AIRAVE Pro Connect in accordance with and subject to the AirWalk End User License Agreement ("**AirWalk EULA**"), which is available at <http://www.airwalkcom.com/legal/eula.html>. Customer's obligation to comply with the AirWalk EULA will survive the expiration or termination of the CNS Beta Agreement.

5. Interference. Customer, not Sprint, is responsible for mitigating any interference issues arising with respect to the AIRAVE Pro Connect or caused by any other Carriers or public safety transmissions.

6. AIRAVE Pro Connect and 911 Limitations. Customer may not be able to make 911 or other emergency calls in the event of an electrical power outage, broadband connection failure, termination of broadband service, the AIRAVE

Pro Connect being at capacity, or other service disruptions. The AIRAVE Pro Connect and wireless Devices operate, in part, on radio frequencies that can be subject to interference and other conditions that may limit the connection and the ability to communicate during an emergency. Wireless 911 or Enhanced 911 (“**E911**”) services may be limited outside of Sprint’s wireless network coverage areas. Location-based E911 technology is not available in all areas. Customer and all end users of the AIRAVE Pro Connect should always be prepared to provide emergency personnel precise location and call-back information.

EXHIBIT B

Description of Property

GENERAL NOTES:

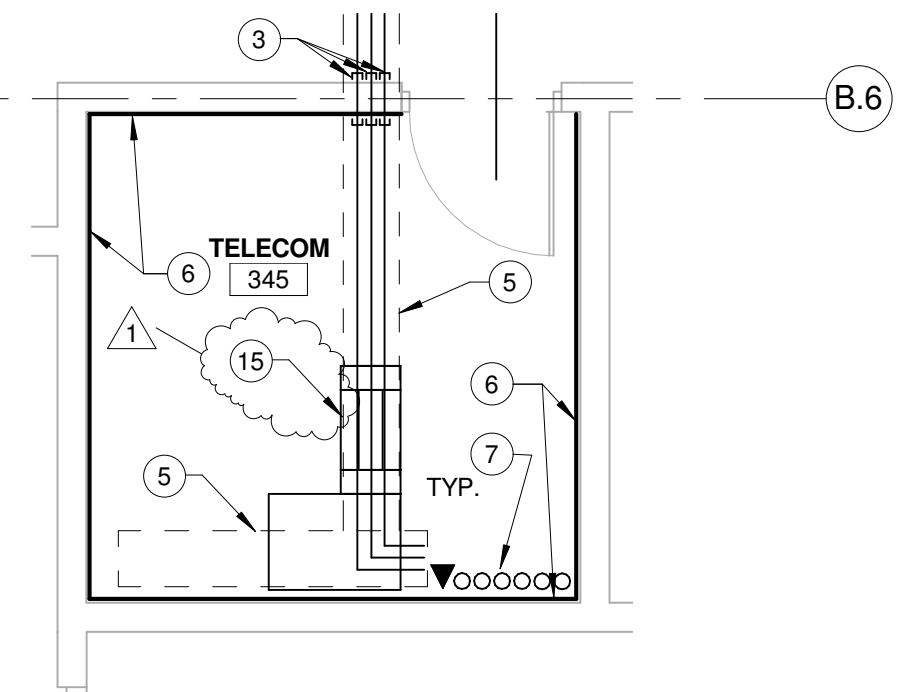
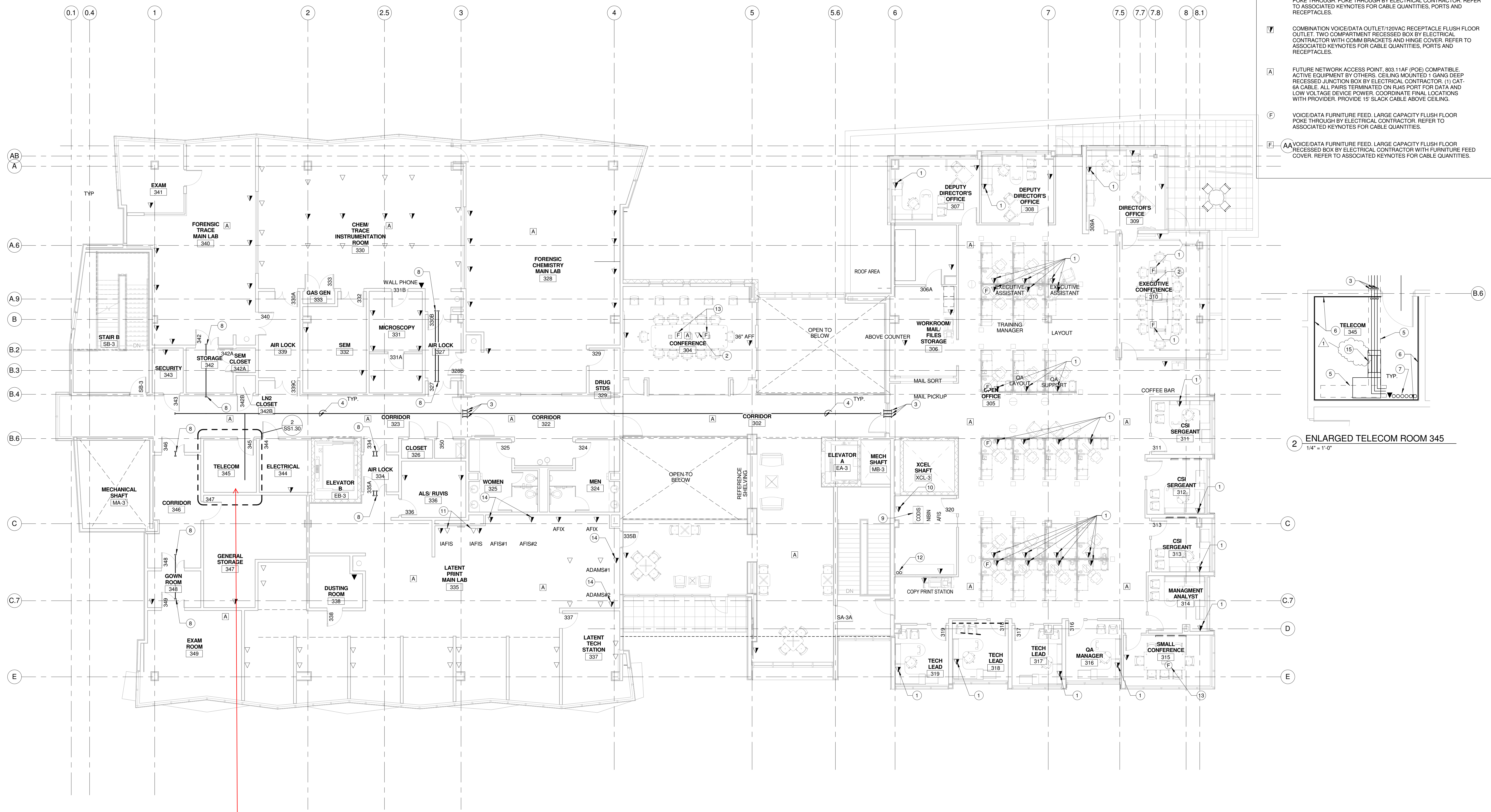
- A. ALL CABLES TO BE PLENUM RATED UNLESS NOTED OTHERWISE.
- B. COORDINATE EXACT LOCATION FOR ALL EQUIPMENT WITH TRADES.

KEYNOTES:

- 1. (2) CAT-6A FOR DATA AND (1) CAT-6A FOR VOIP. COORDINATE WITH FURNITURE SUPPLIER FOR CABLE MANAGEMENT AND ACCESSORY PORTS AT SEATS.
- 2. CEILING MOUNTED OUTLET FOR PROJECTOR WITH (1) CAT-6A FOR DATA.
- 3. (3) 4" SLEEVE'S BY ELECTRICAL CONTRACTOR. STI EZ D44 SERIES.
- 4. 6"x12" CABLE TRAY ABOVE ACCESSIBLE CEILING TYPICAL. (WIRE BASKET TYPE)
- 5. 1-1/2" X12" CABLE TRAY, LADDER TYPE. COORDINATE WITH LIGHTING, ATTACH TO RACKS.
- 6. INSTALL 3/4" FIRE TREATED PLYWOOD FROM FLOOR TO 8'-0" A.F.F. ALONG THE LENGTH OF THE WALL.
- 7. 4" CONDUIT/ SLEEVE STUB UP FROM 2ND FLOOR IDF AND CONDUIT UP TO PENTHOUSE. WALL MOUNT VERTICAL LADDER RACK BETWEEN.
- 8. 4" STEEL SLEEVES BY ELECTRICAL CONTRACTOR. SEAL BOTH ENDS WITH FIRE CAULK TO PREVENT AIR FLOW.
- 9. PROVIDE (1) 4-POST RACK.
- 10. USED FOR T-1 EXTENSION.
- 11. (1) CAT-6A HOME RUN TO CODIS ROOM 320.
- 12. (1) 2" CONDUIT SLEEVE DOWN TO CODIS WORKSTATION ROOM 206.
- 13. (2) CAT-6A CABLES WITH SLACK. COORDINATE WITH FURNITURE MANUFACTURER. PROVIDE RACEWAY FOR DVI CABLE TO PROJECTOR.
- 14. PROVIDE BNC CONNECTOR AND (1) RG. 58 FROM (2) APIS TO (2) ADAMS WORKSTATIONS. COORDINATE WITH OWNER. SEE DETAIL, SS384.05.
- 15. PROVIDE A HORIZONTAL CHANNEL DEDICATED TO NAE.

VOICE/ DATA LEGEND:

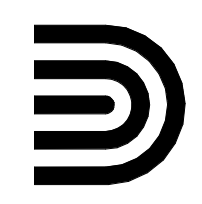
- ▽ DATA OUTLET. TWO GANG DEEP FLUSH BACKBOX WITH SINGLE GANG MID RING MOUNTED AT RECEPTACLE HEIGHT. (1) CAT-6A CABLE. ALL PAIRS TERMINATED ON RJ45 FOR DATA. PROVIDE 1 PORT TELECOM OUTLET FLUSH WALL PLATE.
- ▼ WALL PHONE. INTERCOM OUTLET. TWO GANG DEEP FLUSH BACKBOX WITH SINGLE GANG MID RING MOUNTED AT 48" A.F.F. (1) CAT-6A CABLE. ALL PAIRS TERMINATED ON RJ45. PROVIDE 1 PORT TELECOM OUTLET FLUSH WALL PLATE.
- ▽ COMBINATION VOICE/DATA OUTLET. TWO GANGS DEEP FLUSH JUNCTION BOX WITH SINGLE GANG MID RING MOUNTED AT RECEPTACLE HEIGHT. (1) CAT-6A CABLE. ALL PAIRS TERMINATED ON RJ45 PORT FOR DATA. (1) CAT-6A CABLE. ALL PAIRS TERMINATED ON RJ45 FOR VOIP. PROVIDE 4 PORT TELECOM OUTLET FLUSH WALL PLATE WITH BLANK COVERS FOR UNUSED PORTS.
- ▽ COMBINATION VOICE/DATA OUTLET/120VAC RECEPTACLE FLUSH FLOOR POKE THROUGH. POKE THROUGH BY ELECTRICAL CONTRACTOR. REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES, PORTS AND RECEPTACLES.
- ▽ COMBINATION VOICE/DATA OUTLET/120VAC RECEPTACLE FLUSH FLOOR OUTLET. TWO COMPARTMENT RECESSED BOX BY ELECTRICAL CONTRACTOR WITH CMM BRACKETS AND HINGE COVER. REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES, PORTS AND RECEPTACLES.
- A FUTURE NETWORK ACCESS POINT. 803.11AF (POE) COMPATIBLE. ACTIVE EQUIPMENT BY OTHERS. CEILING MOUNTED. 1 GANG DEEP RECESSED JUNCTION BOX BY ELECTRICAL CONTRACTOR. (1) CAT-6A CABLE. ALL PAIRS TERMINATED ON RJ45 PORT FOR DATA AND LOW VOLTAGE DEVICE POWER. COORDINATE FINAL LOCATIONS WITH PROVIDER. PROVIDE 15' SLACK CABLE ABOVE CEILING.
- F VOICE/DATA FURNITURE FEED. LARGE CAPACITY FLUSH FLOOR POKE THROUGH BY ELECTRICAL CONTRACTOR. REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES.
- F AA VOICE/DATA FURNITURE FEED. LARGE CAPACITY FLUSH FLOOR RECESSED BOX BY ELECTRICAL CONTRACTOR WITH FURNITURE FEED COVER. REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES.



2 ENLARGED TELECOM ROOM 345
1/4" = 1'-0"

1 FLOOR PLAN, LEVEL THREE
1/8" = 1'-0"

Telecom Room 345, Location for DAS Head End equipment and Sprint Equipment



SEAL

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REVISIONS	DATE	DESCRIPTION
1	10-20-2010	ADDENDUM 1

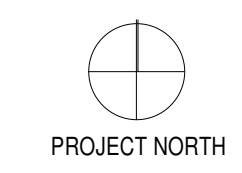
PROJECT NO.	09046.00
DATE	10 SEPT. 2010
DRAWN BY	SO
CHECKED BY	BB

SHEET CONTENTS
SPECIAL SYSTEMS FLOOR PLAN - LEVEL THREE

SCALE: As indicated

SHEET

SS1.30



PROJECT NORTH

VOICE/ DATA LEGEND:

- ▽ DATA OUTLET, TWO GANG DEEP FLUSH BACKBOX WITH SINGLE GANG MUD RING MOUNTED AT RECEPTACLE HEIGHT, (1) CAT-6A CABLE, ALL PAIRS TERMINATED ON RJ45 FOR DATA, PROVIDE 1 PORT TELECOM OUTLET FLUSH WALL PLATE.
- ▼ WALL PHONE, INTERCOM OUTLET, TWO GANG DEEP FLUSH BACKBOX WITH SINGLE GANG MUD RING MOUNTED AT 40" A.F.F. (1) CAT-6A CABLE, ALL PAIRS TERMINATED ON RJ45, PROVIDE 1 PORT TELECOM OUTLET FLUSH WALL PLATE.
- ▽ COMBINATION VOICE/DATA OUTLET, TWO GANG DEEP FLUSH JUNCTION BOX WITH SINGLE GANG MUD RING MOUNTED AT RECEPTACLE HEIGHT, (1) CAT-6A CABLE, ALL PAIRS TERMINATED ON RJ45 FOR DATA, (1) CAT-6A CABLE, ALL PAIRS TERMINATED ON RJ45 FOR VOIP, PROVIDE 4 PORT TELECOM OUTLET FLUSH WALL PLATE WITH BLANK COVERS FOR UNUSED PORTS.
- Ⓜ COMBINATION VOICE/DATA OUTLET/120VAC RECEPTACLE FLUSH FLOOR POKE THROUGH, POKE THROUGH BY ELECTRICAL CONTRACTOR, REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES, PORTS AND RECEPTACLES.
- ▽ COMBINATION VOICE/DATA OUTLET/120VAC RECEPTACLE FLUSH FLOOR OUTLET, TWO COMPARTMENT RECESSED BOX BY ELECTRICAL CONTRACTOR WITH COMM BRACKETS AND HINGE COVER, REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES, PORTS AND RECEPTACLES.
- Ⓐ FUTURE NETWORK ACCESS POINT, 803.11AF (POE) COMPATIBLE, ACTIVE EQUIPMENT BY OTHERS, CEILING MOUNTED, 1 GANG DEEP RECESSED JUNCTION BOX BY ELECTRICAL CONTRACTOR, (1) CAT-6A CABLE, ALL PAIRS TERMINATED ON RJ45 PORT FOR DATA AND LOW VOLTAGE DEVICE POWER, COORDINATE FINAL LOCATIONS WITH PROVIDER, PROVIDE 15' SLACK CABLE ABOVE CEILING.
- Ⓜ VOICE/DATA FURNITURE FEED, LARGE CAPACITY FLUSH FLOOR POKE THROUGH BY ELECTRICAL CONTRACTOR, REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES.
- Ⓜ VOICE/DATA FURNITURE FEED, LARGE CAPACITY FLUSH FLOOR RECESSED BOX BY ELECTRICAL CONTRACTOR WITH FURNITURE FEED COVER, REFER TO ASSOCIATED KEYNOTES FOR CABLE QUANTITIES.

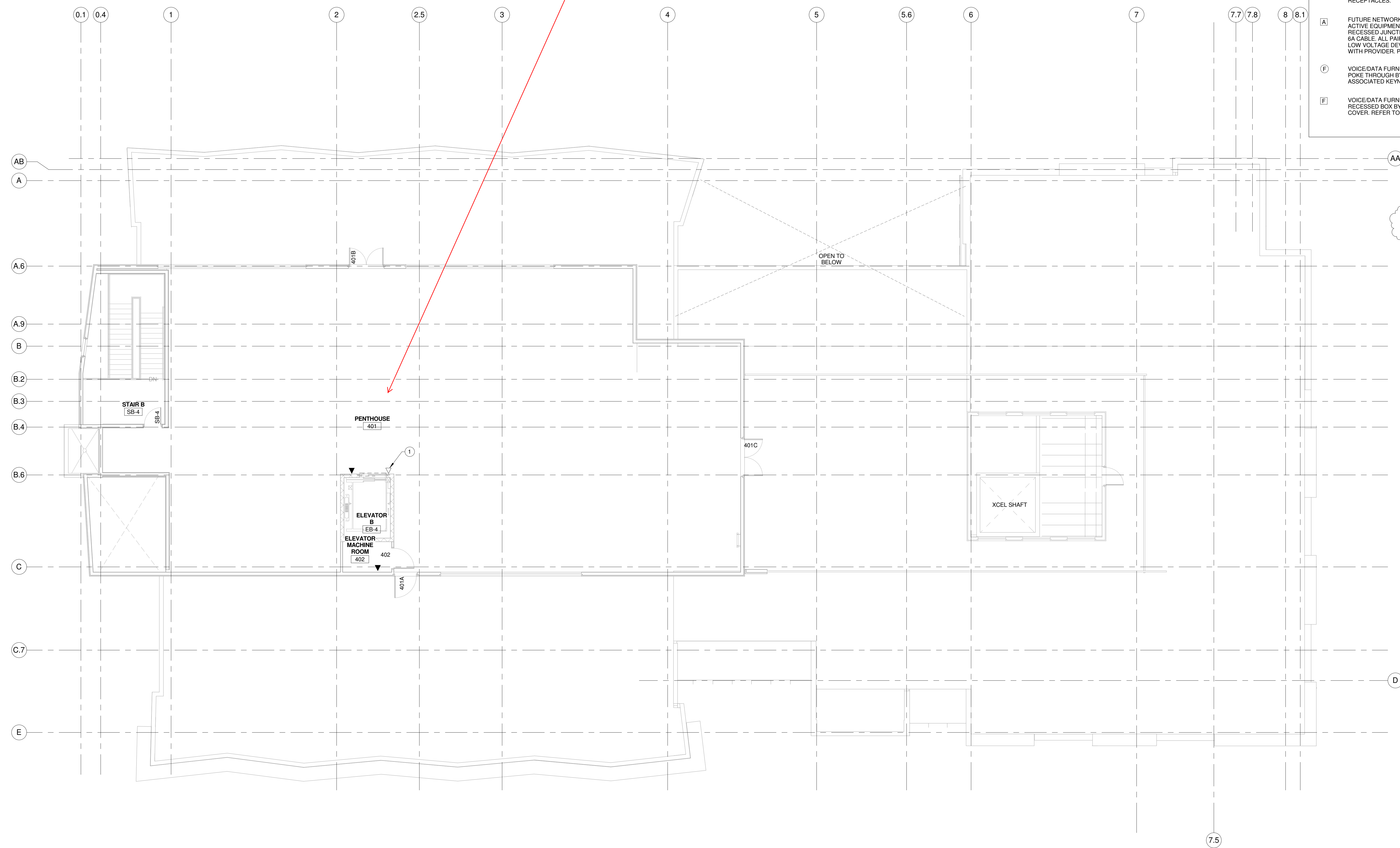
GENERAL NOTES:

- A. ALL CABLES TO BE PLENUM RATED UNLESS NOTED OTHERWISE.
- B. COORDINATE EXACT LOCATION FOR ALL EQUIPMENT WITH TRADES.

KEYNOTES:

- 1. METASYS (NAE) CONTROLLER.

Location for Coaxial Cable runs for GPS antennas



1 FLOOR PLAN, PENTHOUSE LEVEL
1/8" = 1'-0"



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100% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT

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REVISIONS
1 10-20-2010 ADDENDUM 1

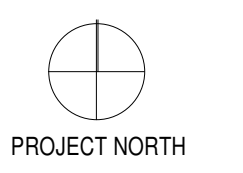
PROJECT NO. 09046.00
DATE 10 SEPT. 2010
DRAWN BY SO
CHECKED BY BB

SHEET CONTENTS
SPECIAL SYSTEMS FLOOR PLAN - PENTHOUSE LEVEL

SCALE: 1/8" = 1'-0"

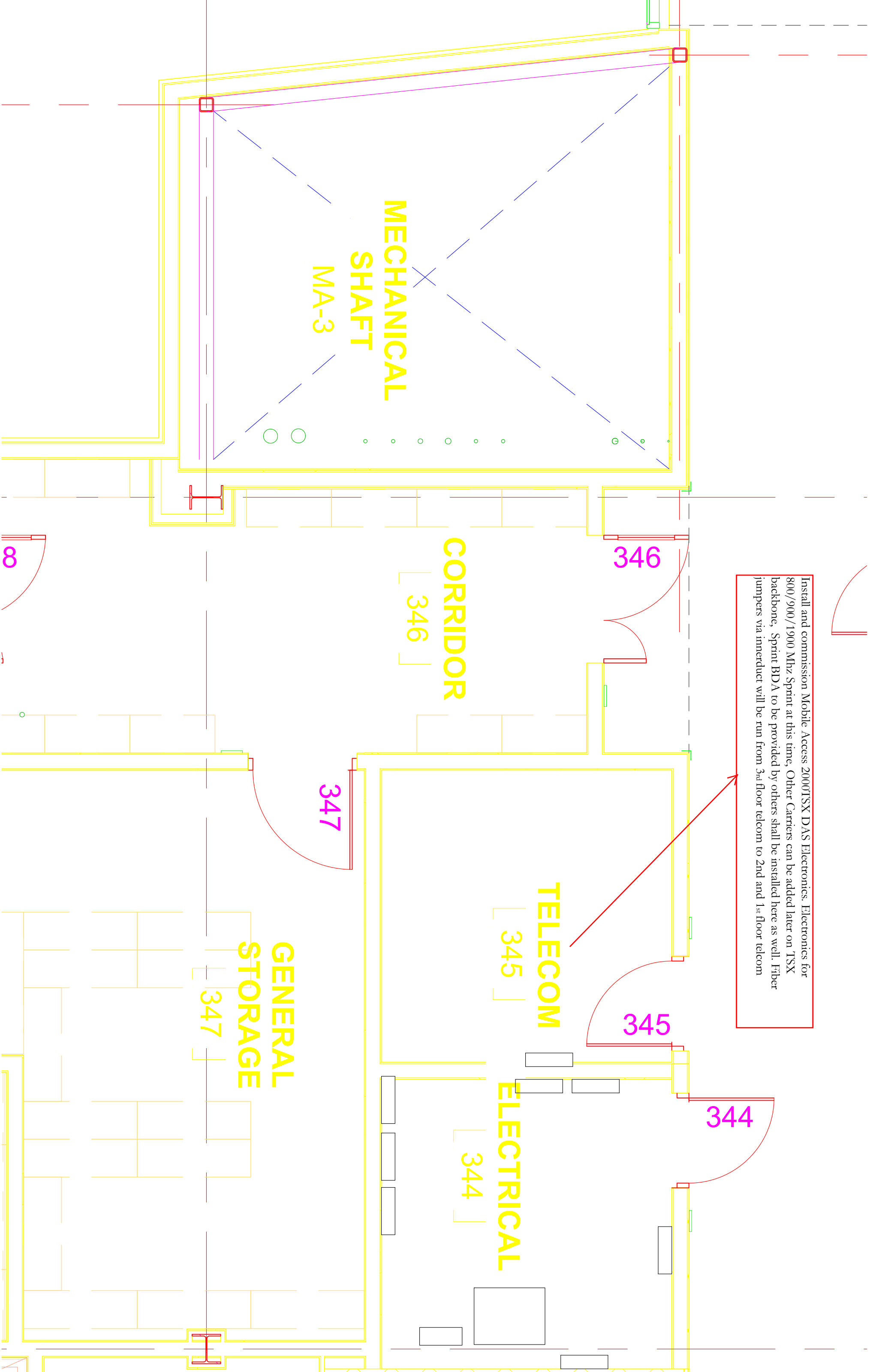
SHEET

SS1.40



PROJECT NORTH

Install and commission Mobile Access 2000TSX DAS Electronics. Electronics for 800/900/1900 Mhz Sprint at this time. Other Carriers can be added later on TSX backbone, Sprint BDA to be provided by others shall be installed here as well. Fiber jumpers via innerduct will be run from 3rd floor telecom to 2nd and 1st floor telecom



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SPRINT SOLUTIONS, INC.**, as contracting agent on behalf of the applicable Company affiliated entities providing wireless telecommunications equipment and services, a Delaware corporation authorized to do business in the State of Colorado (the “Company”).

BACKGROUND

- A.** The Company, through its affiliated entities, operates the Nationwide Sprint Network, the Sprint 3G Network, the Sprint 4G Network and the Nextel National Network (collectively, the “**Networks**”), to provide wireless telecommunications services in certain geographic areas of the United States (collectively, the “**Services**”). Each wireless telephone or other access device that accesses the Networks and uses the Services is referred to as a “**Device.**”
- B.** The Company will install, operate, repair, replace, maintain and remove the CNS Equipment (defined below) identified in this Agreement at Licensed Premises (defined below) as mutually agreed and as set forth in *Exhibit A* and *Exhibit B* to this Agreement, and subject to the terms and conditions set forth in *Exhibit D*. CNS Equipment may include signal source equipment for the Company’s Networks and/or the Company-dedicated distributed antenna system equipment for the purpose of enhancing the provision of the Services (collectively, the “**CNS Equipment**”). CNS Equipment does not include any equipment provided to the City pursuant to any other contract or agreement between the Parties.
- C.** The City owns, leases or otherwise has the legal right to occupy the property and building(s) known as the Denver Crime Lab and located at 1371 Cherokee Street, Denver, CO 80204, referred to as the “**Property**”. The CNS Equipment will be at locations at the Property as further identified in *Exhibit A* and *Exhibit B* to this Agreement (“**Licensed Premises**”). The “**Licensed Premises**” will include riser, conduit and other space required for cable runs to connect the CNS Equipment and all necessary non-exclusive easements for vehicular and pedestrian access thereto, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of the Company.
- D.** The parties desire that Sprint interconnect/plug-in the CNS Equipment to City’s multi-carrier distributed antenna system (“**DAS**”), as more fully detailed in Exhibit A and Exhibit B. The City will



provide for the operation and maintenance of the DAS and be responsible for administering and monitoring the integration of any third party FCC licensed mobile service carrier (“Carrier”) with the DAS.

SECTION 1: GRANT OF RIGHTS

1.01 License.

The City hereby grants to the Company a limited non-exclusive license to use the Property described on attached **Exhibit A** and **Exhibit B** (the “Licensed Premises”) for the installation, operation, repair, maintenance, replacement and removal of in-building wireless distribution equipment to enhance services at the Property.

SECTION 2: DEFINITIONS

2.01 Definitions.

- a. **City Equipment** shall mean wireless telecommunications equipment owned by the City and operated at the Property.
- b. **CNS Equipment** shall have the meaning set forth in Background Paragraph C and shall also mean all of the equipment listed in *Exhibit A* that will be installed in the Licensed Premises.
- c. **Emergency** shall mean an occurrence or incident at the Licensed Premises and/or Property or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, hazardous substance, oil spill, environmental contamination, epidemic, air pollution, explosion, civil disturbance, terrorism, hostile military or paramilitary action, or breach of security.
- d. **Facility Manager** shall mean the Manager that oversees the operation of the Property.
- e. **Licensed Premises** shall have the meaning set forth in Background Paragraph E and is described in further detail in *Exhibit A and Exhibit B*.
- f. **Project Manager** shall mean the Manager of Electronic Engineering Bureau.
- g. **Property** shall mean the building and associated real estate located at 1371 Cherokee Street, Denver, CO 80204, as further described in *Exhibits A and B*.
- h. **Radio Frequency Interference or RF Interference** shall mean any emission, radiation or induction that effects the functioning of or degrades, obstructs, or interrupts wireless communications.



- i. **Statement of Work** shall mean the Statement of Work set forth in *Exhibit A*

SECTION 3: TERM

3.01 Term of the Agreement.

The initial term (“Initial Term”) of this Agreement shall commence on execution of this Agreement (“Commencement Date”), and shall terminate five (5) years from the Commencement Date. Notwithstanding the foregoing, The City may terminate this Agreement without cause upon 30 day prior written notice to the Company. Installation of the CNS Equipment is complete when the City accepts the CNS Equipment in accordance with the Company’s standard system acceptance criteria (“**System Acceptance**”). At the City’s request, the Company will provide a copy of its standard system acceptance criteria. Regardless of the specific Term, for any portion of an in-building solution deployment that enhances the provision of the Services from the Nextel National Network (“Nextel Solution”), the initial term begins on the Commencement Date and expires on June 30, 2013, with no renewal terms. When the Nextel Solution is terminated under this section, any remaining in-building solution deployment under this Agreement that enhances the provision of the Services from the Nationwide Sprint Network, the Sprint 3G Network, or the Sprint 4G Network will remain in effect until the applicable term is terminated or expires.

3.02 INTENTIONALLY LEFT BLANK

SECTION 4: COMPENSATION

4.01 Cost.

The Company will provide, at its own cost and expense, the installation, and maintenance for all CNS Equipment to be installed on the Licensed Premises. The City will provide, at its own costs and expense, the installation and maintenance for the DAS.

4.02 Fees.

The Company’s consideration for this Agreement shall be (i) the mutual promises between the parties and for other good and valuable consideration the receipt and sufficiency of which is acknowledged; and (ii) the construction, installation, operation, and maintenance of the CNS



Equipment, at the Company's expense, for the purpose of providing wireless coverage within the specified areas of the Property in accordance with the terms and conditions of this Agreement. There shall not be any license fee or rent for this Agreement.

4.03 RF Interference Costs

In the event the City conducts site interference studies, field tests or other activities related to the resolution of RF Interference to City Equipment, Company shall pay for a pro rata share of the costs of such studies, unless Company or another licensee with equipment located on the Property is determined to be solely responsible for the RF Interference which necessitated the study, in which case the applicable licensee solely responsible for the RF Interference shall pay all costs. Pro rata share shall be determined by dividing the costs by the number of non-City licensees located at the Property. Notwithstanding the foregoing, the City agrees that: (i) it shall only conduct such studies when the City Equipment is being actively interfered with; and (ii) the costs of any studies or testing relating to the addition of a new licensee or tenant on the Property, or to the operation of new frequencies at the Property by an existing licensee or tenant, shall be borne solely by the applicable new or existing licensee/tenant.

SECTION 5: INSTALLATIONS AND CONSTRUCTION

5.01 Plans and Specifications of the CNS Equipment

a. The Company shall, at its sole cost and expense, design and construct upon the Licensed Premises, the CNS Equipment pursuant to the plans and specifications set forth in *Exhibit B*. The CNS Equipment, shall in all respects be installed in accordance with all applicable rules and regulations of the City, and pursuant to a building permit and zoning permit to be obtained from the City and according to the customary terms and conditions thereof and design guidelines of the Denver Police Department, if any.

b. Prior to any installation and/or construction of additional equipment not set forth in *Exhibit B*, four (4) copies of full and complete plans and specifications for the CNS Equipment must be submitted to the Manager of Electronic Engineering Bureau for review. These plans and specifications must include complete specifications of transmitter power, operating frequencies, filter passband and rejection characteristics, antenna model numbers and radiation patterns (both horizontal



and vertical plane patterns), antenna height and location. Within forty five (45) days of receipt, the City will either approve or reject the submission. If the City does not notify the Company within that forty-five (45) day period that the Company's plans have been disapproved, then such plans will be conclusively deemed rejected in all respects by the City. If the City timely objects to or disapproves of the Company's plans, then the Company may resubmit the plans which the City must approve or disapprove in writing within thirty (30) days following the City's receipt. If the City fails to timely respond after receipt of the amended plans, then the amended plans will be conclusively deemed rejected. In the event the City rejects the Company's plans (or Company's resubmitted or revised plans), Company may terminate this Agreement in accordance with Section 9.05 herein. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of CNS Equipment and modifications made within the interior of any shelters or base station equipment shall not be considered "additional equipment" requiring Manager plan review pursuant to this Paragraph.

5.02 Construction Payment and Performance Bonds.

Prior to commencement of any installation of Equipment on the Licensed Property, Company's contractors shall furnish bonds to Company assuring One Hundred Percent (100%) performance and labor and material payment of Company's construction activity in the amount of One Hundred Percent (100%) of the construction contract price in the form attached as *Exhibit C*. Such bonds shall guarantee prompt and faithful performance of Company's construction contract and prompt payment by Company's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by said contractors, subcontractors and suppliers in the prosecution of the work provided for in Company's construction agreement and shall protect the City from any liability, losses or damages there from. Company shall furnish a copy of such bonds to the Facilities Manager. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.

5.03 Access.

a. Subject to any rules and regulations or standards heretofore or hereafter adopted and promulgated by the City, the Police Department, or the Manager of Electronic Engineering Bureau, including without limitation any nondiscriminatory rules and regulations governing entrance to and use



of the Licensed Premises, the Company has the reasonable right of access, ingress to and egress from the Property and Licensed Premises between the hours of 7:00 a.m. and 5:00 p.m. from Monday through Friday for the Company's employees, and agents, its or their suppliers of materials and furnishers of service, so long as such personnel have sufficient identification badges, and the City shall provide access for their equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the CNS Equipment, all with prior notice to and approval from the Facilities Manager or other designated persons. Access in secured facilities may require compliance with additional security clearance, such as background investigations. Company agrees to comply with all security clearance procedures and pay all costs for such security clearances.

b. The Company shall perform all construction and regularly scheduled maintenance work between the hours of 7:00 a.m. and 5:00 p.m. In case of emergency or unscheduled repairs, the Company will contact the Facilities Manager or Director of Security and shall provide the City with reasonable notice under the circumstances (at least one hour in advance of visit, if possible). The City will provide the Company with reasonable written procedures for accessing the Licensed Premises and the CNS Equipment, including contact names and phone numbers for routine and emergency/unscheduled access notice. In addition, the City will provide the Company with timely notice of any access changes including changed pass codes, locks, keys and/or procedures.

5.04 Modification of Access Route.

The City may, at any time, temporarily or permanently, close any particular access to the Licensed Premises, so long as a commercially reasonable means of access is substituted and is concurrently made available, except in the case of an Emergency. In the event of an Emergency where a commercially reasonable substitute means of access is not concurrently available, the City shall use reasonable efforts to either restore the original access or provide commercially reasonable substitute means of access as soon as practicable, but in no event will an Emergency-related denial of access extend beyond the duration of the Emergency. The Company hereby releases and discharges the City from any and all claims, demands or causes of action which the Company may now, or at any time hereafter, have against the City, arising or alleged to arise out of the closing of any point of access to the Licensed Premises; provided, however, that Sprint shall have the right to terminate this Agreement pursuant to Section 9.05 without further liability.



5.05 Restriction on Alterations.

The Company may not, without the prior written approval of the Manager, make any material alterations or material modifications to the CNS Equipment, such approval may not to be unreasonably withheld, conditioned or delayed. Any changes made without such approval may be removed by the City at the Company's sole expense. In the event of any material change to the CNS Equipment, the Company shall procure payment and performance bonds consistent with the terms of this Agreement, Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of CNS Equipment and modifications made within the interior of any shelters or base station equipment shall not be considered "material alterations or material modifications" requiring Manager's prior written approval pursuant to this Section 5.05.

SECTION 6: USE AND OPERATION

6.01 Operation.

a. Interference. Company acknowledges that the City's unimpeded use and operation of the Property on which the Licensed Premises is located is critical to the health and welfare of the City and its inhabitants. The Company shall use commercially reasonable efforts to avoid any RF Interference or interference of any kind with the City's operation or use of the Property.

(i). RF Interference.

(1) In the event of Company-caused RF Interference that affects the City Equipment transmissions, the City shall have the right in its sole discretion, to immediately turn off the Company's CNS Equipment until such RF Interference to the City Equipment is remedied; provided, however, with prior notice to and approval by the Manager of Electronic Engineering, Company may conduct intermittent testing of the CNS Equipment to determine the source and remedy for the interference. If the City turns off the Company's Equipment it shall provide notice of same to the Company as soon as reasonably practicable. City also agrees, where immediate danger to life or property is not imminent, to consult by telephone or e-mail with Company as to the appropriate method of powering down Company's CNS Equipment.

(2) All Company-caused RF Interference to non-City Equipment transmissions at the Property, where the installation of such non-City Equipment predates the



installation of the CNS Equipment at the Property, shall be eliminated by the Company within a reasonable time not to exceed seventy-two (72) hours from the Company's receipt of written notice from the City. If the RF Interference is not remedied in seventy-two (72) hours, the City may immediately turn off the Company's Equipment until such RF Interference is remedied; provided, however, Company may conduct intermittent testing of the CNS Equipment, with prior notice to and approval by the Manger of Electronic Engineering Bureau to determine the source and remedy for the interference.

(3) All disputes regarding the cause or resolution of RF Interference problems or complaints must be evaluated by an independent third party engineering firm chosen by the City, that is competent to evaluate the potential causes of the RF Interference and the measures required for its resolution.

(ii) Other Interference. Company's use of the Licensed Premises shall always be subordinate to the City's use and operation of the Property. The Company shall in no way interfere with the City's unimpeded use and operation of the Property (including but not limited to, blocking of any City vehicles or equipment or access to the Licensed Premises that interferes with the use and operation of the buildings). Any such interference shall be considered a material breach of this Agreement. In addition to any other remedies the City may have at equity or law, in the event of multiple incidents of interference that the City reasonably determines will likely continue, the City may terminate this Agreement with thirty (30) days advance written notice in accordance with Section 9.06 without any further obligation or liability.

b. **Pre-Installation.** The Company will use commercially reasonable efforts to mitigate signal interference with the City's equipment and systems, which are installed at the City's Property prior to the Effective Date, arising after System Acceptance to the extent such interference is caused by the CNS Equipment. If the Company cannot alleviate interference with the City's equipment and systems installed at the City's Property prior to the Effective Date, then the Company may terminate this Agreement pursuant to Section 9.05(b) ("Signal Interference – Pre-Installation") or the City may terminate this Agreement pursuant to Sections 6.01 (4) (ii) and 9.06.

c. **Post-Installation.** Notwithstanding anything in this Section 6.01 to the contrary, if the City installs, or permits a third party to install, equipment at the Property after the Effective Date and that equipment either (i) causes interference with the Services or the CNS Equipment or operations, or



(ii) is interfered with by the CNS Equipment, then the City will negotiate in good faith with the Company to develop and implement commercially reasonable means of mitigating such interference. If the Parties are unable to mutually agree on and implement commercially reasonable means of mitigating such interference, the Company may terminate this Agreement pursuant to Section 9.05(c) (“Signal Interference – Post-Installation”) herein and the City may terminate this Agreement pursuant to Sections 6.01(4)(ii) and 9.06(b). The Company will not be liable for any Service interruptions caused by interference created by the City’s or any third party’s electrical or other equipment.

d. **Acknowledgment.** Notwithstanding the foregoing, the City acknowledges and agrees that even with proper design, installation, operation and maintenance, the CNS Equipment or Devices may cause interference with some sensitive electronic systems and certain medical and other equipment in use at the City’s Property as of the Effective Date or that may be used in the future. Prior to installation of the CNS Equipment and on an ongoing basis after installation, the City agrees to use commercially reasonable efforts, including the use of clinical engineering services, paid for by the City, if the City’s Property contains a medical facility, to assess the potential for signal interference and to notify the Company of any equipment, locations or situations within the City’s Property where electromagnetic interference emanations may cause harmful interference.

6.02 Compliance with Municipal Rules and Regulations.

The Company shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with such reasonable rules, regulations and standards governing the use or modification of the Licensed Premises and any other portion of the Property as may from time to time be adopted and promulgated by the City, or the Manager, for the management, operation and control of the Property and pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to the Company; and provided, further, that nothing herein shall be considered to restrict the police power of the City.

6.03 Compliance with Other Governmental Regulations.

The Company shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by Federal, State, local or other governmental bodies and applicable to or affecting the Company and its operations and activities in and at the Licensed Premises



and the Property. Prior to installation of any CNS Equipment, Company shall have received all permits, approvals, and agreements, including, without limitation, building permits, zoning approvals, and design, structural, electrical, and engineering approval of the CNS Equipment, from the City and any and all other relevant government agencies and authorities required for the construction, installation, placement and operation of the CNS Equipment and all associated equipment necessary for the operation of the CNS Equipment.

6.04 Reserved.

6.05 Right to Enter, Inspect and Make Repairs.

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Company's operations as is reasonably practicable) to enter upon the Licensed Premises for the following purposes:

- a. to inspect such premises at reasonable intervals upon reasonable advance notice to Company if there is not an emergency (or at any time in case of emergency) to determine whether the Company has complied and is complying with the terms and conditions of this Agreement with respect to the Licensed Premises;
- b. to perform maintenance and make repairs to the Licensed Premises for damages caused by the Company in any case where the Company is obligated but has failed to do so, after the City has given the Company notice, in which event the Company shall reimburse the City for the reasonable cost thereof promptly upon demand; and
- c. in the proper exercise of the City's police power.

No such entry by or on behalf of the City upon the Licensed Premises shall cause or constitute a default of the Agreement or be deemed to constitute an interference with the non-exclusive possession thereof by the Company. Should entry take place due to an Emergency, City shall immediately notify Company of such entry.

6.06 Utilities.

- a. The City will, at its sole cost and expense, provide the Company with electric service for the operation of the CNS Equipment. The City shall be responsible for the costs of providing such electric utilities and any electric consumption by the CNS Equipment.



b. The City will be responsible for the installation and for any monthly recurring cost of any T-1 telecommunications lines and for any additional modification of electrical services necessary for the operation of the CNS Equipment. The City acknowledges and agrees that the Company's obligation to install, operate and maintain the CNS Equipment is contingent on appropriate utilities, including electric service and a T-1 telecommunications line, if applicable, being available at the Licensed Premises.

6.07 Interruption of Utility Services.

Company agrees that City shall not be liable for failure to supply any utility services. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City, the City is unable to furnish such utility services. The City shall not be liable for damages to persons or property for such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of fees or operate to release the Company from any of its obligations hereunder; provided, however, that Sprint shall have the right to terminate this Agreement pursuant to Section 9.05 without further liability.

6.08 City Repair, Maintenance or Upgrade.

The City reserves the right at all times to take any action it deems necessary, in its sole discretion and at its sole cost and expense, to repair, maintain, alter or improve the Licensed Premises in connection with its use and operation of the Property. The City agrees to give reasonable advance notice of any such activities to the Company and to reasonably cooperate with the Company to carry out such activities with a minimum amount of interference to the Company's use of the Licensed Premises. Company shall be responsible for the reasonable costs and expenses related to any relocation of the CNS Equipment resulting from the City's actions, under this Section 6.08 during the initial or any mutually agreed upon renewal of this Agreement.

6.09 RF Safety Placard.

Company agrees to post on the Licensed Premises, and maintain at all times during the term of this Agreement, an RF safety placard or signage as required by law.

6.10 Operation and Maintenance of DAS.



a. The City will operate and maintain the DAS and provide necessary connectivity at City's cost and expense to the DAS for the CNS Equipment during the Initial Term and any Renewal Terms.

b. In the event the City requires temporary disconnection of the CNS Equipment from the DAS in order to perform DAS maintenance or repair, or to assess possible interference, the City shall contact Company to coordinate dispatch of Company resources to the Premises to perform the disconnection.

SECTION 7: INSURANCE AND INDEMNITY

7.01 Insurance.

a. General Conditions: Company agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Company shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 according to policy provisions." Additionally, Company shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by regular U.S. mail. Company shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Company. The Company shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Company may not commence services or work relating to the Agreement prior to placement of coverage. Company certifies that the certificate of insurance attached as *Exhibit D*, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the



Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Company's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

c. Additional Insureds: For Commercial General Liability and Auto Liability, Company and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages, Company's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Company. Company shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Company agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Company shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Company expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Company's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Company executes this Agreement.

g. Commercial General Liability: Company shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each



personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Company shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Company shall notify the City within ten (10) days and reinstate aggregates required.

7.02 Defense and Indemnification.

a. Company hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by Company under this Agreement (“Claims”), unless such Claims are the result of the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Company or its subcontractors either passive or active, except as a result of the negligence or willful misconduct of City.



b. Company's duty to defend and indemnify City for a Claim shall arise at the time written notice of the Claim is first provided to Company by the City regardless of whether Claimant has filed suit on the Claim. Company's duty to defend and indemnify City with respect to Claims shall arise even if City is the only party sued by claimant, and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages, provided that the City, in its notice to Company, provides prima facie evidence that Company's acts or omissions contributed to the damages alleged by claimant. City agrees that Company will not indemnify City for its (City's) own negligence or willful misconduct.

c. Company will defend any and all Claims which may be brought or threatened against City for which City has timely notified Company, and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Company under the terms of this indemnification obligation.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement for a period not exceeding statutes of limitation applicable to any Claims.

7.03 Taxes, Licenses, Liens and Fees.

a. Company agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the Licensed Premises and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent.

b. Company also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Licensed Premises or the Property, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Company, as contractors or subcontractors. Company agrees to furnish to the Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment



by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes, as respects Company's business related to this License Agreement and the Licensed Premises. Company further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Licensed Premises or the Property which will in any way impair the rights of the City under this Agreement.

7.04 City's Rights.

a. Surrender of Licensed Premises. Upon the expiration or earlier termination of this Agreement or on the date specified in any demand for possession by City after any default by Company, Company covenants and agrees within thirty (30) days to surrender possession of the Licensed Premises to City in the same condition as existed on the Effective Date, ordinary wear and tear excepted. Except for cabling and unless otherwise agreed to in writing by the Parties or unless the Company fails to remove the CNS Equipment within the time periods specified herein, the Company retains sole ownership of the CNS Equipment and any other ancillary equipment at all times.

b. Removal. Company shall remove, at its sole cost, at the expiration or termination of this Agreement, all of Company's CNS Equipment within 120 days after the date of termination. If such removal shall injure or damage the Licensed Premises, Company agrees, at its sole cost, to immediately repair such injury or damage in a good and workmanlike manner and to put the Licensed Premises in the same condition as existed on the Effective Date, ordinary wear and tear excepted. If Company fails to remove its CNS Equipment within such 120 day period, City, at its option, may remove, keep and retain any the CNS Equipment or dispose of same and retain any proceeds there from, and further is entitled to recover any cost of City in removing same and in restoring the Licensed Premises.

c. Examination of Records. The Company agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Company, involving transactions related to this Agreement.



SECTION 8: SPECIAL COVENANTS

8.01 Assignments and Sublicenses by Company.

The Company shall not assign or otherwise transfer its interest in this Agreement, in whole or in part, or any right or interest or interests granted to it by this Agreement, or sublet or otherwise transfer any interest in or to the CNS Equipment or the Licensed Premises, without the prior written consent of the City which shall not be unreasonably withheld, conditioned or delayed; provided, however Company may assign this Agreement or a portion thereof, or sublet or otherwise transfer any interest in or to the CNS Equipment or Licensed Premises to any business entity which is parent, subsidiary, or an affiliate of Company or to any party that acquires substantially all of the stock or assets of the Company. Notwithstanding anything to the contrary contained in this Agreement, Company may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Company (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. This Agreement binds, and inures to the benefit of, the successors and permitted assigns of the Parties.

8.02 Use, Possession or Sale of Alcohol or Drugs.

Company and its officers, agents and employees shall cooperate and comply with the provisions of City's Executive Order No. 94 and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

8.03 City Smoking Policy.

Company and its officers, agents and employees shall cooperate and comply with the provisions of City Executive Order No. 99 prohibiting smoking in all indoor facilities and buildings and Company agrees it will take reasonable action to prohibit smoking by its employees in the public areas and Licensed Premises except in specially designated areas.

SECTION 9: DEFAULT, REMEDIES AND TERMINATION



9.01 Default by the Company.

Company shall be in substantial default under this Agreement if Company:

- a. Fails to timely pay when due to City the rent, fees, or any other payments required hereunder and such failure continues for a period of more than 20 days after delivery by Manager of a written notice of such breach or default; or
- b. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
- c. Transfers its interest under this Agreement, without the prior written approval of the City, unless such transfer is specifically authorized as provided in Section 8.01, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation; or
- d. Fails to timely submit plans and specifications, bonds and other preconstruction submittals or fails to occupy and use the Licensed Property or Facilities after installation is completed, and such failure continues for a period of more than 20 days after delivery by Manager of a written notice of such breach or default; or
- e. Abandons, deserts or vacates the Licensed Property or Facilities, after notice and opportunity to cure within 30 days, and such failure continues for a period of more than 20 days after delivery by Manager of a written notice of such breach or default; or
- f. Suffers any materialmen's or mechanic's lien or attachment to be filed against the Licensed Premises or the Property because of any act or omission of Company, and such lien or attachment is not discharged or contested by Company in good faith by proper legal proceedings within thirty (30) days after receipt of notice thereof by Company; or
- g. Fails to keep, perform and observe any other promise covenant or agreement set forth in this Agreement and such failure continues for a period of more than 30 days after delivery by Manager of a written notice of such breach or default, except where a shorter period is specified herein.

9.02 The City's Remedies.

If Company defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:



a. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect compensation as it becomes due together with interest; or

b. The City may cancel and terminate this Agreement and repossess the Licensed Premises for cause, with process of law, and without liability for so doing, upon giving 30 days written notice to Company of its intention to terminate, at the end of which time all the rights hereunder of the Company shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days of receipt of such notice. If City elects to terminate, Company shall be liable to City for all amounts owing at the time of termination, including but not limited to compensation due plus interest thereon together with any other amount to fully compensate City for all loss of compensation, damages, and costs, including attorney's fees, caused by Company's failure to perform its obligations hereunder, or which in the ordinary course would likely result there from.

c. The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

9.03 Administrative Hearing.

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager following the procedures outlined in Denver Revised Municipal Code Section 56-106(b) through (f), and the Rules and Regulations promulgated there under, except the Manager of Public Works shall be replaced with the Chief Information Officer; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this paragraph.

9.04 No Waiver.

No failure of party to insist upon the strict performance of a term, covenant or agreement contained in this Agreement shall be deemed or taken to be a waiver by such party of any succeeding or other breach.

9.05 Termination by the Company.

This Agreement may be terminated by the Company under the following circumstances:

a. During Installation. Prior to System Acceptance, with at least 10 days' written



notice, if the Company encounters unanticipated site conditions that were not apparent during the Company's site survey of the Premises and those site conditions cause an unexpected, material increase in the installation cost to the Company or have a material adverse impact on the Company's ability to install, operate and maintain the CNS Equipment; however, the Company must restore the Property and/or Licensed Premises to the condition it was in before the installation occurred, normal wear and tear excepted;

b. Signal Interference – Pre-Installation. By sending written notice to the City if the CNS Equipment causes signal interference (as set forth in Section 6.01(b) (“Signal Interference – Pre-Installation”)) that cannot be cured through the use of commercially reasonable efforts;

c. Signal Interference – Post-Installation. By sending written notice to the City if the CNS Equipment is subject to signal interference (as set forth in Section 6.01(c) (“Signal Interference – Post-Installation”)) that cannot be cured through the use of commercially reasonable efforts. However, the Company must restore the Property and/or Licensed Premises to the condition it was in before the installation occurred;

d. FCC Acts. If the Company is unable to access and use the CNS Equipment or the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies;

e. Other Regulatory Acts. If after use of commercially reasonable efforts, the Company and/or the City cannot obtain or maintain any license, permit or other approval required to be obtained for the installation, operation and maintenance of the CNS Equipment;

f. Convenience. For any reason with at least 90 days advance written notice to the City.

g. Denial of Access/Utilities. By sending written notice to the City if access to the Licensed Premises or CNS Equipment, or to utilities, is cutoff or otherwise denied for a period of 72 hours or more as a result of the act or omission of the City (excluding during a period of Emergency).

h. City Default. By sending written notice to the City if the City materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not cured



within 30 days after the City's receipt of written notice specifying the default.

9.06 Termination by the City.

This Agreement may be terminated by the City under the following circumstances:

- a. Before Installation. Prior to the commencement of installation of the CNS Equipment, with at least 10 days' prior written notice, if there is a material change to the assumptions set forth in the Statement of Work regarding the scope or other aspects of the CNS Equipment design that have a material adverse impact on the City;
- b. Signal Interference – Pre-Installation. By sending written notice to the Company if the CNS Equipment causes signal interference (as set forth in Section 6.01(b) (“Signal Interference – Pre-Installation”)) that cannot be cured through the use of commercially reasonable efforts;
- c. FCC Acts. If the City is unable to access and use City Equipment or the CNS Equipment or the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies;
- d. Other Regulatory Acts. If after use of commercially reasonable efforts, the Company and/or the City cannot obtain or maintain any license, permit or other approval required to be obtained for the installation, operation and maintenance of the CNS Equipment;
- e. Convenience. For any reason with at least 60 days advance written notice to the Company;
- f. Default. If the Company materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not substantially cured within 30 days after the Company's receipt of written notice specifying the default.

SECTION 10: LOSS OF AND LIABILITIES PERTAINING TO THE FACILITY

10.01 Damage or Destruction and Restoration.

In case of damage or loss of all or any portion of the Licensed Premises or Property, the Company will give prompt notice thereof to the City.



10.02 City's Election Not to Restore Damaged Property.

In case of the damage or destruction of all or any part of the Licensed Premises or Property, Facilities or other City property, the City, within 90 days thereafter may elect not to restore or replace the Licensed Premises or Property, then this Agreement shall be terminated except for any continuing responsibilities of the Company set forth herein.

10.03 No Warranty.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED) TO THE CITY OR TO ANY OTHER USER OF THE DEVICES OR SERVICES PROVIDED VIA THE CNS EQUIPMENT OR WITH REGARD TO THE OPERATION AND MAINTENANCE OF THE CNS EQUIPMENT, IN WHOLE OR IN PART.

The City acknowledges that the Services provided via the CNS Equipment will not be uninterrupted or error free and the City should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event of a Service disruption. The City will not use the Services, Devices and the CNS Equipment for the direct operation or control of medical or life support equipment, or for the operation or control of any mission critical system in which a Service disruption or failure of the CNS Equipment may cause a substantial risk of injury or death to persons or damage to property. The City agrees to (i) comply with all safety warnings and other safety and operational information provided by the manufacturer of the Devices and (ii) ensure that all personnel who use the Service and the Devices assigned to the City's account while on the Property understand and comply with all safety warnings and operational information, including information on E911 service set forth in the "Use of Service for 911 or Other Emergency Calls" section. It will be the City's sole responsibility to implement and enforce policies for the proper and safe use of the Devices on the Property.

10.04 Use of Service for 911 or other Emergency Calls.

The Services as provided via the CNS Equipment do not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on the City's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify the City's telephone number and/or location through use of the Services and the City may not always be connected to the appropriate emergency services provider. The



Company agrees to provide the City with E911 service where available and the City acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. The City consents to the Company's disclosure of the City information, including but not limited to the City name, address, telephone number and location, to governmental and quasi-governmental entities including emergency service providers and law enforcement agencies, where the Company deems it necessary to respond to an emergency.

SECTION 11: MISCELLANEOUS PROVISIONS

11.01 Force Majeure.

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

11.02 Bond Ordinance.

This Agreement and the rights granted or conveyed hereby are in all respects subject and subordinate to any and all City bond ordinances and other financial arrangements related to the Licensed Premises and the Property and to any other bond ordinances and other financial arrangements which should amend, supplement or replace such bond ordinances and other financial arrangements

11.03 Paragraph Headings.

The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

11.04 Security.

It is understood and agreed by the Company that in addition to the Company's responsibilities to maintain the Licensed Property and Facilities as provided herein, it shall take reasonable security precautions to maintain the Licensed Property in a manner as to keep it secure from unauthorized intrusion and interference with the Premises' operations in light of their unique safety issues and security concerns.



11.05 Third Parties.

Except as otherwise provided for herein, this Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Company because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

11.06 Notices.

All notices, requests, demands and other communications shall be in writing and are effective (i) on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service when sent via the U.S. mail, certified and postage paid, or (ii) upon receipt (or on the date receipt is refused) if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier, to the addresses set forth below. City or Company may from time to time designate any other address for this purpose by providing written notice to the other party:

City: Mayor
City and County of Denver
201 W. Colfax Avenue, Dept. 301
Denver, Colorado 80202

With copies to: Chief Information Officer
201 West Colfax
Denver, Colorado 80204
Telephone: 720-913-4906

Manager of Electronic Bureau
Gary Pasicznyk
1930 35th Street
Denver, Colorado 80216
Telephone: 303-295-4381

Company: Sprint Solutions, Inc.
c/o Vice President Industry Solutions
Mailstop-KSOPHF0210-2A276
6200 Sprint Parkway
Overland Park, KS 66251
Sprint Solutions, Inc.



With copy to: Sprint Solutions, Inc.
c/o VP Legal Dep't - Sales & Distribution
Mailstop KSOPHT0101-Z2525
6391 Sprint Parkway
Overland Park, KS 66251

11.07 Colorado Law and Venue.

This Agreement and performance hereunder shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce the provisions of this Agreement shall be in the District Court in and for the City and County of Denver.

11.08 Entire Agreement.

The parties acknowledge and agree that the provisions contained herein, including all exhibits attached hereto, constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved to the Manager herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

11.09 Time of Essence.

The parties agree that in the performance of the terms and requirements of this Agreement by the Company time is of the essence.

11.10 Nondiscrimination.

In connection with the performance of work under this Agreement, Company agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and Company further agrees to insert the foregoing provision in all subcontracts hereunder.

11.11 City's Execution of Agreement.



This Agreement is expressly subject to, and shall not be or become effective or binding on the City until, approval by City Council and full execution by all signatories of the City and County of Denver.

11.12 Parties' Obligations with Respect to Confidential Information.

The Parties agree that issues governing the use and disclosure of Confidential Information, as defined below, provided to or made available to the City by Company will be governed by the following provisions:

a. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" means all information, of any nature and in any form, regardless of when given, that (i) is disclosed or provided by or through Company to the City pursuant to performance of this Agreement, including but not limited to documents referenced in subsection (e) hereof; and (ii) has been clearly marked or indicated in writing as being confidential by Company. Information falling within this definition shall be treated by the City as confidential proprietary information of Company pursuant to the provisions of the Colorado Open Records Act and under any rule of court. Information not so marked or indicated will not be so considered.

b. Use of Confidential Information. Except as expressly provided in this Agreement or as otherwise mandated by the Colorado Open Records Act, or other applicable law, the City will not disclose Confidential Information to anyone without the prior written consent of Company. The City will not use, or permit others to use, Confidential Information for any purpose other than actions incidental to the performance and enforcement of this Agreement between the City and Company, including but not limited to auditing of records of Company by the City Auditor and/or other representatives of the City. The City will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures that it takes to protect its own Confidential Information of a similar nature.

c. Open Records Requests. The Parties recognize that the mere marking of a document as "Confidential" does not render it conclusively confidential under the Colorado Open Records Act. Consequently, in the event that the City is served with an Open Records Request or subpoena from any third party requesting all or part of any Confidential Information as defined herein, the City shall give timely notice to Company of such request or subpoena within the time parameters of the Colorado Open Records Act or of any applicable court rule. In that event, Company agrees upon



receipt of actual notice from the City of such Open Records Request or subpoena to immediately undertake to defend such Confidential Information from disclosure pursuant to the Colorado Open Records Act or applicable court rule and shall defend, save and hold harmless and indemnify the City and its agents and employees with respect to such issues.

d. Company shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

11.13 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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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EXHIBIT A

Specifications

STATEMENT OF WORK

TABLE 1: SCOPE DEFINITION		
ENHANCED CNS SERVICES:	Airave Pro Connect	
PROJECT ID:	Denver Public Safety - Crime Lab – SERE 02596	
ADDRESS OF CUSTOMER FACILITY/PROPERTY:	1371 Cherokee Street Denver, CO 80204	
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	One	
BUILDING NAME	FLOOR	SQ/FT
Crime Lab	1	12,500
	2	12,500
	3	12,500
	4	12,500
TOTAL SCOPE COVERAGE AREA [SQ/FT]:	50,000	
TOTAL SCOPE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:	50,000	
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	<p>Project scope is for CDMA RF Source equipment only; Customer provides the DAS.</p> <p>Customer is responsible for coverage area and signal strength.</p> <p>Customer is responsible for frequency coordination, integration, and interference mitigation.</p> <p>The DAS will be maintained by the City & County of Denver's Electronic Engineering Bureau .</p>	
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:	NA	
GENERAL CONSTRUCTION MAKE UP OF THE FACILITY: 1. Interior walls 2. Exterior walls and windows 3. Roof (i.e. metal lined, greater than 6" thick) 4. Ceiling type (dropped or hard)	<ol style="list-style-type: none"> 1. Drywall 2. Stucco 3. Membrane 4. Dropped 	
CUSTOMER POINT OF CONTACT PROVIDING INFORMATION DESCRIBED WITHIN:	Luke McMillan luke.mcmillan@jci.com (303) 229-8510	
CUSTOMER POINT OF CONTACT DURING INSTALLATION:	Same as above	



TABLE 2: TECHNICAL REQUIREMENTS		
LOCATION AND ANTICIPATED SPACE FOR CNS EQUIPMENT:	Location: IT Telco Room on the Fourth Floor. Airave Pro Connect: A minimum of 2' x 2' area of wall space is required per location. Equipment may alternatively be installed below ceiling tiles, as required, for adequate coverage propagation.	
ANTICIPATED POWER REQUIREMENTS FOR CNS EQUIPMENT:	Airave Pro Connect: 20Amp / 120VAC standard wall outlet is required per location.	
CDMA/EVDO USER CAPACITY:	TOTAL CDMA/EVDO USER CAPACITY:	Up to 40

STANDARD SOLUTION AND TECHNICAL ASSUMPTIONS

SYSTEM REQUIREMENTS:

1. Sprint will provide a CDMA solution for the areas identified in Table 1.
2. Coverage enhancement design ensures coverage to 90% of scope area.
3. Received signal strength (RSSI) design objective for CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
4. Solution design will support the number of users defined in Table 2.
5. There are no EMI design requirements.
6. There are no console or custom dispatch/special talk group requirements.

INTERFERENCE:

7. Customer believes there are no existing systems in place that may interfere with Sprint's 800,900, or 1900 MHz frequencies.

FACILITY:

8. Special city, county, state or federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
9. There are no special Customer permitting or approval processes required.
10. Customer believes there are no RF shielded areas in the facility.
11. Customer believes that building structure is by normal construction standards (e.g., no lead or metal lined walls, walls not thicker than six inches).
12. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.

LABOR & INSTALLATION:

13. Union labor is not required.
14. Sprint can utilize its own preferred vendor for installation work.
15. Customer project manager or project management company labor costs are the responsibility of Customer.
16. Customer will pay all Customer required labor force costs (internal or third party).
17. Work can be completed during normal construction business hours (7:00 a.m. to 6:00 p.m., Monday-Friday). Customer will allow after-hours work to maintain schedule when necessary.



18. There are no special approvals required for Sprint vendors to perform installation work.
19. There are no restricted access areas or areas that require training, drug screening or background checks for access.
20. Customer to provide a staging location for Sprint vendor to store and secure all materials for this project from beginning to end of installation.

SPACE:

21. Customer will provide space for CNS Equipment as stated in Table 2.
22. Anticipated RF Source equipment location restricts access to authorized personnel only.
23. RF Source location is environmentally controlled.

POWER:

24. Customer will provide power for CNS Equipment as defined in Table 2.
25. Power is readily available at all CNS Equipment locations at no installation or operational cost to Sprint.
26. Backup power or UPS for RF Source equipment and/or DAS equipment is not included in this scope of work.

AIRAVE PRO CONNECT

27. Airave Pro Connect devices can be placed as needed to meet coverage objectives.
28. A GPS antenna is required for each Airave Pro Connect installed.
29. GPS antennas will be either roof or window mounted and connected to Airave Pro Connect via coaxial cable.
30. Each Airave Pro Connect device can support up to 29 simultaneous voice calls and up to 32 simultaneous EVDO Data sessions. Oversubscription is assumed to support the user counts in Table 2.
31. Customer will provide data bandwidth to the internet to support each Airave Pro Connect device deployed.
32. Voice calls on each Airave Pro Connect device require 60 Kbps per voice call and the maximum EVDO bandwidth per Airave Pro Connect device is 2.5Mbps. Sprint Direct Connect (SDC) calls are considered EVDO traffic and each call requires 80 Kbps. The total bandwidth required will depend on usage per customer location.
33. Customer will provide a single IP host address for each Airave Pro Connect via DHCP or an appropriate static IP address, gateway address, subnet mask and DNS addresses.
34. Customer will provide an Ethernet LAN connection in a location that meets the requirements of the Airave Pro Connect's coverage objective. Typical 100 meter distance limitations apply.
35. Customer provided Airave Pro Connect Ethernet LAN connections are on the same IP subnet or VLAN (if more than 1 Airave Pro Connect devices are clustered).
36. Customer will open ports 500 and 4500 for bidirectional UDP traffic on their firewall.
37. Customer will implement a voice queue size adequate enough to accommodate the expected traffic.
38. Customer has or will implement congestion mitigation or avoidance methods (Class of Service/DiffServ). The DSCP markings are as follows:

Traffic type	DSCP
Signaling	CS1
1x voice	CS5

Traffic type	DSCP
SDC	
Setup	CS5



1x data	BE
EVDO data	BE

Traffic	CS3
Signaling	CS2

CABLING & ANTENNAS:

- 39. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
- 40. GPS antennas can be placed on the roof.
- 41. Cable routing is available between RF Source equipment location and GPS antenna location.
- 42. Cable pathways (horizontal & vertical) exist and are available for use.
- 43. No special antenna stealthing techniques are required and all antennas can be visible.
- 44. Customer will approve cable routing along the most direct cable paths.
- 45. Design may utilize any combination of coaxial, fiber optic or other cable.
- 46. Conduit is not required for any cable installations.
- 47. Core drilling is not required for any cable installations.
- 48. Customer will provide roof penetration, if necessary, for GPS antennas.

TRAINING:

- 49. Sprint will provide a reasonable level of training to a mutually agreed upon number of designated Customer employees to enable such employees to provide customer support to Customer's end users of the Devices and Service. Sprint will provide such training using its standard course materials and methods.
- 50. Training will be conducted during regular business hours (8:00 a.m. to 5:00 p.m., Monday-Friday).

CUSTOMER CARE:

- 51. Modifications to existing Customer handsets (if any) are not anticipated.
- 52. Customer will designate one to three employees for direct access to CNS Support for account management.
- 53. Sprint will provide customer support for the CNS Equipment through the Sprint CNS Care group, which can be reached by calling 1-888-206-3585.
- 54. Sprint will provide Customer with 10 days' advance notice of planned CNS Equipment outages for maintenance or repair purposes.

DISCLAIMER:

This project is limited by the information and data contained in this Statement of Work, including Table 1 and Table 2. The information and data contained in this document is derived from information Customer provided to Sprint. Solution is based on the site conditions and the information contained in this Statement of Work. If Property and/or Premises conditions or information change, the Parties will renegotiate in good faith the custom solution. Sprint is not responsible for coverage or capacity deficiencies resulting from (i) changed conditions at the Property or Premises or (ii) due to coverage impacting conditions beyond Sprint's control, including without limitation terrain, weather, foliage, and man-made structures.

Any change in the scope requirements and/or technical data and assumptions that is outside of Sprint's control may result in degradation of the solution and/or impairment of coverage. The deficiencies are not grounds for Sprint's default, and Sprint is not liable for the cost or expense of remedying the deficiencies. If Customer wants Sprint to redesign the solution, then the parties will renegotiate in good faith the custom solution, which may include an increased Purchase Commitment or Customer capital contribution.



EXHIBIT C

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, hereafter referred to as the "Contractor", and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of _____ Dollars and No Cents (\$_____.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 200__, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of the _____ [INSERT PROJECT NAME] Contract No. XC96016, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;



PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed there under, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 200__.

Attest:

Secretary

Contractor

By: _____

President

Surety

By: _____

Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
CHIEF INFORMATION OFFICER



EXHIBIT D
CERTIFICATE OF INSURANCE
[to be inserted by Company]



EXHIBIT E

AIRAVE PRO CONNECT PRODUCT ANNEX

The following terms and conditions in this AIRAVE Pro Connect Product Annex, together with the Agreement, govern Sprint's installation and Customer's use of the AIRAVE Pro Connect device ("AIRAVE Pro Connect"). Capitalized terms not otherwise defined in this annex are as defined in the Agreement.

1. AIRAVE Pro Connect Description. The AIRAVE Pro Connect may be further detailed in the applicable Statement of Work, but generally consists of the equipment necessary for the provision of enhanced radio frequency ("RF") signal throughout a structure. Sprint will deploy an enterprise femtocell—i.e., the AIRAVE Pro Connect—to generate dedicated cellular service to extend the existing Sprint Nationwide Network and Sprint 3G Network macro coverage inside portions of Customer's Property. The AIRAVE Pro Connect may require ancillary equipment to distribute the RF signal throughout a structure. For purposes of interpreting the Agreement, "CNS Equipment" includes the AIRAVE Pro Connect and ancillary equipment.

2. Installation

2.1. Internet Access. The AIRAVE Pro Connect requires Internet access. The responsibilities for providing the Internet access are set out in the Statement of Work.

2.2 Customer's Network. Customer personnel or its vendors with technical expertise about Customer's network must be available at installation, and they must have the capability and authority to make changes to Customer's network necessary for installation.

2.3 Installation Space. The AIRAVE Pro Connect requires installation space inside Customer's Property as set out in the Statement of Work.

2.4 Access List. Functionality known as an "access list" may be available for some customers. An access list allows Customer some control over which users may use the AIRAVE Pro Connect. Sprint can assist Customer in setting up the initial access list. Maintenance of the access list is Customer's responsibility, and Sprint will not be held responsible for its use or misuse.

3. Maintenance

3.1 Disconnection. In the event that Customer requires temporary disconnection of the AIRAVE Pro Connect, Customer must contact the Sprint CNS Care Group at 1-888-206-3585.

3.2 Relocation. Customer—or any other personnel not authorized by Sprint—must not move the AIRAVE Pro Connect. Customer must contact the Sprint CNS Care Group, and Sprint will move the AIRAVE Pro Connect for additional cost.

3.3 Access list. If required for troubleshooting of the AIRAVE Pro Connect, Customer will either add any technician's phones to the access list or will provide Sprint with handsets already on the access list for use.

3.4 Software Maintenance Activities. At its discretion, Sprint may provide remote software updates to the AIRAVE Pro Connect, and the updates may occur during business hours and will cause brief interruptions to the operation of the AIRAVE Pro Connect.

3.5 Customer Network Personnel. Customer personnel or its vendors with technical expertise about Customer's network must be available for troubleshooting, and they must have the capability and authority to make changes and provide network information necessary for troubleshooting and maintenance.

4. AIRAVE Pro Connect Software License. Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the AIRAVE Pro Connect in accordance with and subject to the AirWalk End User License Agreement ("AirWalk EULA"), which is available at <http://www.airwalkcom.com/legal/eula.html>. Customer's obligation to comply with the AirWalk EULA will survive the expiration or termination of the CNS Beta Agreement.

5. Interference. Customer, not Sprint, is responsible for mitigating any interference issues arising with respect to the AIRAVE Pro Connect or caused by any other Carriers or public safety transmissions.

6. AIRAVE Pro Connect and 911 Limitations. Customer may not be able to make 911 or other emergency calls in the event of an electrical power outage, broadband connection failure, termination of broadband service, the AIRAVE



Pro Connect being at capacity, or other service disruptions. The AIRAVE Pro Connect and wireless Devices operate, in part, on radio frequencies that can be subject to interference and other conditions that may limit the connection and the ability to communicate during an emergency. Wireless 911 or Enhanced 911 ("E911") services may be limited outside of Sprint's wireless network coverage areas. Location-based E911 technology is not available in all areas. Customer and all end users of the AIRAVE Pro Connect should always be prepared to provide emergency personnel precise location and call-back information.



EXHIBIT B

Description of Property





GENERAL NOTES:

- A. ALL CABLES TO BE INSTALLED IN RISE AND RUN
- B. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- C. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES

KEYNOTES:

- 1. ALL CABLES TO BE INSTALLED IN RISE AND RUN
- 2. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 3. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES
- 4. ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 5. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 6. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES
- 7. ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 8. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 9. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES
- 10. ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 11. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 12. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES
- 13. ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 14. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 15. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES

VOICE/DATA LEGEND:

- 1. ALL CABLES TO BE INSTALLED IN RISE AND RUN
- 2. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 3. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES
- 4. ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 5. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
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- 11. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 12. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES
- 13. ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 14. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES
- 15. SEE NOTES FOR CABLE TRAY AND CONDUIT SIZES

DENVER POLICE CRIME LAB

1371 Cherokee Street
Denver, CO 80204



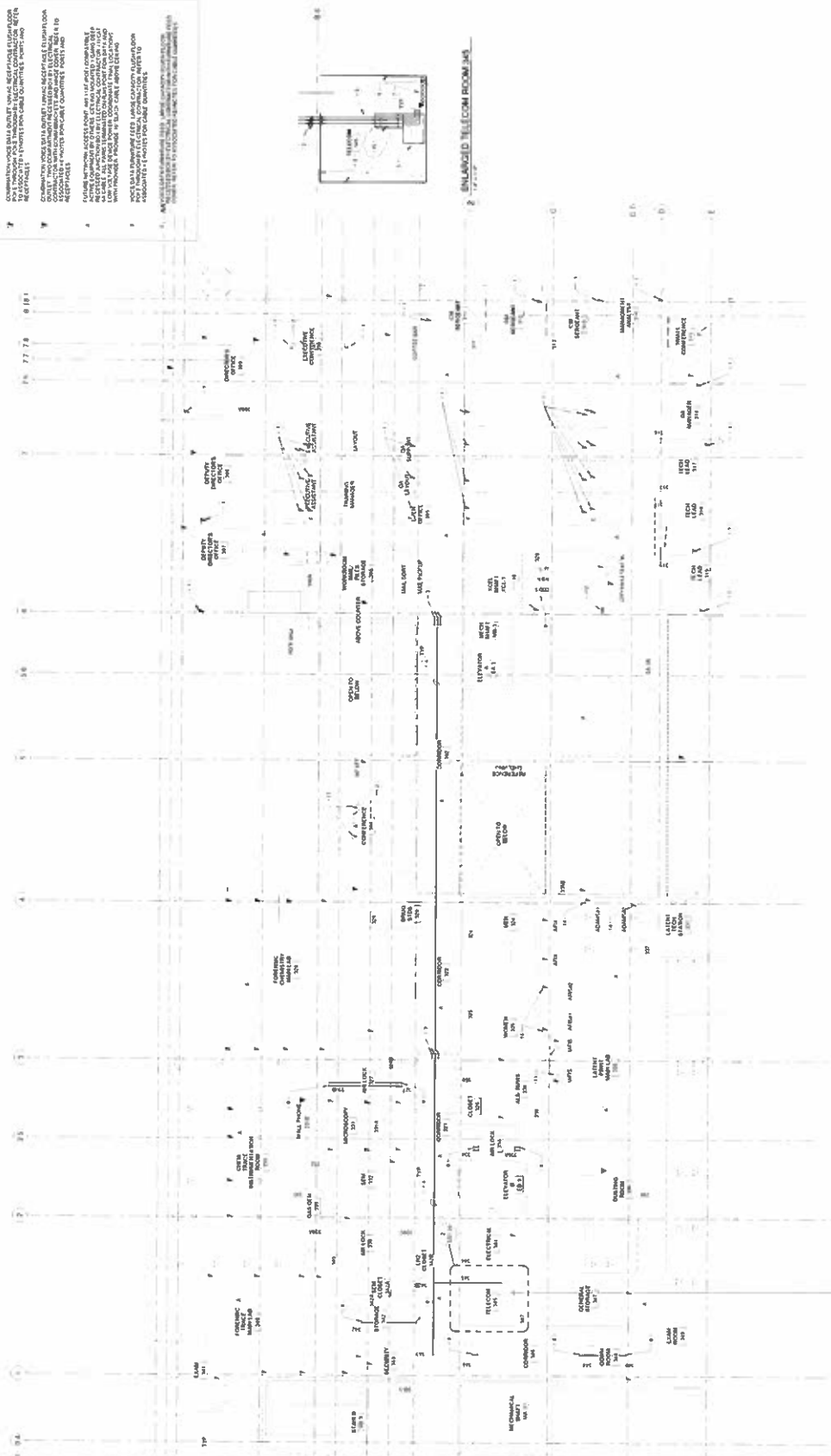
DURANT

SEA

PROJECT No. 15000000000000000000
 DRAWING No. 15000000000000000000
 SHEET No. 15000000000000000000
 DATE 15000000000000000000

PROJECT No. 15000000000000000000
 DRAWING No. 15000000000000000000
 SHEET No. 15000000000000000000
 DATE 15000000000000000000

SS1.30



FLOOR PLAN - LEVEL THREE

Permit No. 15000000000000000000



DENVER POLICE CRIME LAB

1371 Cherokee Street
Denver, CO 80204



DURRANT

014

PROJECT NO. 15-0000000000
DATE 10/15/2015
DRAWN BY J. HARRIS
CHECKED BY J. HARRIS
SCALE 1/8" = 1'-0"

PROJECT NO. 15-0000000000
DATE 10/15/2015
DRAWN BY J. HARRIS
CHECKED BY J. HARRIS

SHEET NO. 1
TOTAL SHEETS 1
SCALE 1/8" = 1'-0"

SS1.40
SHEET

100% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT

VOICE/DATA LEGEND:

- 1. 100% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 2. 90% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 3. 80% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 4. 70% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 5. 60% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 6. 50% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 7. 40% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 8. 30% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 9. 20% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT
- 10. 10% CONSTRUCTION DOCUMENTS - RE-ISSUED FOR PERMIT

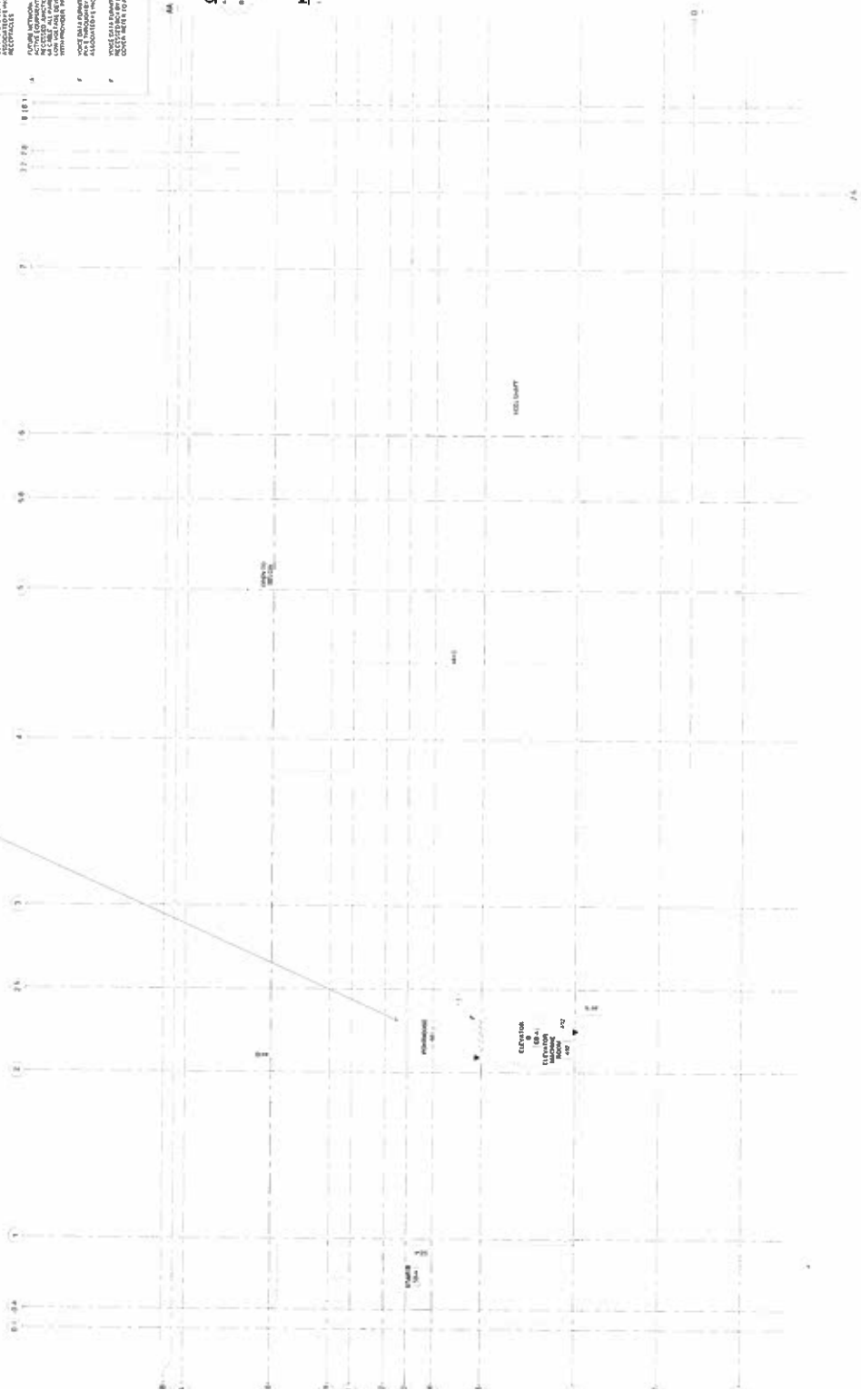
GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF DENVER.
5. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL WORK PERFORMED AND MATERIALS USED.
6. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.
7. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORK SITE AT ALL TIMES.
8. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED OF AT AN APPROVED LOCATION.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK PERFORMED.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

KEYNOTES:

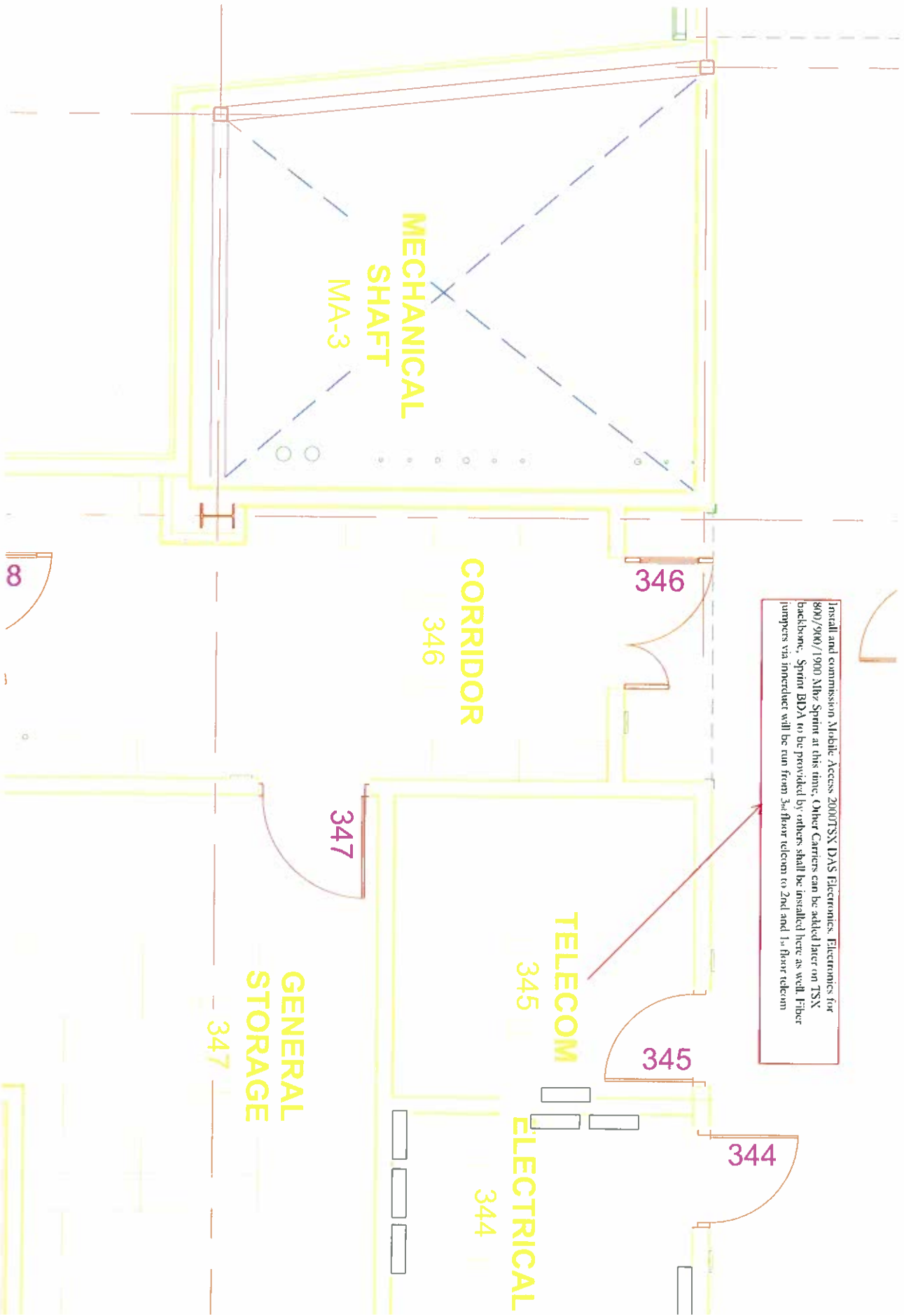
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.

Expansion for Computer Case Study No. 15-0000000000




1 FLOOR PLAN - PENTHOUSE LEVEL

Install and commission Mobile Access 2000T/SX DAS Electronics. Electronics for 800/900/1900 MHz Sprint at this time. Other Carriers can be added later on TSX backbone. Sprint BDA to be provided by others shall be installed here as well. Fiber jumpers via interducer will be run from 3rd floor telecom to 2nd and 1st floor telecom



Contract Control Number: TECHS-XC96016-01

Contractor Name: Sprint Solutions Inc.

By: 

Name: TERENCE D BERRY
(please print)

Title: Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: TECHS-XC96016-01

Contractor Name: Sprint Solutions Inc.

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number:

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:

By _____

By _____

By _____

