

Licensee Cell Site Name: The Denver City and County Building
MDG: 5000925023

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is made and effective as of the Effective Date, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Licensor"), and **CELLCO PARTNERSHIP** doing business as **VERIZON WIRELESS**, a Delaware corporation, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "Licensee" or "Contractor"), individually a "Party" and jointly "the Parties."

RECITALS

WHEREAS, the City owns and operates the real property located at 1437 Bannock St, Denver, Colorado 80202 and all appurtenances thereto (the "Subject Property");

WHEREAS, the City has right, title, and interest in and to the Subject Property together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into an agreement in respect thereof;

WHEREAS, the Parties desire to enter into this Agreement regarding Licensee's use of certain designated areas at the Subject Property for Licensee's operation of a cellular site at the Subject Property as described in **Exhibit A** attached hereto (the "Licensed Area");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

- 1. COORDINATION AND LIAISON**: Licensee shall fully coordinate all obligation under this Agreement with the City Representative, which shall mean the Division of Real Estate's designee(s) who will oversee and direct all activities of Licensee under this Agreement. The City Representative(s) may be employees or contractors of the City, Denver's Facilities Management division, Denver's Technology Services, the Electronic Engineering Bureau of the Department of Safety, and/or Denver's Division of Real Estate. Contact information for the City Representative and the assigned responsibilities, if there is more than one City Representative, shall be provided to Licensee upon execution of this Agreement. The City may identify, change, add or delete City Representative(s) by written notice to Licensee.
- 2. GRANT OF LICENSE**: Licensor hereby licenses to Licensee certain spaces on and within Licensor's premises at 1437 Bannock, City and County of Denver, State of Colorado 80202 (the "Premises"), for the installation of an in-building small-cell distributed antenna system ("iDAS") which shall include microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas and small cells serving them together with cables, fibers or the equivalent connecting them, and for the placement of Licensee Equipment as defined below. The iDAS components and design principles and Licensee Equipment are described on **Exhibit A**. The "Licensee Equipment" shall include Licensee owned or controlled equipment for exclusive use by the Licensee that connects to the iDAS. Licensee may replace and augment the iDAS and the Licensee Equipment or portions of either with similar or comparable equipment and modify any frequencies upon which such equipment operates as needed to provide in-building coverage. Any proposed change to the location of Licensee

Equipment on the Premises depicted in **Exhibit A** shall require an amendment in writing to this Agreement.

3. **TERM**: This Agreement will commence on **the Effective Date**, and will expire, unless sooner terminated, on **July 31, 2030** (the "Term").
4. **NO CITY FUNDS**: Under this Agreement, the Parties will collaborate with each other to fulfill the purpose and intent of this Agreement and perform the duties, responsibilities, and services set forth in this Agreement. In consideration for this Agreement, each Party will bear its own costs and expenses to undertake the responsibilities and actions set forth herein. The City does not pledge present cash reserves for payments in future fiscal years. This Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City and does not require an expenditure of City funds. Notwithstanding anything to the contrary, the City's maximum payment obligation will not exceed Zero Dollars (\$0.00). Licensee shall bear the costs of all maintenance and repairs to the Licensee Equipment.
5. **CONSTRUCTION, INSTALLATION, MAINTENANCE & INTERFERENCE**
 - 5.1. All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. Licensee shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Premises existing as of the date of this Agreement. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Should Licensor's or another tenants' equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all reasonable steps necessary to correct and eliminate the interference, including requesting other tenants of the Premises causing such interference to correct and eliminate the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. The License provided in this Agreement does not authorize any activity that would conflict or interfere with the public health, safety or welfare purpose or operation of the Premises or any City system.
 - 5.2. Licensee shall be responsible for obtaining utility locates prior to starting any authorized digging on City property. If damage should occur to any existing underground utilities or other facilities on City property, whether or not a utility locate was obtained, Licensee shall immediately report the damage to the City and shall take all actions and incur all costs and expenses necessary to repair the damage in a manner satisfactory to the City.
 - 5.3. Upon completion of the installation of any modifications or alterations, Licensee shall timely furnish to the City with documented evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services, or materials.

5.4. The City is not responsible for the Licensee Equipment or Licensee's other authorized installations or modifications. Licensee shall be responsible for securing the Licensed System and Licensee's other authorized installations or modifications and keeping them in good working order.

5.5. Parties agree to the additional Terms contained in the Augmentation Agreement, attached as Exhibit C, which further governs the installation, maintenance and operation of the in-building equipment covered by this Agreement. In the event a conflict arises between the terms of this Agreement and terms contained in **Exhibit C**, this Agreement and its terms shall control.

6. PLANS AND SPECIFICATIONS

6.1. Prior to any installation or any modification to the Licensee Equipment, a copy of complete and accurate plans and specifications for the Licensee Equipment must be submitted to the City representative 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, and placement of utilities servicing the Licensee Equipment.

6.2. Licensee shall cooperate with the City in the review of the plans and specifications and shall make any reasonable modifications required by the City. Upon completion of the review and any required modifications, the City will approve the plans and specifications. Modification to the Licensee Equipment may be denied in the City's sole and absolute discretion.

7. **AUTHORIZED FREQUENCIES.** In the operation of the Licensee Equipment, Licensee may only operate Licensee's System in the radio bands and frequencies (and no others) authorized by the Federal Communications Commission ("FCC") to use. Operation in any radio band licensed for use by a City system is prohibited. Addition or change in radio bands or frequencies is prohibited unless Licensee first provides prior written notice to the City's chief Information Officer. Licensee agrees to comply with all federal, state, local, or other government regulations applicable to Licensee and its activities operating or using the Licensed System, including, but not limited to, regulations and standards published by the FCC.

8. **OWNERSHIP AND CONTROL:** The iDAS and Licensee Equipment are personal property of the Licensee and the Licensee at all times owns and controls them. Licensor and Licensee agree, and Licensor shall so inform, any purchaser or mortgagee of the Premises, of this Agreement and that all equipment forming a part of the iDAS and Licensee Equipment shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located.

9. **CONSIDERATION:** In consideration for the rights granted herein, Licensor's premises will receive the benefits of enhanced wireless communications arising from operation of the iDAS. The design, construction, equipment, installation, removal, and maintenance of the iDAS shall be at Licensee's sole cost. Licensee agrees that City shall not be liable for failure of any utility services to be supplied to the Licensee Equipment, or for a failure of the electrical generator, or for any interruption of utility services to the Licensee Equipment System caused by third parties.

10. **ACCESS:** Licensor agrees to provide Licensee, its employees and/or agents reasonable access to the Premises for the purpose of design, construction, installation, upgrading, maintenance and repair of

the iDAS during regular business hours. Premises is located in a secure government building subject to Licensor's access restrictions, which will be provided to Licensee. Licensee will comply with all access restrictions; however, in the event of an emergency, Licensee will call Licensor's after-hours number to gain access to the building. Nothing herein, shall give the Licensee access to the City property or systems in violation of City policies. To receive access to City property, Licensee's personnel must present legally sufficient identification, preferably in the form of a badge with picture ID issued by Licensee; will be subject to escort by the City's designee(s) and search and inspection of items brought onto the Premises; and will comply with all restrictions and security protocols set by the City. All equipment, vehicles, machinery and other materials brought onto the Premises must be necessary for the work authorized to be performed. Should Licensee require access into a secure area of the Premises which may require prior approval or escort, then the permission of the City must be obtained and any security protocols must be strictly observed by Licensee. The exercise of access by Licensee or Licensee's personnel shall not conflict or interfere with the operations of the Premises or the City systems and may not block access at or the use of the Premises nor be in violation of the American with Disabilities Act. Any particular access on Premises may, at any time, temporarily or permanently, be closed, so long as an alternative means of access is made available to Licensee within a reasonable time. During the duration of any state of emergency declared by the President of the United States, the Governor of the State of Colorado, or the Mayor of the City and County of Denver, access may be denied for security and public safety reasons. Licensee hereby releases and discharges the City from any and all claims, demands or causes of action which Licensee 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 on the Premises site or the temporary unavailability of such access.

11. **QUIET ENJOYMENT**: Licensor covenants that Licensee, upon performing all the covenants shall peaceably and quietly have, hold and enjoy the Premises and Licensor farther covenants that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into this Agreement.
12. **WARRANTIES**: Licensor owns or leases the Premises or otherwise has the right to grant the license given in this Agreement; the Licensor has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; and Licensor is not in default under any lease with the owner of the Premises and the term of such lease extends to the term of this Agreement with any and all renewal terms.
13. **"AS IS" CONDITION**: The Premises are accepted by Licensee in an "AS IS, WHERE IS" condition, with all faults and defects. No additional work will be performed by the City and Licensee hereby accepts the Premises in its as is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Premises.
14. **LIMITATION ON LIABILITY**: Licensee agrees that no liability shall attach to the City for any damages or losses incurred or claimed by Licensee or any other person or party on account of the installation, construction, or operation of the Licensee Equipment by Licensee. Licensee agrees that it shall not in any way seek damages or make any claims against the City for any interference or delay caused by construction in adjacent areas, other businesses or operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages.
15. **ENVIRONMENTAL REQUIREMENTS**
 - 15.1. Licensee and its contractor(s) and subcontractor(s) shall obtain all federal, state, and local environmental permits necessary for the work to be performed and shall comply with all applicable federal, state, and local environmental permit requirements applicable to any work

performed on the Premises. Licensee and its contractor(s) and subcontractor(s) shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment.

15.2. The term "Hazardous Materials" shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute.

15.3. No Hazardous Materials shall be brought onto, or stored on, the Premises without the prior, written approval of the City and, if required by the City, the prior, written approval of the Denver Department of Environmental Health and/or the Colorado Department of Public Health and Environment.

15.4. The obligations of Licensee set out in this Section shall survive the expiration of the Agreement.

16. TAXES, LICENSES, LIENS AND FEES

16.1. Licensee 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 or operations under this Agreement and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent.

16.2. Licensee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Premises or the tower, or improvements thereto, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Licensee, as contractors or subcontractors.

16.3. Licensee 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 Premises, the City system, the Licensee Equipment, or related improvements, which may in any way impair the rights of the City under this Agreement or to the City's property.

16.4. The obligations of Licensee set out in this Section shall survive the expiration of the Agreement.

17. CITY'S RIGHTS

17.1. The City shall retain all the rights to the use, occupancy and ownership of the Premises; and such use, occupancy and ownership by the City shall not be interfered with by the exercise of the rights granted hereunder during the Term of this Agreement, except to the extent interference shall be a result of Licensee's reasonable uses and actions in the installation, inspection, maintenance, alteration, repair, replacement, operation and removal of the Licensee Equipment as authorized under this Agreement; provided, however, that Licensee shall be liable to the City

for any damage to improvements that may result from such installation, inspection, maintenance, alteration, repair, replacement, operation and removal.

17.2. If the City desires Licensee to leave in place any modifications made by Licensee to the Licensee Equipment and so states in a written notice to Licensee, then Licensee shall leave such modifications in place without compensation from or to the City. If Licensee is required to remove the modifications and does not restore damage resulting from said removal and thereby causing the City to have to undertake the restoration, then Licensee shall promptly reimburse the City for the work. The City specifically reserves for itself, other licensees and assignees of City, all rights which do not materially and adversely interfere with Licensee's exercise of its License under this Agreement; provided, however, the City will not materially and adversely interfere with, and will not knowingly permit or allow other licensees to materially and adversely interfere with, the rights of Licensee under the terms of this Agreement except to the extent expressly provided in this Agreement.

17.3. Upon expiration of the Agreement or on the date specified in any demand for possession by the City after any default by Licensee (after any applicable notice and cure periods), Licensee covenants and agrees to surrender possession of the Licensed Area and all other parts of the Premises to the City in the same condition as when first occupied, ordinary wear and tear excepted but subject to the repair and restoration requirements provided in this Agreement.

17.4. Licensee shall remove, at its sole cost, upon expiration of the Agreement, the Licensee Equipment and all of Licensee's personal property within thirty (30) calendar days after expiration, as applicable. If such removal should damage the Premises, Licensee agrees, at its sole cost, to immediately repair such damage in a good and workmanlike manner and to put the property in the same condition as it would have been if the Licensed System had not been installed, reasonable wear and tear excepted but subject to the repair and restoration requirements provided in this Agreement. If Licensee fails to remove the Licensee Equipment and Licensee's personal property within thirty (30) calendar days after the expiration of this Agreement, the City, at its option, may remove, store and/or dispose of same and retain any proceeds therefrom, and further is entitled to recover any cost incurred by the City in removing same and in restoring the Premises.

18. HOLDING OVER: If Licensee holds over after the expiration of this Agreement or Cancellation, and so long as the Licensed System is still situated on the Subject Property site (even if it has been disconnected), the Licensed System shall be considered abandoned and Licensee shall pay to City a holdover fee of \$25,000 to decommission and remove the abandoned equipment from the Property. Nothing herein shall be construed to give Licensee the right to hold over at any time, and the City may exercise any and all remedies at law or in equity to recover possession of the Property, as well as any damages caused by Licensee.

19. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

20. TERMINATION

20.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.

20.2. Licensee shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Licensor. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Licensor (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursues it thereafter), Licensor may thereafter terminate this Agreement by written notice to Licensee. Upon any termination or expiration, Licensee shall remove the Licensee Equipment and may remove the entire iDAS, at the option of Licensee. Licensee shall repair or restore any damage to Licensor's premises resulting from the removal of the Licensee Equipment or iDAS, normal wear and tear excepted.

20.3. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

20.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.

21. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

22. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

23. INSURANCE

23.1. General Conditions: The Contractor 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor 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 Contractor. The Contractor 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.

23.2. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

23.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the

City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

- 23.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability—if required, the Contractor’s insurer shall waive subrogation rights against the City.
- 23.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 23.6. Workers’ Compensation and Employer’s Liability Insurance:** The Contractor 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.
- 23.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 23.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 23.9. Technology Errors & Omissions:** The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

24. DEFENSE AND INDEMNIFICATION

- 24.1.** The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and 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 under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole 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 the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 24.2.** The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City 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.

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

24.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

24.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

25. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

26. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

27. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

28. INUREMENT: The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

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

- 30. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 31. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 32. CONFLICT OF INTEREST:** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- 33. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the address above and to City at the addresses below:
- City and County of Denver
Division of Real Estate
201 W. Colfax Ave. Dept. 1010
Denver, CO 80202
RealEstate@denvergov.org

With Copy to:
Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered, sent by electronic mail, or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 34. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement.
- 35. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 36. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 37. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.
- 38. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 39. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other

individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

40. **LEGAL AUTHORITY**: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
41. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
42. **PROHIBITED TERMS**: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
43. **DEBARMENT AND SUSPENSION**: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
44. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.
45. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
46. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

47. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the City. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

48. CONFIDENTIAL INFORMATION

48.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

48.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

48.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

48.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all

materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (“CORA”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

- 49. DATA PROTECTION:** The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.
- 50. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 51. CITY EXECUTION OF AGREEMENT:** This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 52. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 53. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation

of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

- 54. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this 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 this 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.
- 55. EFFECTIVE DATE:** The Effective Date shall be the date the City delivers a fully executed copy of this Agreement to the Licensee.
- 56. 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 related to the Subject Property and to any other bond ordinances which should amend, supplement or replace such bond ordinances. The parties agree that the bond ordinances permit the terms of this Agreement as written and that Licensee shall comply with all IRS regulations and take no action that would jeopardize the tax-exempt status of the bonds. This Agreement has been approved by the City's bond counsel and such approval is on file with the City and County of Denver. This Agreement may not be executed and may not be amended in the future without prior written approval of the City's bond counsel.
- 57. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, iDAS components and design principles and Licensee Equipment; **Exhibit B**, Certificate of Insurance; **Exhibit C**, In-Building Augmentation Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:
Contractor Name:
VERIZON WIRELESS

FINAN-202582492-00
CELLCO PARTNERSHIP doing business as

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
WIRELESS

FINAN-202582492-00
CELLCO PARTNERSHIP doing business as VERIZON

By: *Billie Huntley*
Billie Huntley (Feb 3, 2026 16:06:58 EST)

Name: Billie Huntley
(please print)

Title: Sr. Director - Contract Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

City and County of Denver

1437 Bannock St, Denver, CO 80202,
United States



10-09-2024
Rev2

City and County of Denver



Revision History / Author
Rev: 10/26/2024 Chris Maxwell
Site Survey Update
Project name:

City and County of Denver

Address
1437 Bannock St.
Denver, CO
US
80202

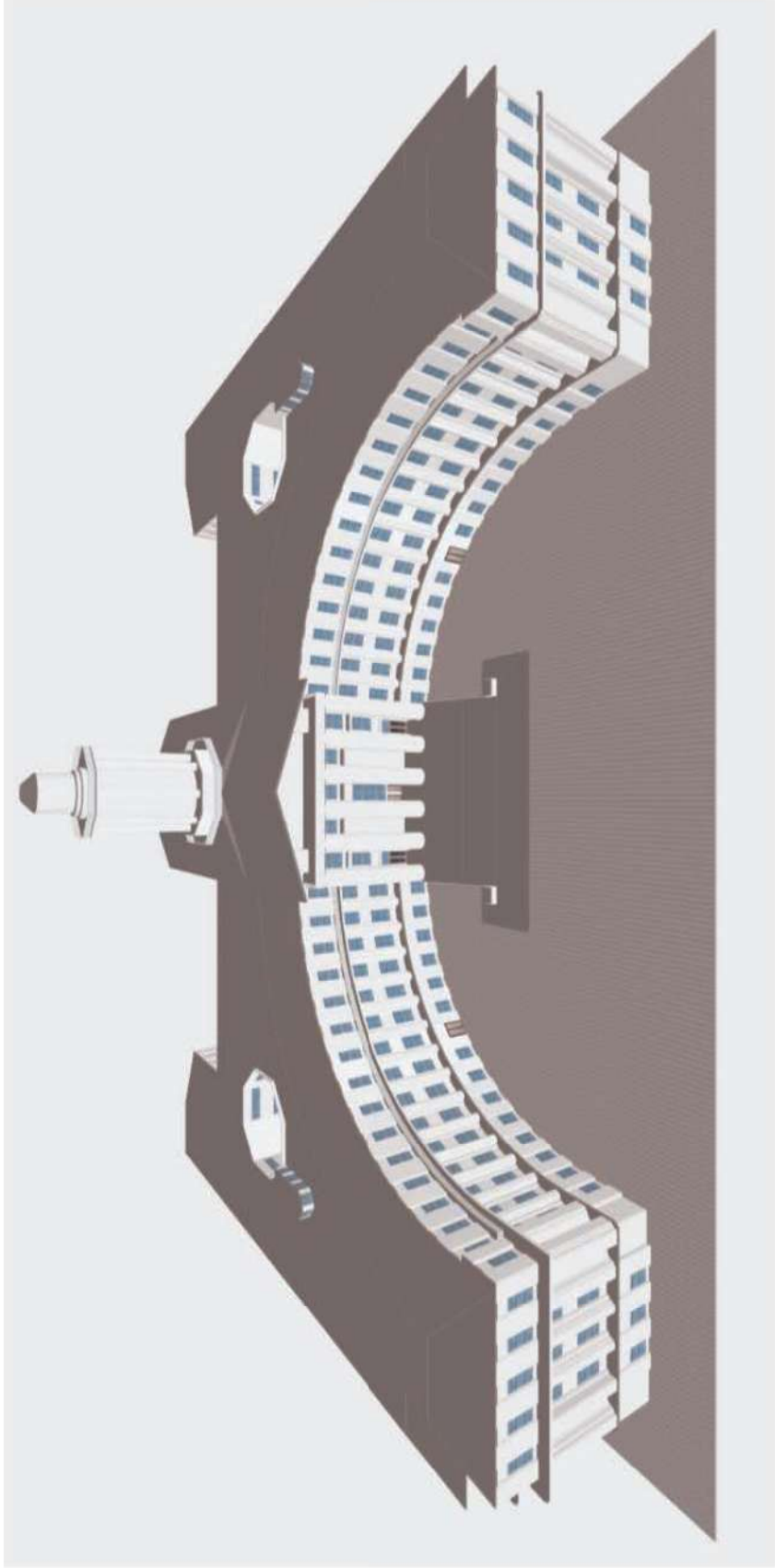
Designer name:

Google Earth Image

5/2/2024

Page 29 of 43

3D Model



Revision History / Author
Rev: 10/26/2004 Chris Maxwell
Site Survey Update
Project name:

City and County of Denver

Address: 1427 Bennett St.
Denver, CO
US
80202

Designer name:

3D Model

5/2/2004

Page 26 of 43

Project Summary



Project Summary	
Venue	City and Country of Denver
Address	1437 Bannock
City	Denver
State	CO
County	Denver
Latitude	39.44213
Longitude	-104.592822
Venue AMSL (ft)	
# of Buildings	1
# of Floors	6
Approx. Coverage Area (sqft)	359,209
Maximum # of Attendees	
Site Contacts	Gary Pasicznyk
Site Contacts Email	Gary.Pasiczyk@denvergov.org
Site Contacts Phone #	720-409-3351
Venue Special Access/Security	
Rooftop Access	Yes
Structure Height	106
Roof Height	
GPS Antenna Height	7
Band Information	
700 MHz	
850 MHz	
1900 MHz	B2_10MHz_1000
2100 MHz	B4_10MHz_2100
	B66_10MHz_67086
C-Band	Bn77_100MHz_650006
	Bn77_60MHz_655324
Solution Type	DOT
RF Source Type	
Radio Information	
Head End Equipment Location	Telecom Room_ Fifth Floor
Number Of Radio Sets	96
IDF Location	18

Revision History
 1. 10/26/2024
 2. Site Survey Update
 Project name

Auditor
 Chris Maxwell

City and County of Denver

Address
 1437 Bannock St
 Denver, CO
 US
 80202

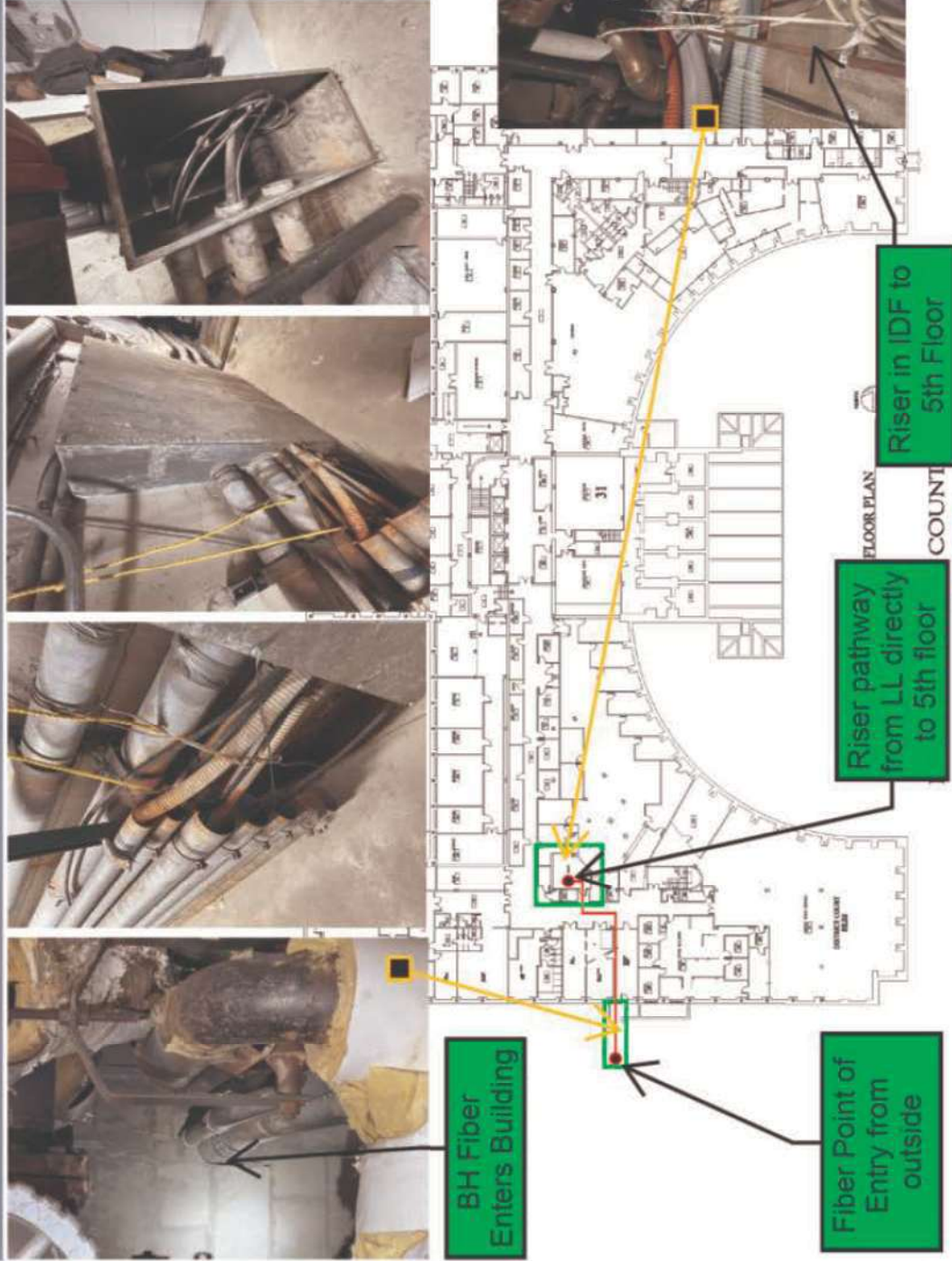
Designer name

Summary Page

5/2/2024

Page 27 of 43

UPDATED - Fiber POE and Pathway to HE Photos



Revision History / Author
 2 10/26/2024 Chris Meadows
 Site Survey Update
 Project name

City and County of Denver

Address
 1427 Larimer St.
 Denver, CO
 US
 80202

Designer name

Sheet#

5/202004

Page 35 of 43



[RF]Square
An In-Building DAS Company

Headend (Option 2) Location Photos



[RF]Square
An In-Building DAS Company

- Headend room (Option 2) has an available cabinet for DAS/Verizon equipment
- 110V PDU is available for DAS and Verizon equipment roughly 15ft away from cabine in another rack.
- Headend room is cooled, but customer does not have BTU specs
- There is no available SM fiber to be utilized for DAS equipment, so new fiber will need to be installed
- There is a riser located in the room going down, but customer does not know where it leads to on the 4th floor



Cabinet for DAS/Verizon equipment



Unknown riser leading to 4th floor



PDU for DAS/Verizon equipment

Revision History / Author
 2 10/26/2024 Chris Maxwell
 Site Survey Update
 Project name

City and County of Denver

Address
 1427 Belmont St.
 Denver CO
 US
 80202

Designer name

Head End Option 2

5/20/2024

Page 37 of 43



[RF]Square
An In-Building DAS Company

Headend (Option 1) Location Photos



[RF]Square
An In-Building DAS Company

- Headend room (Option 1) has an available cabinet for DAS/Verizon equipment
- 110V quad outlets are available for DAS and Verizon equipment roughly 15ft away from cabinet. 1 of the quad outlets available is on generator power
- Headend room is cooled, but customer does not have BTU specs
- There is no available SM fiber to be utilized for DAS equipment, so new fiber will need to be installed



Possible pathway to riser closet that runs to 5th floor IDF/ Headend Option 2 location



Available power outlets for equipment



Proposed Verizon and DAS equipment location



Revision History
 Rev: 10/26/2024
 Date: 10/26/2024
 Author: Chris Maxwell
 Project Name: Site Survey Update

City and County of Denver

Address: 1427 Hancock St.
 Denver, CO
 US
 80202

Designer name:

Head End Option 1

5/2/2024

Page 36 of 43

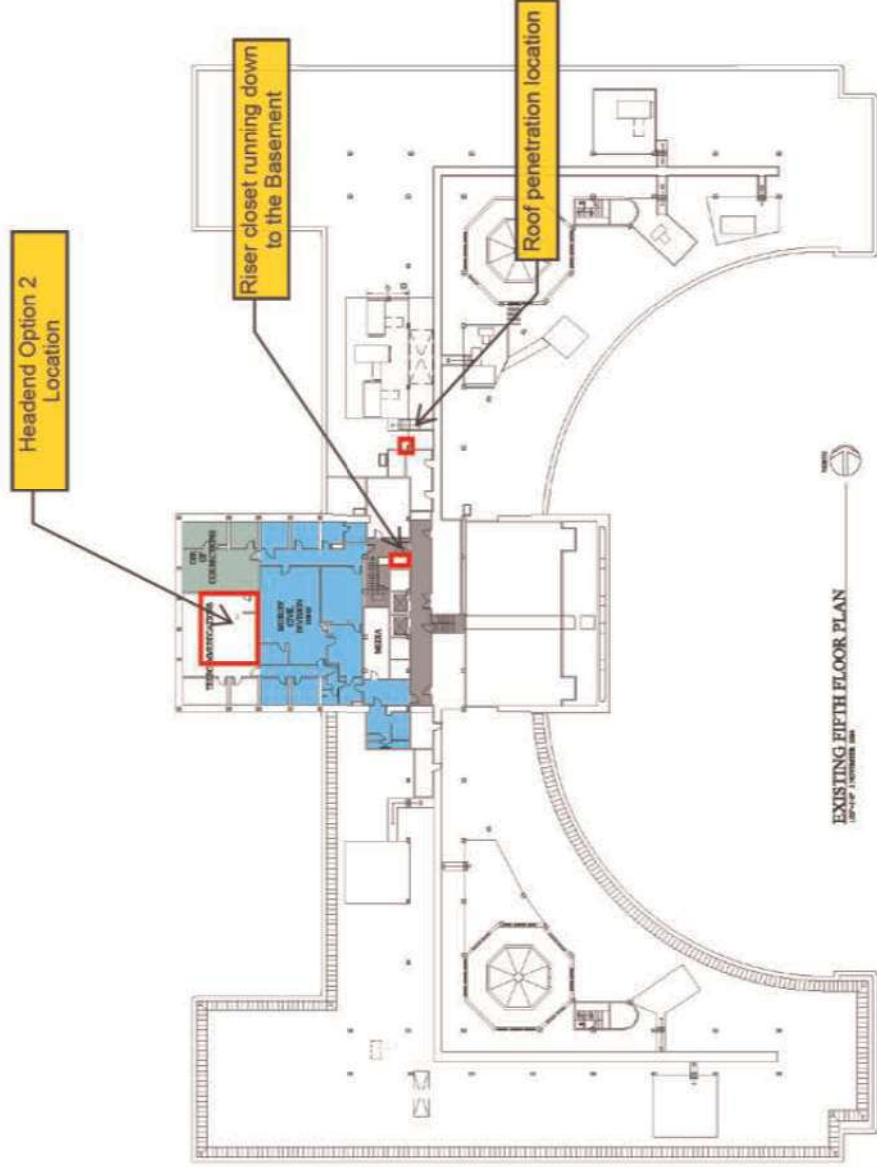


[RF]Square
An In-Building DAS Company

Headend (Option 2) Location



[RF]Square
An In-Building DAS Company



EXISTING FIFTH FLOOR PLAN
DATE: 11/14/14

DENVER CITY AND COUNTY BUILDING

Revision Number	Author
2	10/26/2014
Site Survey Update	Chris Maxwell
Project name	

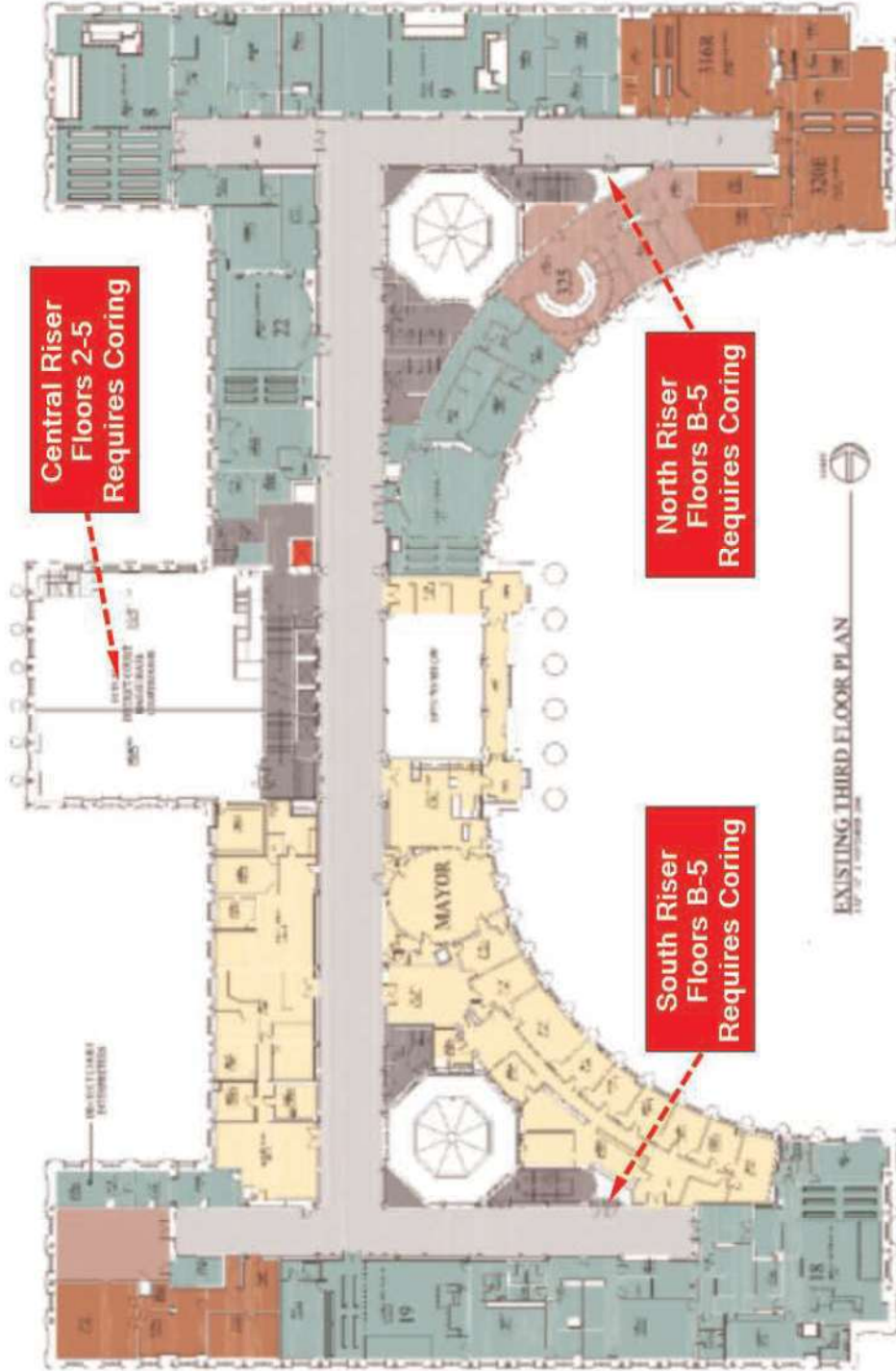
City and County of Denver

Address	1427 Larimer St. Denver, CO US 80202
Designer name	

Post Photos

5/20/2014

Page 40 of 43



**Central Riser
Floors 2-5
Requires Coring**

**North Riser
Floors B-5
Requires Coring**

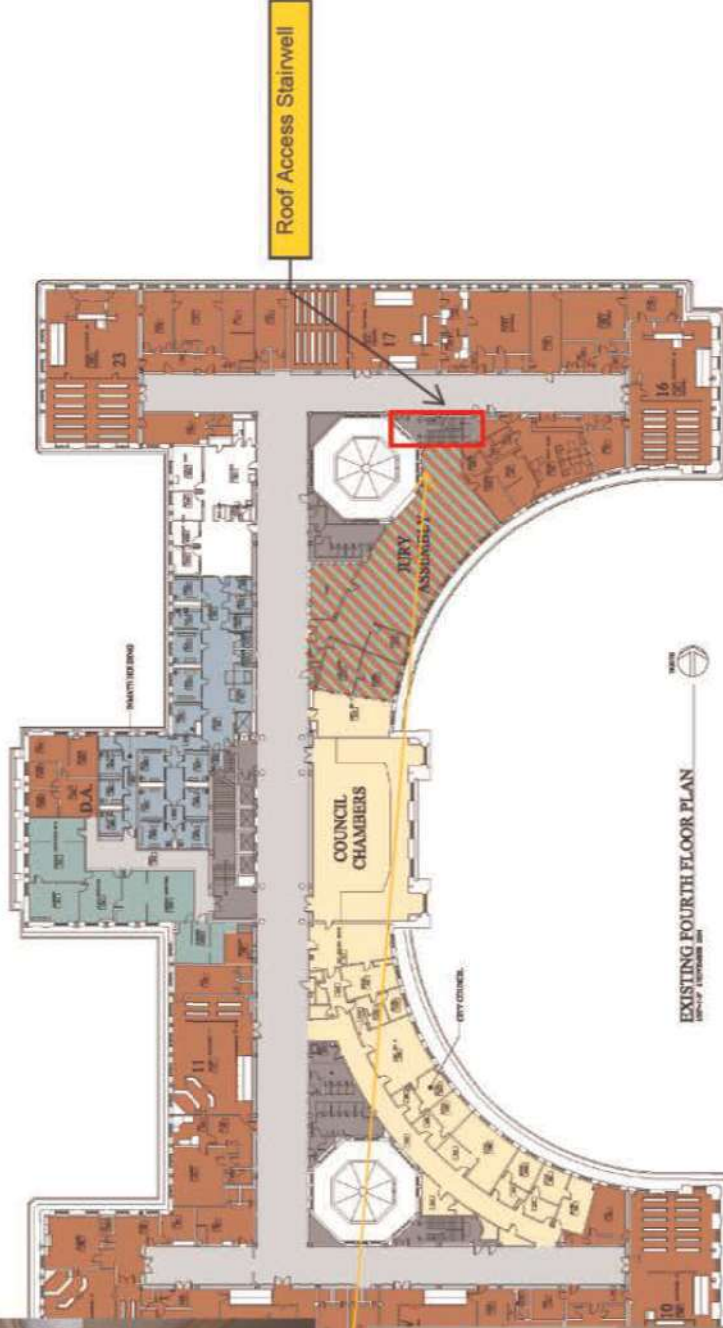
**South Riser
Floors B-5
Requires Coring**

EXISTING THIRD FLOOR PLAN
 10/27/24 10:00 AM



Roof Access Location

- Roof can be accessed from 4th floor stairwell leading to the 5th floor roof hatch
- Roof penetration is located near HE (Option 2) on the 5th floor, but customer could not provide exact location



EXISTING FOURTH FLOOR PLAN
DENVER CITY AND COUNTY BUILDING





[RF]Square
An In-Building DAS Company

Additional Roof Photos



[RF]Square
An In-Building DAS Company



Roof Penetration Location

Revision History / Author
Rev: 10/26/2024 Chris Maxwell
Site Survey Update
Project name:

City and County of Denver

Address
1427 Bennett St.
Denver, CO
US
80202

Designer name:

Roof Access

5/2/2024

Page 39 of 43

- Preferred abatement asbestos company – Typically local containment including masks, HEPA vac and shaving cream would be used for low voltage work when drilling small holes. This project will likely not require any major wall/construction work so we are not sure that an abatement company would be required, Nancy? If you are going to use an abatement company – try JKS – 303-238-0207. They have worked in the CCB repeatedly and understand what needs to occur, how to do the work and access the building. They are also willing to work after hours. If you are looking for techniques to complete the drilling yourself, a good contact would be Nick Schroeter with DPHE.

- Can you provide mark ups on a set of drawings showing where asbestos and or lead is located in the building? - **LEAD IS IN THE WINDOWS – DON'T BELIEVE THAT YOU WILL BE WORKING ON THOSE. TRACE ASBESTOS IS THROUGHOUT ALL OF CCB, IN ALL PLASTER WALLS AND IN MOST OF THE INSULATION. IT IS BETTER TO ASSUME THAT THE WALL HAS TRACE ASBESTOS THAN NOT AND TREAT ACCORDINGLY.**

- Preferred coring company – This would be subbed via the low voltage contractor unless Nancy has a preference? I do not have a preferred coring company – only that they X-ray before hand to verify that they are not cutting through any other utilities

- Preferred low voltage (Is the preferred company mandatory, or can we invite an additional contractor for bidding?) – Star Telecom (Randy Russell – 720.984.5114 or 720.774.0777) is who we would use because of their experience with the City and County building and City processes. We are definitely open to using a different contractor, if so, we can provide cabling parts/pieces specifications and our standards.

- Preferred company for electrical work – Nancy, would you like this to be a City On Call or should the low voltage contractor sub it out? Using City Contracts electricians means that you have familiarity with the CCB and how to access, move around the building and what needs to occur after hours. Capital Electric – 303-944-0824 has worked in CCB extensively. LEI 303-934-5631 has been in CCB.

- Riser pathways for western/upper portion of the building (to the best of your knowledge) What we walked yesterday didn't provide much insight or clear direction and will likely require new coring. This may be a zig-zag scenario or go around the long way to reach the western side network cabinets via backbone fiber.



[RF]Square
An In-Building DAS Company

Notes from Survey



[RF]Square
An In-Building DAS Company

- Work hours will vary depending on area being worked on. Will need to communicate with customer
- Patch and paint is in house unless there's a major job required. If so, POC will recommend contractor
- Most closet locations do not have risers, and if risers are available, customer could not confirm where risers lead
- Available Power in both headed locations is 110v
- Preferred/Required in building contractor for low-voltage work is Trulink. POC: Tiana Kronebush - 720-630-3797 - tiana.kronebush@trulinkllc.com
- Trulink sub contractor will need to be used for this installation, as they are the only company to know where existing risers are located, and existing cable pathways
- Customer could not provide information in regards to existing back-haul fiber, and where it enters the building
- Any and all existing outlets/PDU/PSU's can be utilized in closets to avoid installation of additional power
- Any coring needed to be completed will have to go through city approval as this is a historical building
- Minimal information was provided by the the customer about cable pathways, riser locations, IDF locations, and equipment mounting locations. You will need to work directly with Trulink contractor, and/or building facilities
- Customer is willing to be flexible on equipment mounting locations due to minimal information being provided. Installer with need to communicate with facilities/customer to find suitable locations for antennas and DAS equipment

Revision History / Author
Rev: 10/26/2024 Chris Maxwell
Site Survey Update
Project name:

City and County of Denver

Address
1427 Bennett St.
Denver CO
US
80202

Designer name:

Walk Notes 1

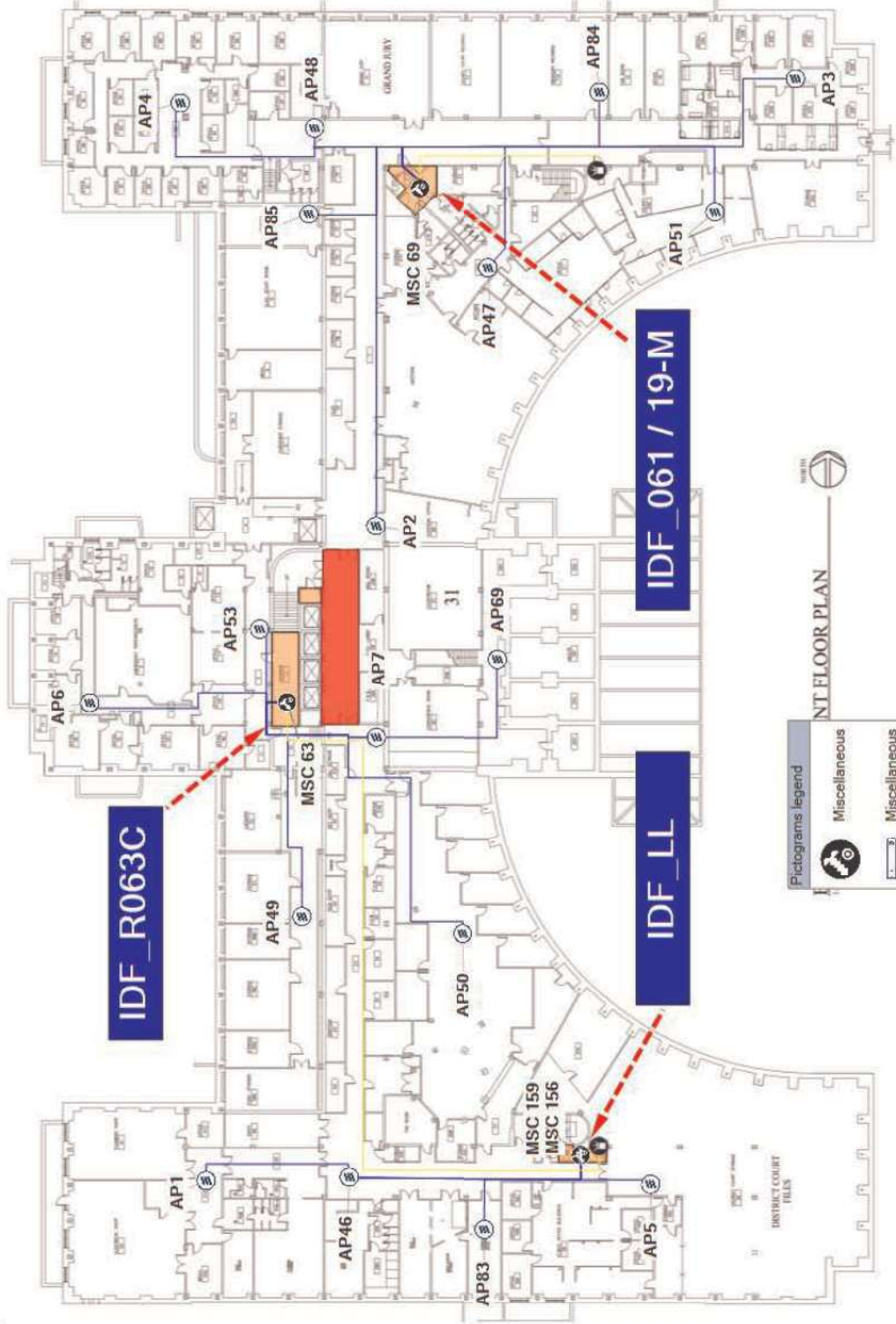
5/2/2024

Page 41 of 43

Hard Ceiling Area



Indoor prediction legend



Pictograms legend

- Miscellaneous
- Miscellaneous
- Riser
- Small Cell

Cables legend

- 012E68-33131-29
- 1818020312006F
- CAT-6a

NT FLOOR PLAN

100.00 ft

Revision history / Author
 Rev. 10/26/2024 Chris Maxwell
 Site Survey Update
 Project name

City and County of Denver

Address
 1427 Hancock St.
 Denver CO
 US
 80202

Designer name

Sheet
 5/20/2024

Hard Ceiling Area

Assumed IDF Location

IDF 1st Floor North

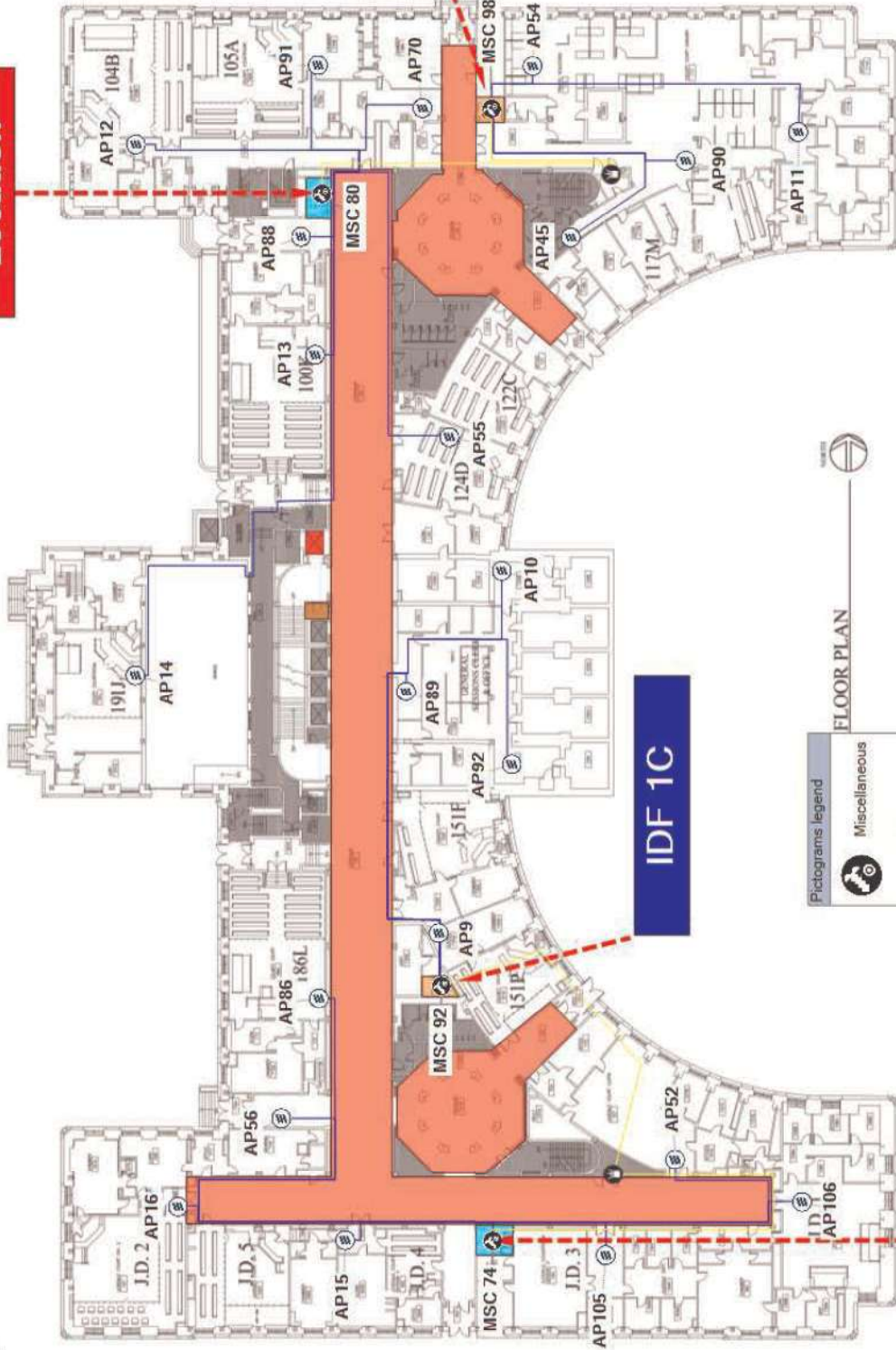
IDF 1C

Assumed IDF Location

100.00 ft



Indoor prediction legend



FLOOR PLAN

Pictograms legend	
	Miscellaneous
	Miscellaneous
	Riser
	Small Cell

Cables legend	
	012E88-33131-29
	181802G512006F
	CAT-6a



Revision history / Author
 Rev. Date
 2. 10/26/2014 Chris Maxwell
 Site Survey Update
 Project name

City and County of Denver

ADDRESS
 1427 Larimer St.
 Denver CO
 US
 80202

Designer name

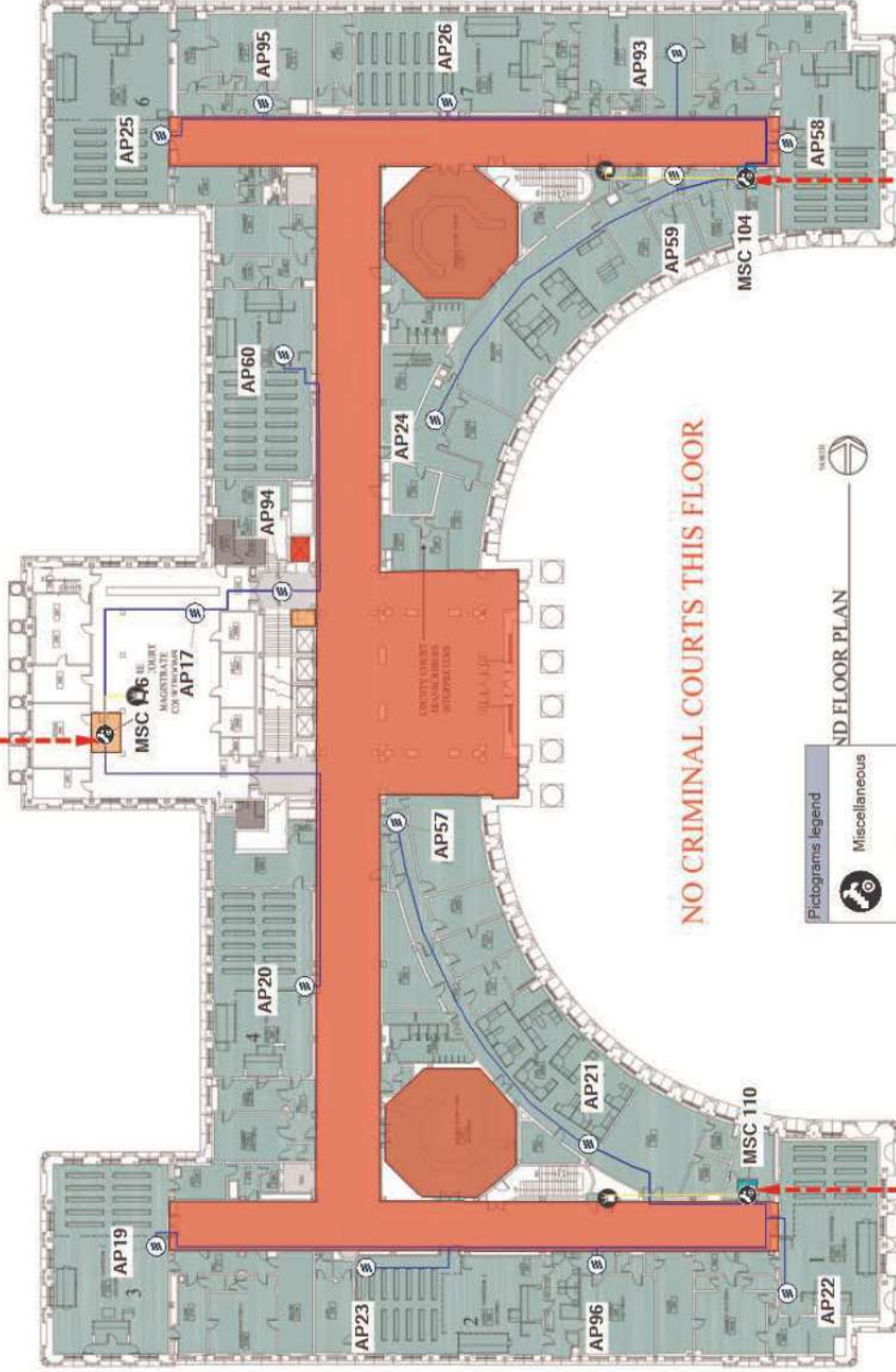
Floor 1

5/20/2014

Page 30 of 43

Hard Ceiling Area

IDF 2nd Floor Center



NO CRIMINAL COURTS THIS FLOOR

Assumed IDF Location

Assumed IDF Location

100.00 ft

Pictograms legend

- Miscellaneous
- Miscellaneous
- Riser
- Small Cell

Cables legend

- 012E88-33131-29
- 1818020312008F
- CAT-6a

IND FLOOR PLAN

North



Indoor prediction legend

Revision history / Author
 Rev: 10/26/2024 / Chris Maxwell
 Size: Survey Update
 Project name:

City and County of Denver

Address: 1427 Belmont St., Denver, CO 80202
 Designer name:

Floor: 2

5/20/2024

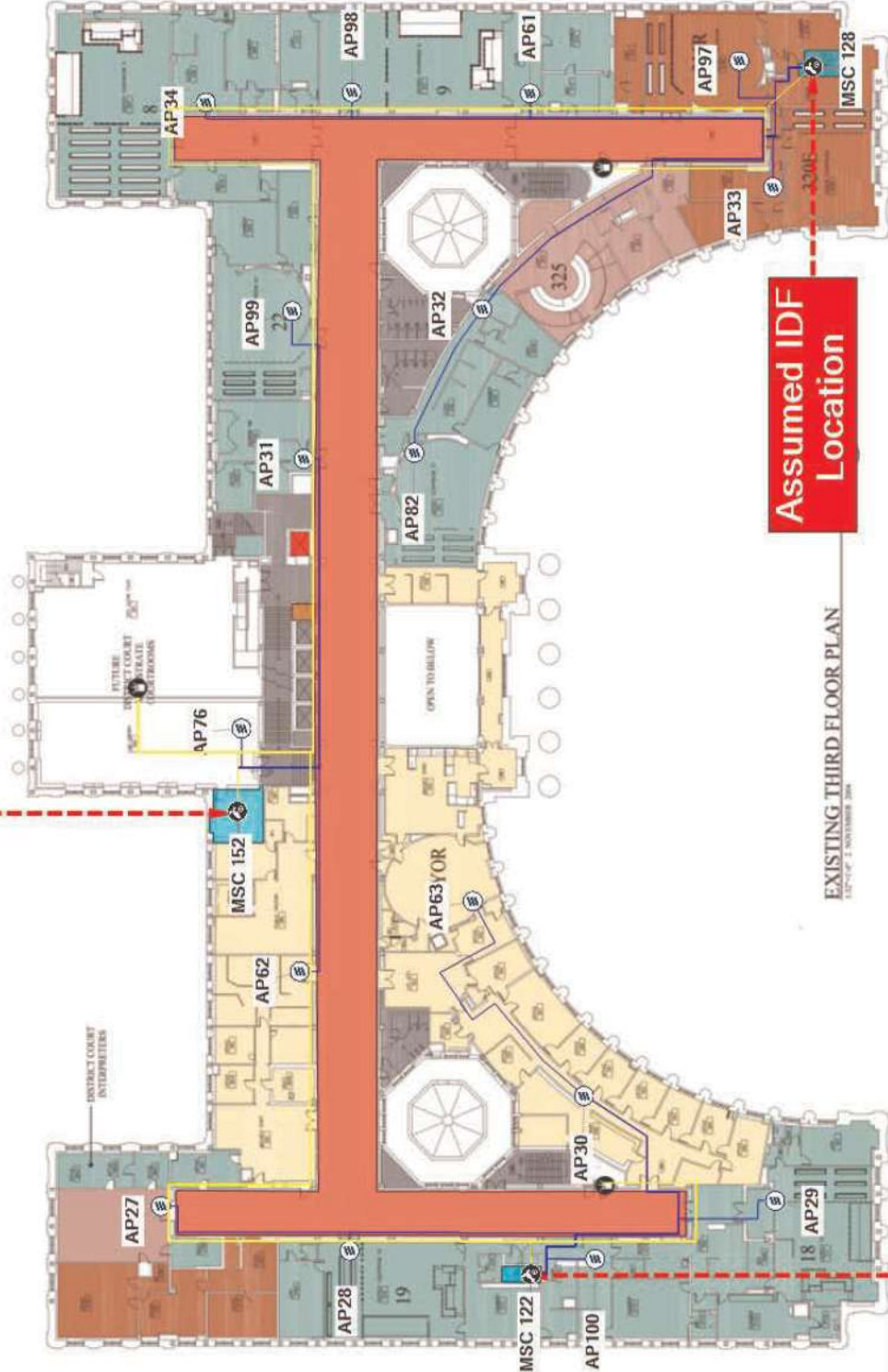
Page 31 of 43

Hard Ceiling Area

Assumed IDF Location

Assumed IDF Location

100.00 ft



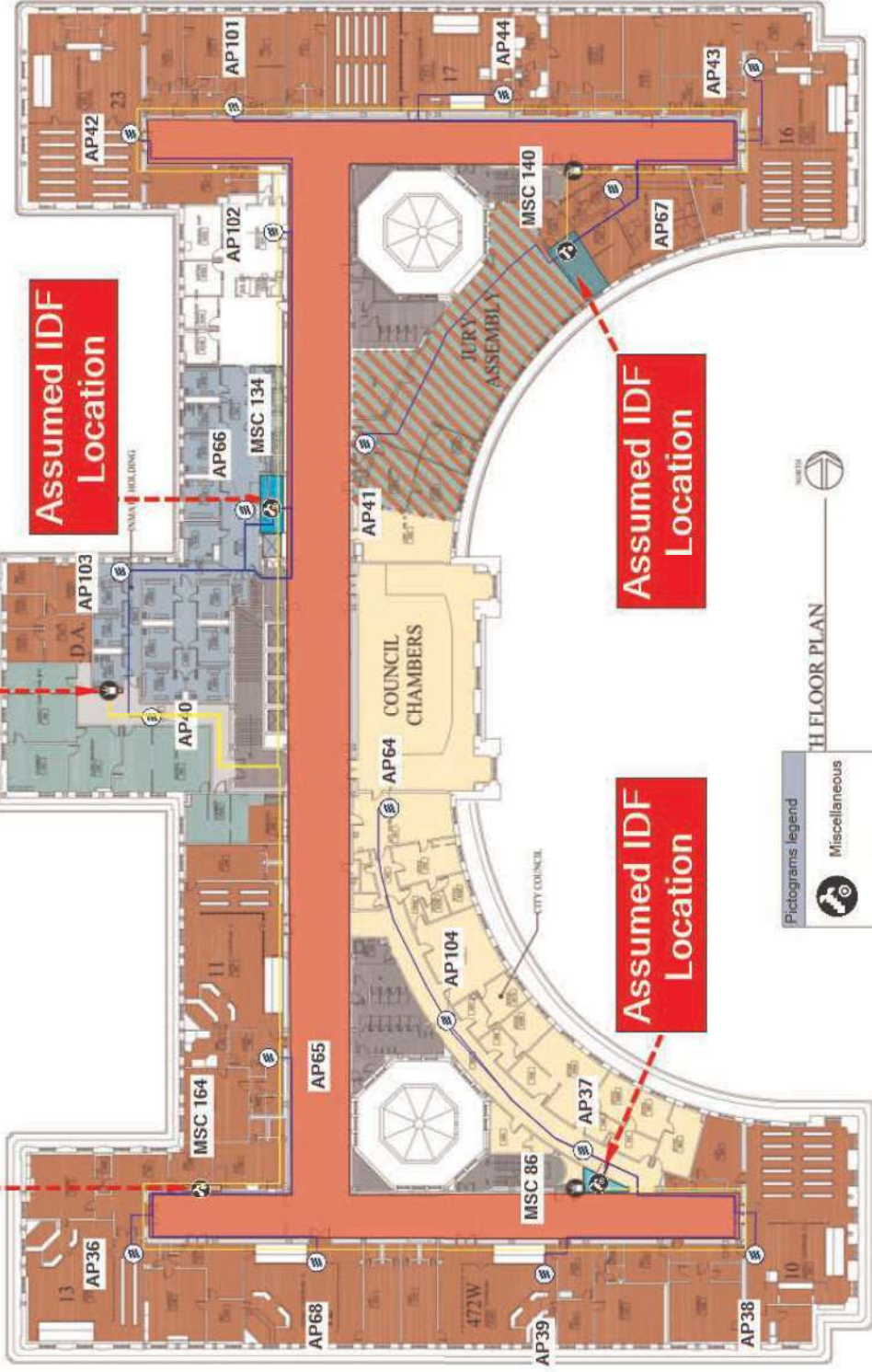
EXISTING THIRD FLOOR PLAN
12/17/17 - 2 NOVEMBER 2018



Hard Ceiling Area

IDF_4th Floor DA

IDF_4th Floor Cabinet



Pictograms legend

- Miscellaneous
- Miscellaneous
- Riser
- Small Cell

Cables legend

- 012E88-33131-29
- 1818020312006F
- CAT-6a

4TH FLOOR PLAN

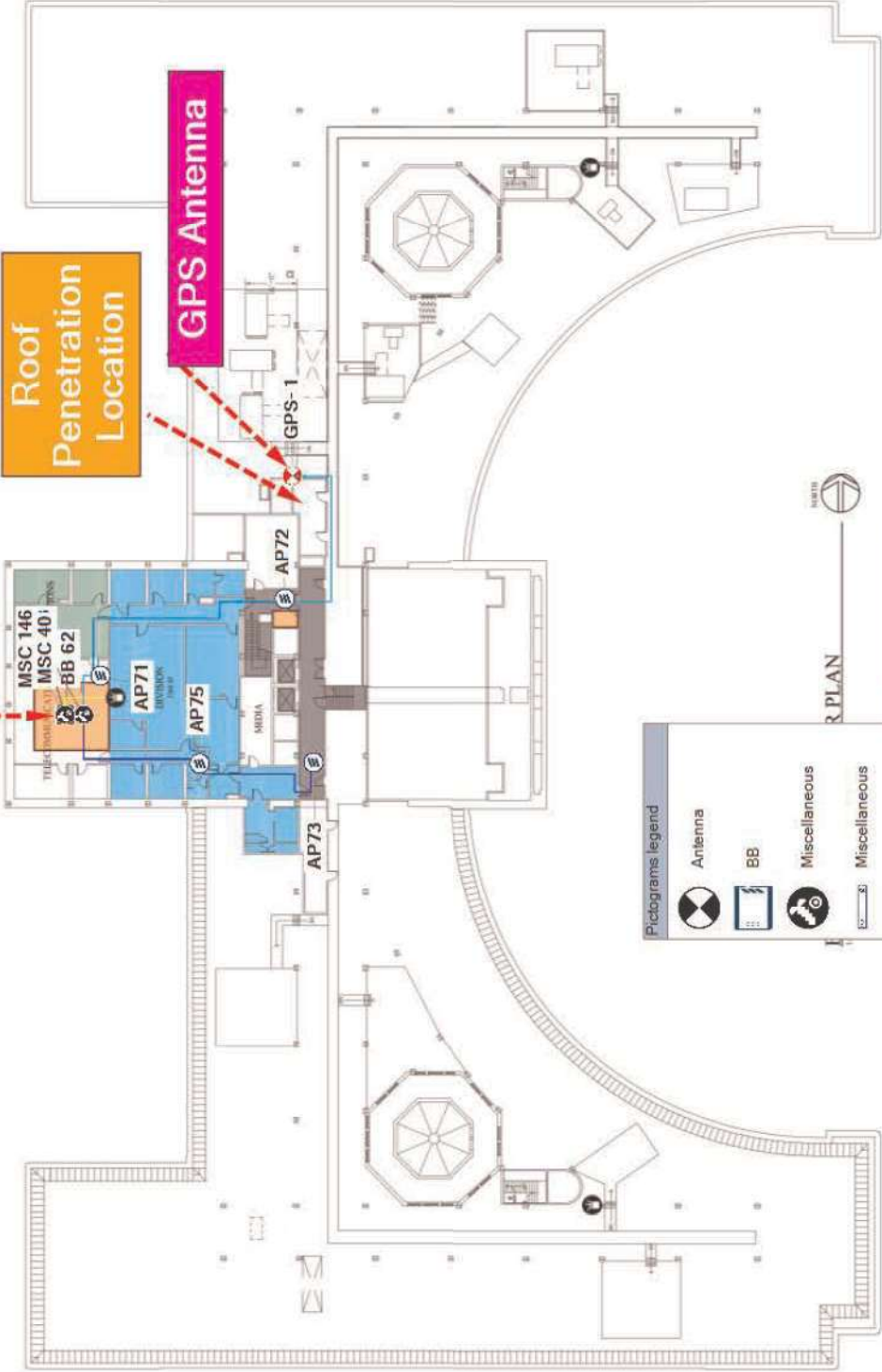


Hard Ceiling Area

Headend Location #2

Roof Penetration Location

GPS Antenna



100.00 ft

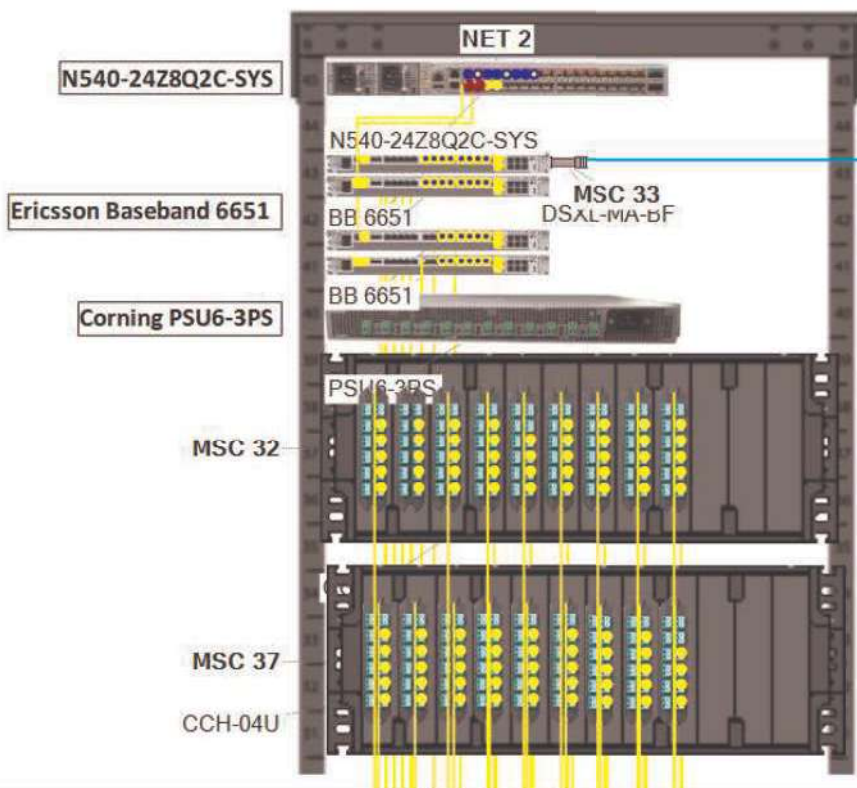


GPS Antenna located at Floor 05

GPS- 1

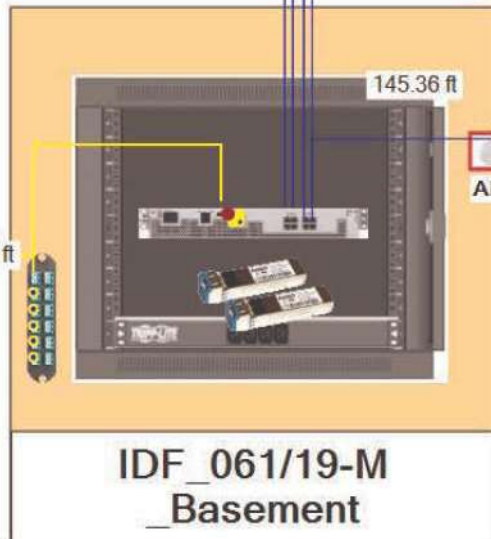
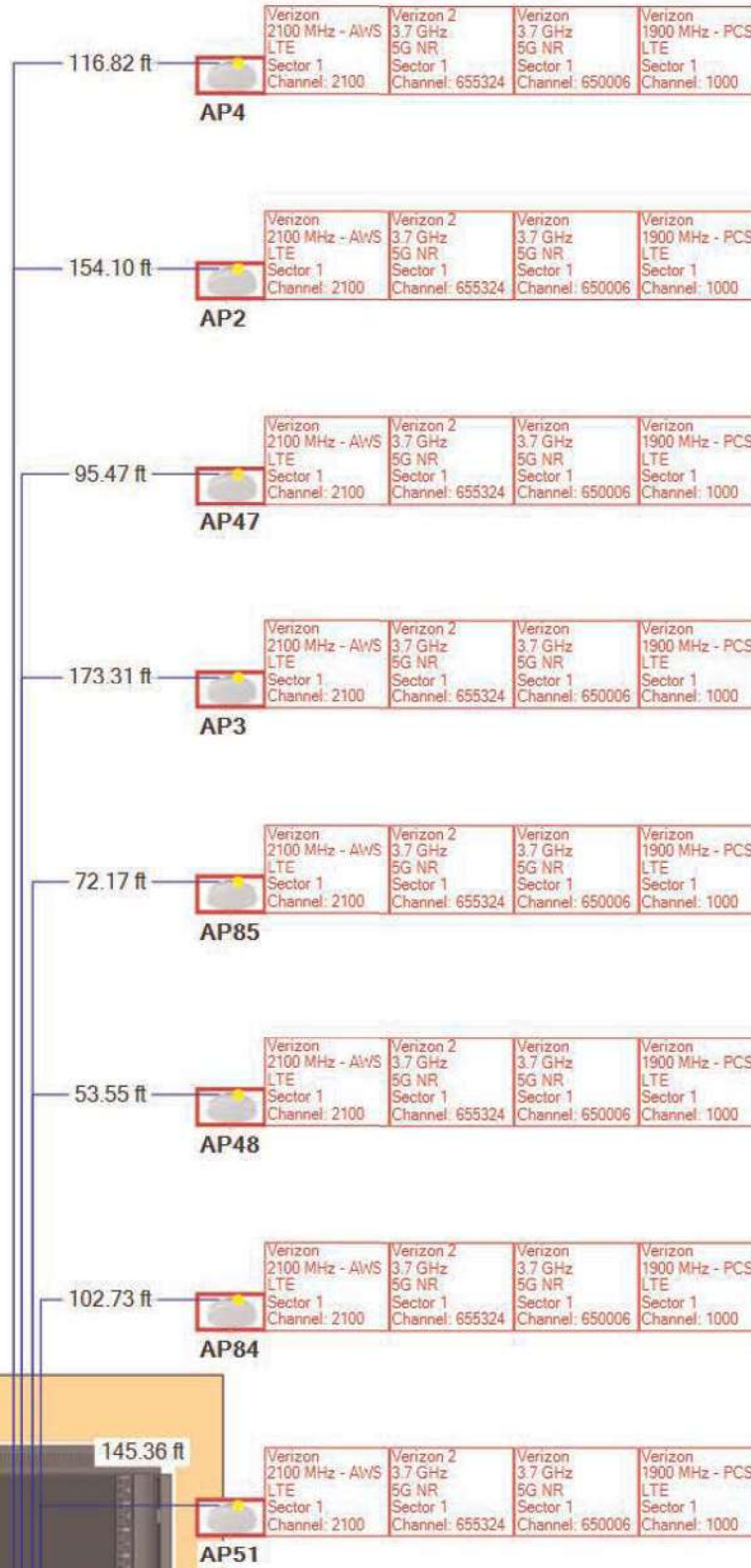


181.03 ft



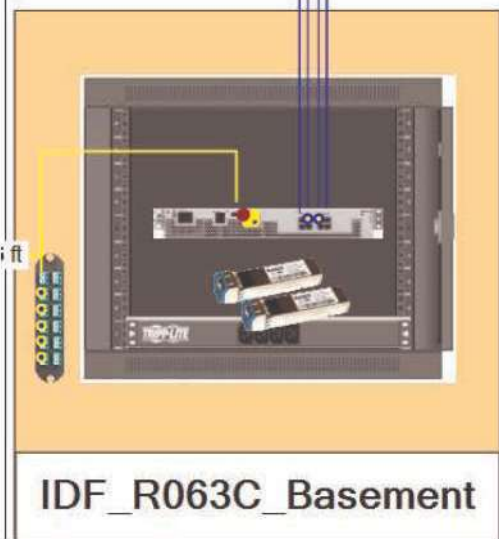
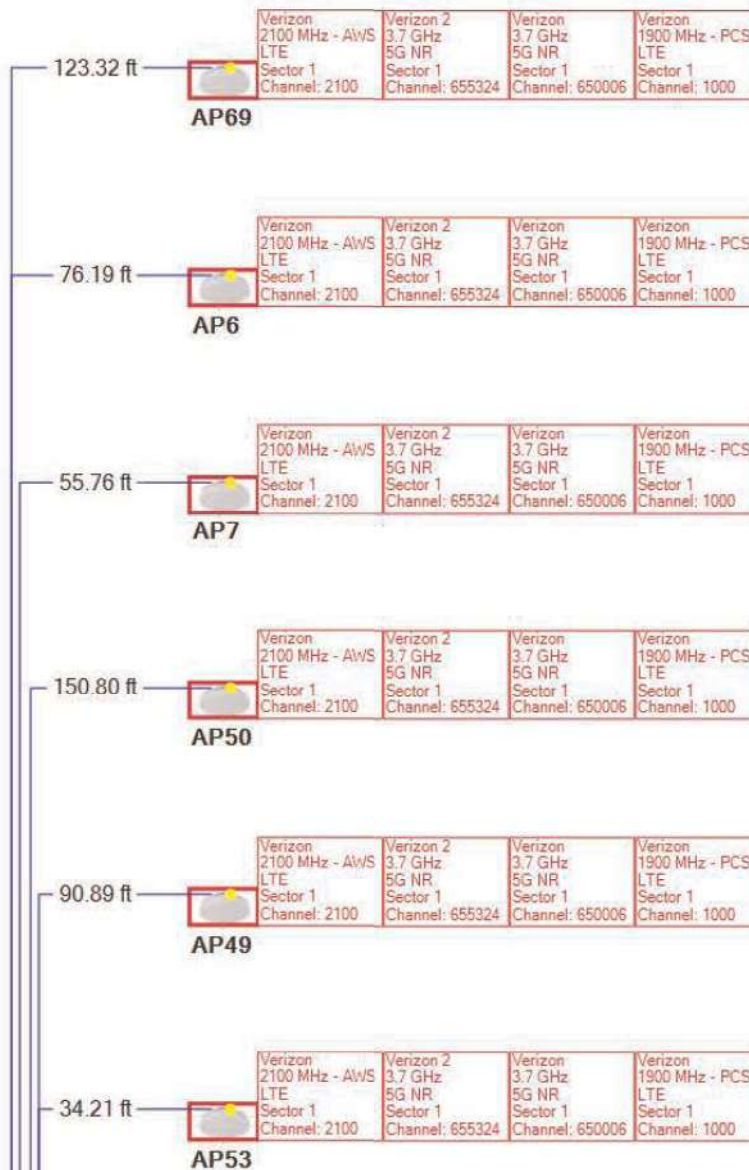
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 1 of 43		

Sector 1 Basement



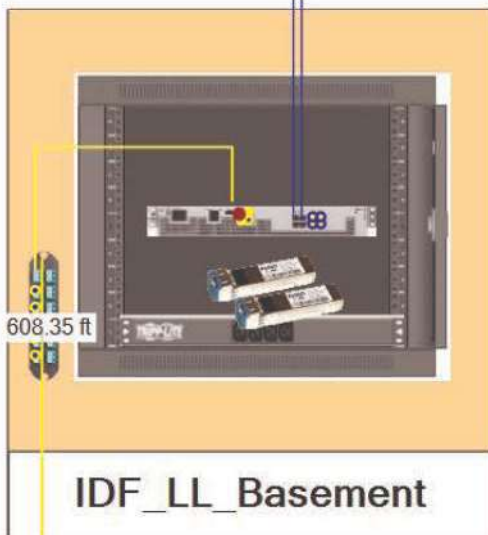
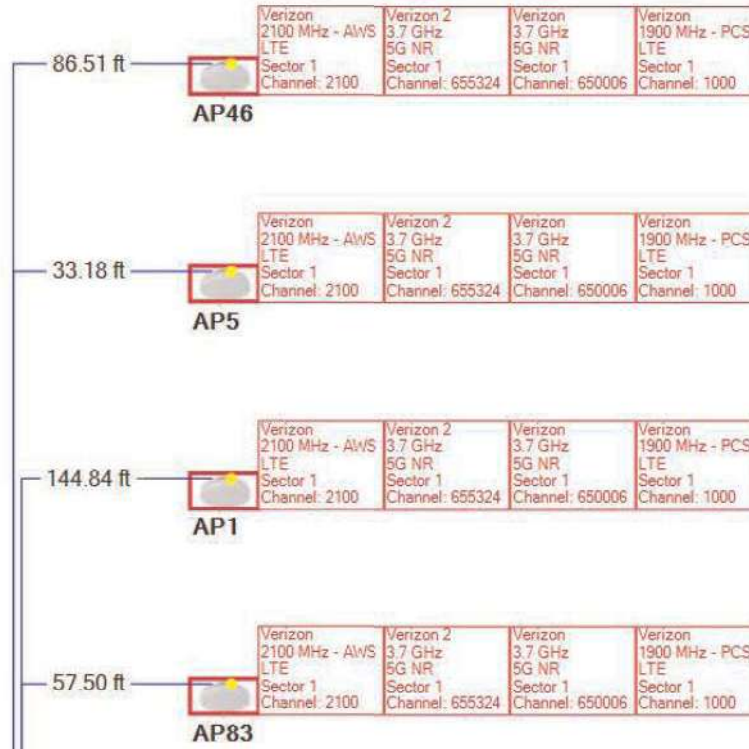
Revision history	
Rev	Date
2	10/6/2024
Site Survey Update	
Project name	
City and County of Denver	
Address	
1437 Barnook St, Denver CO US 80202	
Designer name	
Design plan	
5/23/2024	
Page 2 of 43	

Sector 1 Basement



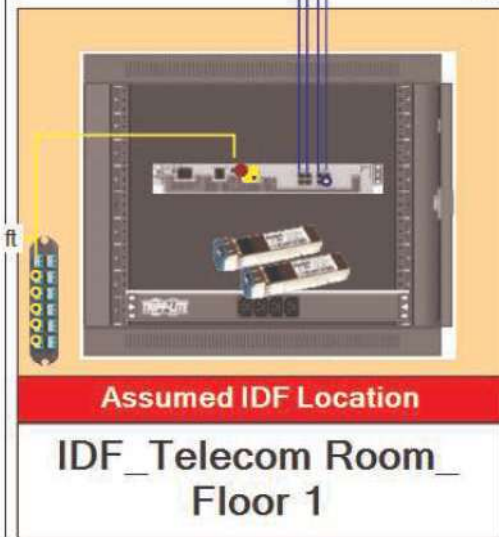
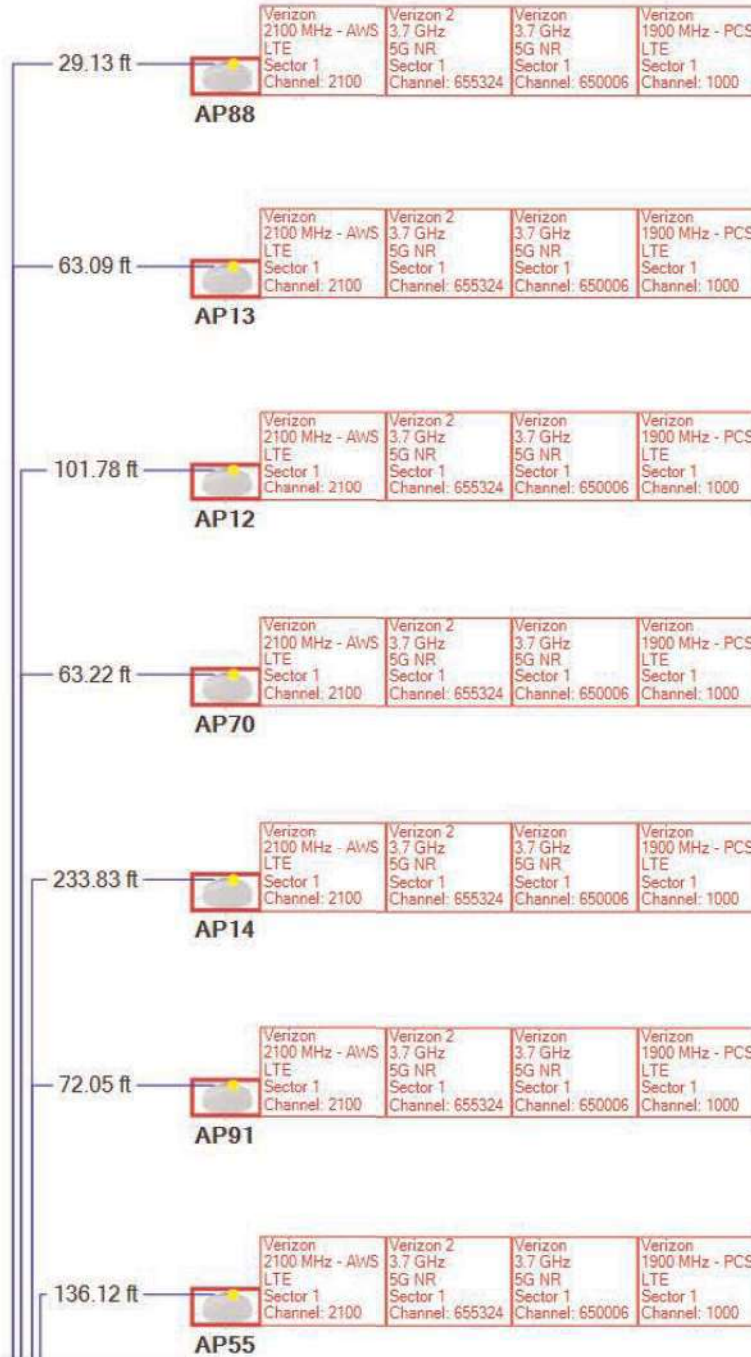
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/29/2024		
Page 3 of 43		

Sector 1 Basement



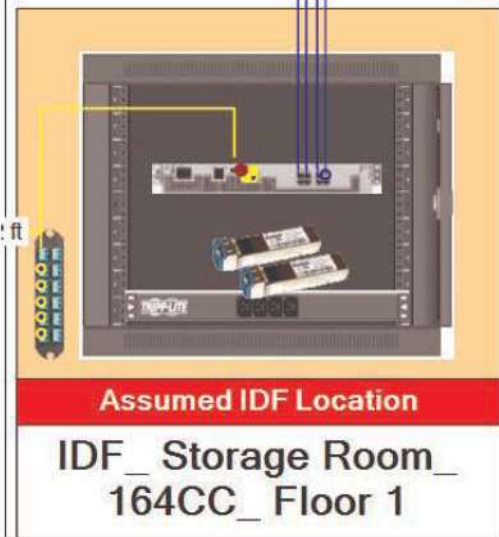
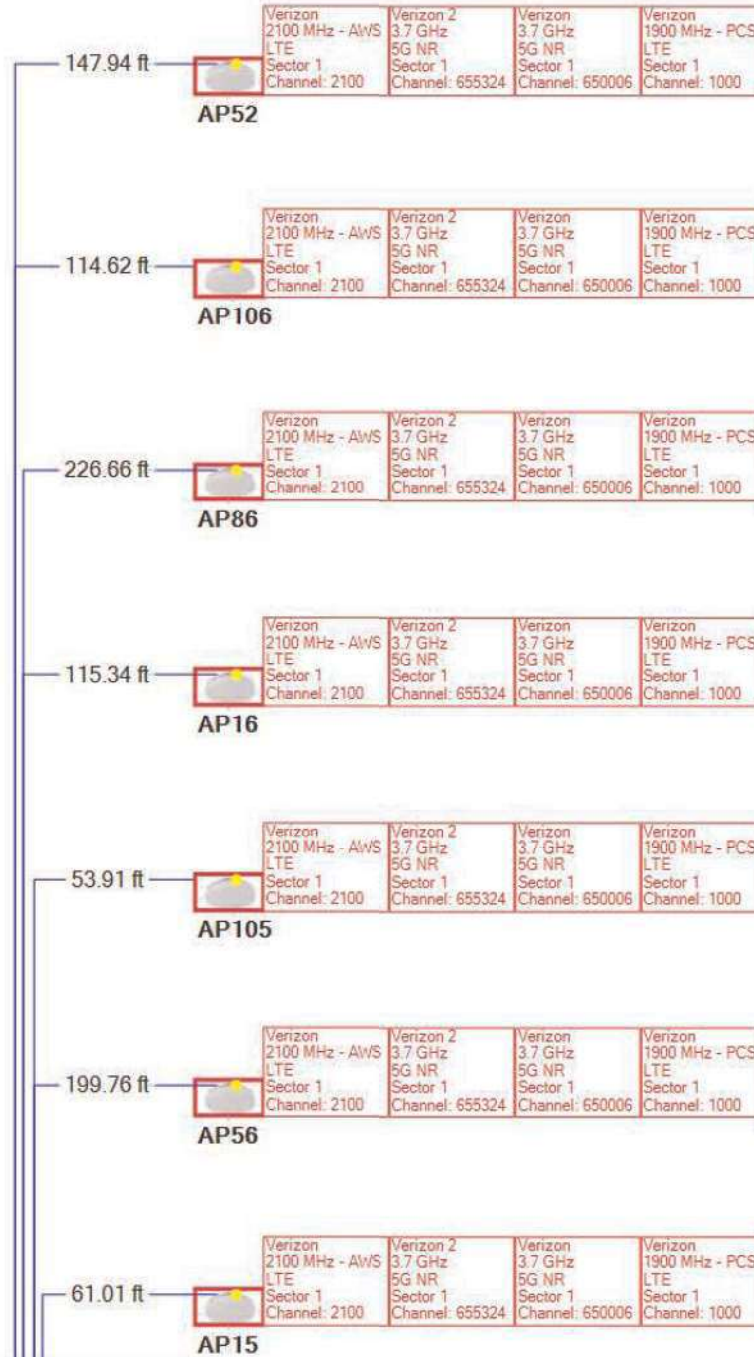
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Benrock St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 4 of 43		

Sector 1 Floor 1



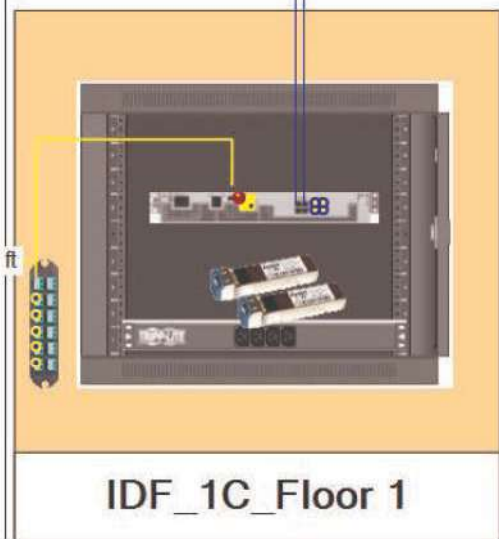
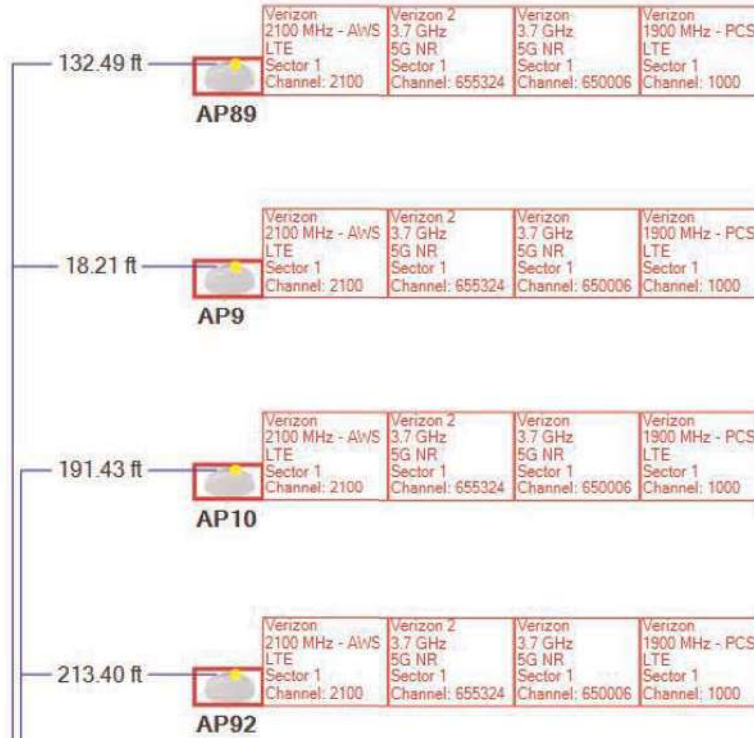
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 5 of 43		

Sector 1 Floor 1



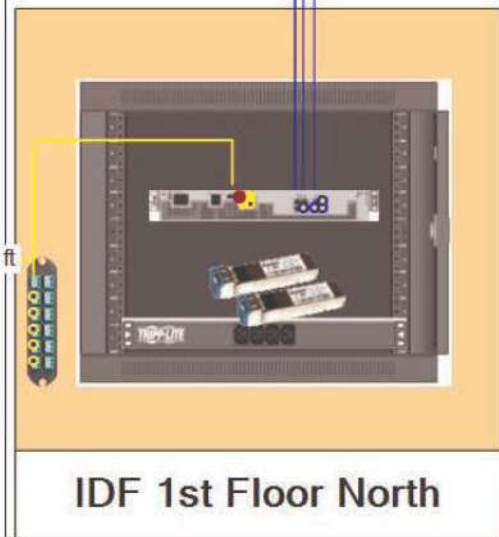
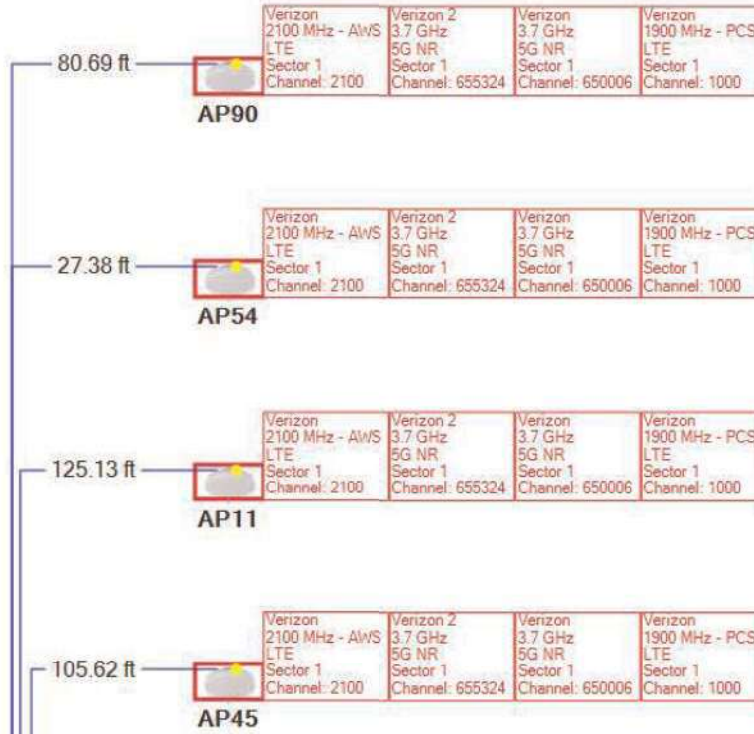
Revision History	
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Site Survey Update	
Project name	
City and County of Denver	
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1437 Barnook St, Denver CO US 80202	
Designer name	
Design plan	
5/23/2024	
Page 6 of 43	

Sector 1 Floor 1



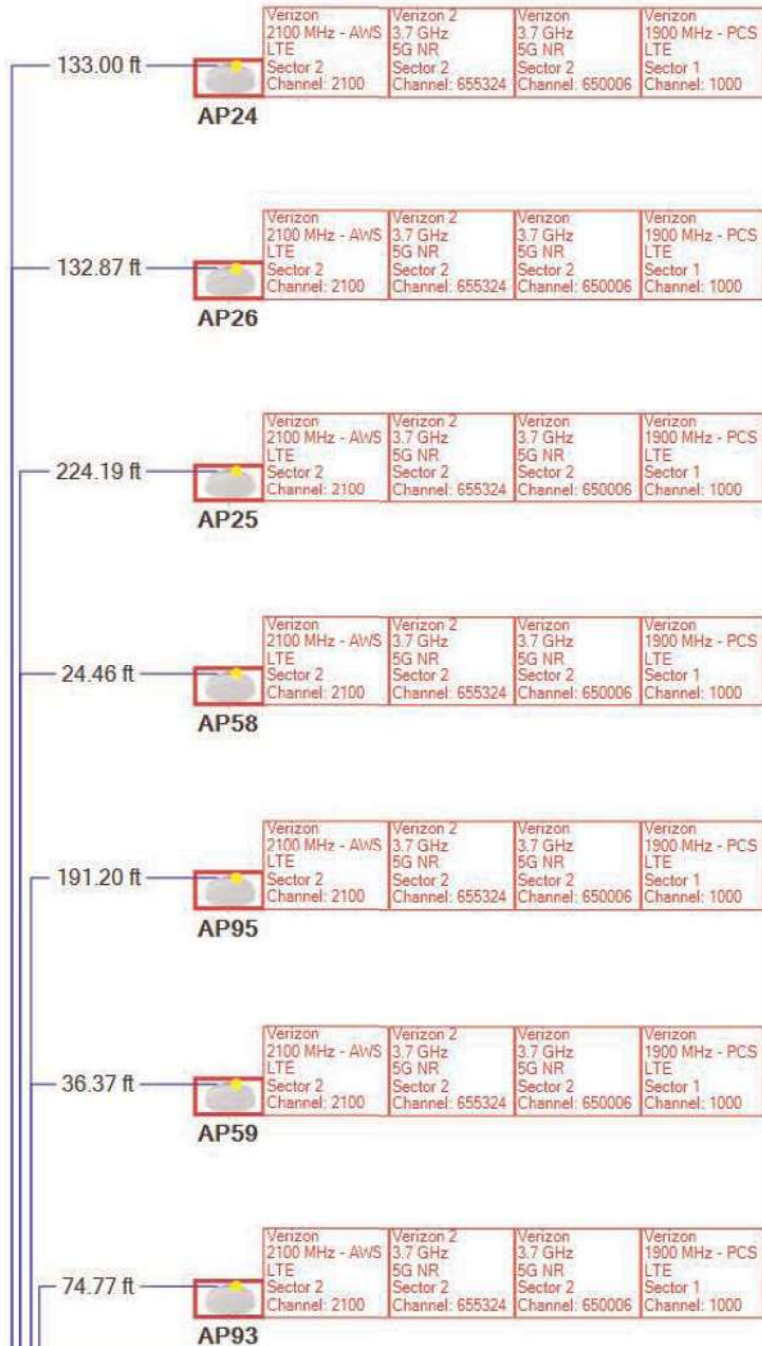
Revision history	
Rev	Date
2	10/6/2024
Site Survey Update	
Project name	
City and County of Denver	
Address	
1437 Barnook St, Denver CO US 80202	
Designer name	
Design plan	
5/23/2024	
Page 7 of 43	

Sector 1 Floor 1



Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 8 of 43		

Sector 2 Floor 2

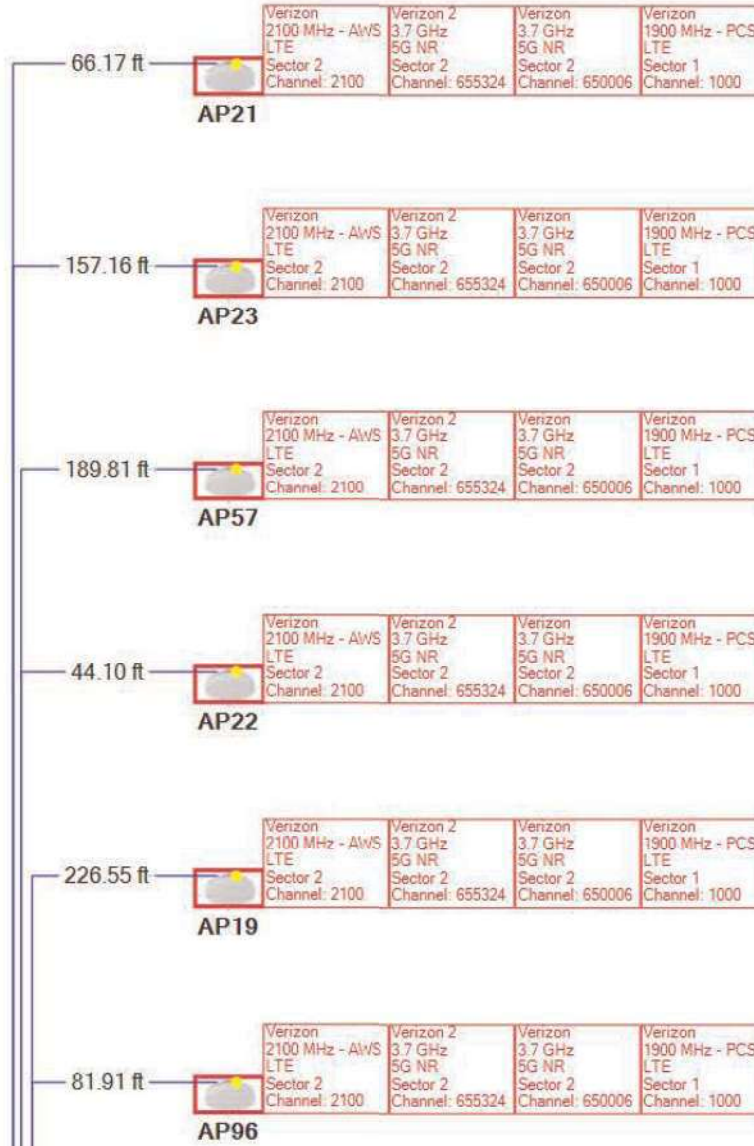


Assumed IDF Location

**IDF_Near by Report
225_Floor 2**

Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 9 of 43		

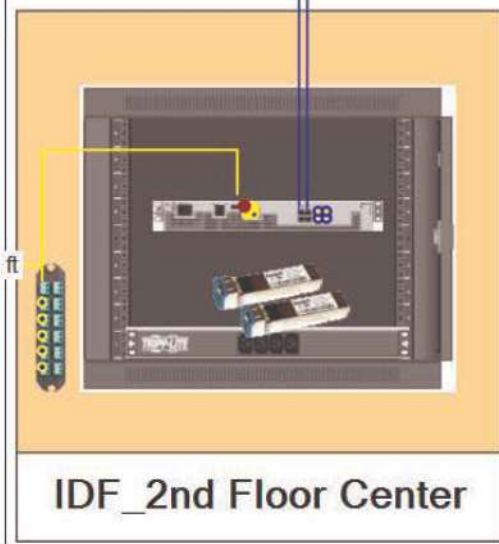
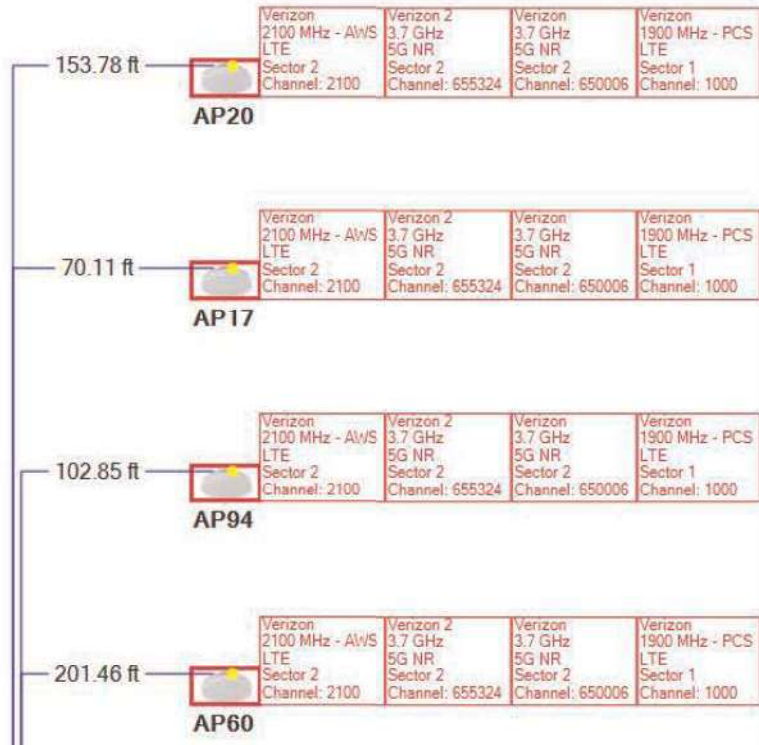
Sector 2 Floor 2



Assumed IDF Location
IDF_Near by JURY
258 C_Floor 2

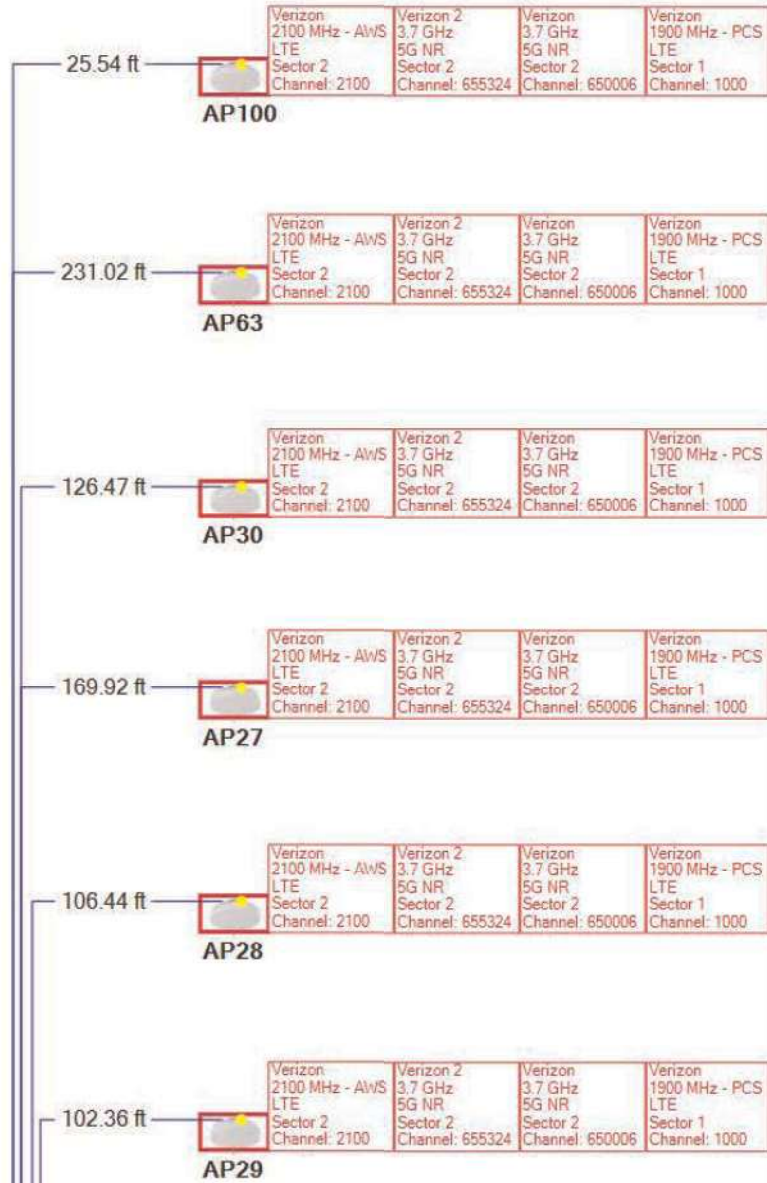
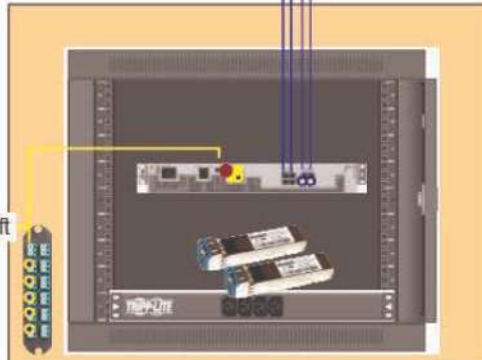
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 10 of 43		

Sector 2 Floor 2



Revision history	
Rev	Date
2	10/6/2024
Site Survey Update	
Project name	
City and County of Denver	
Address	
1437 Benbrook St, Denver CO US 80202	
Designer name	
Design plan	
5/23/2024	
Page 11 of 43	

Sector 2 Floor 3

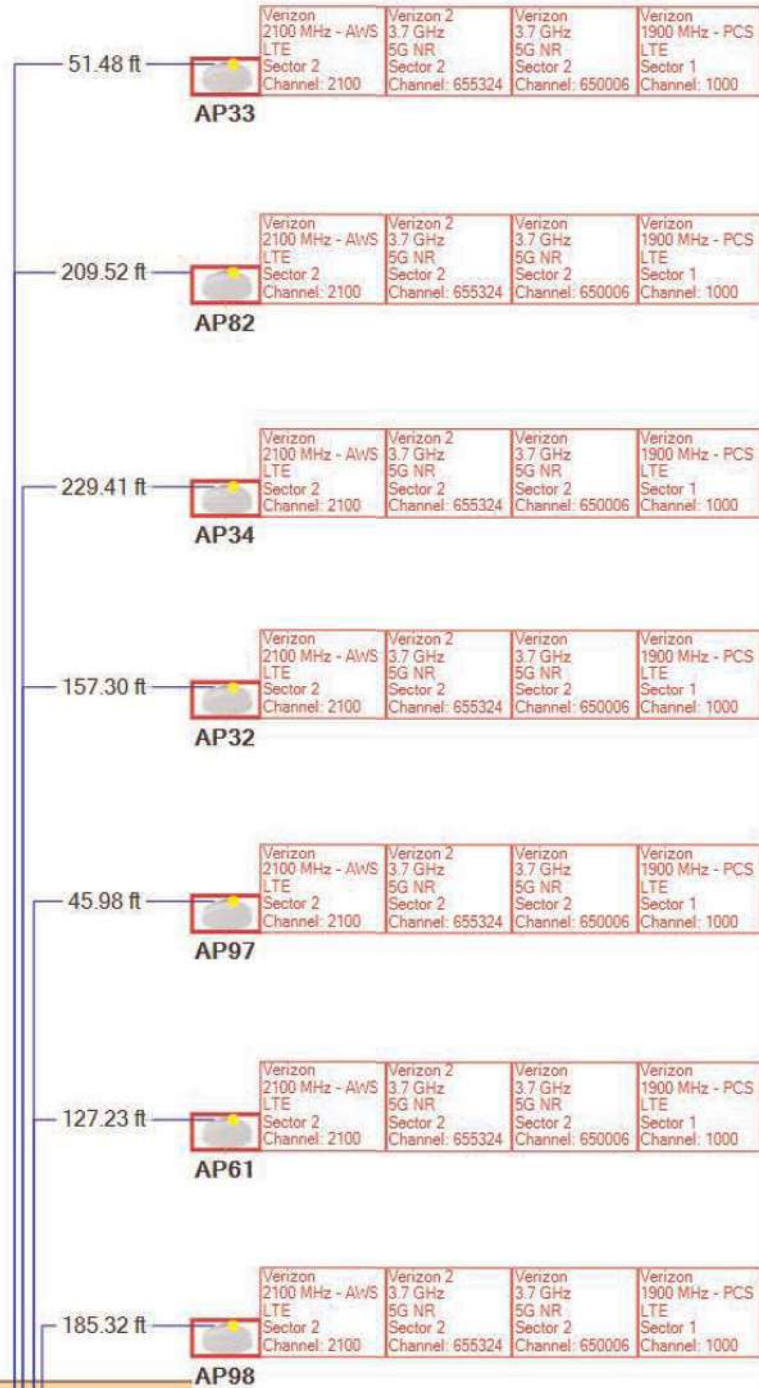
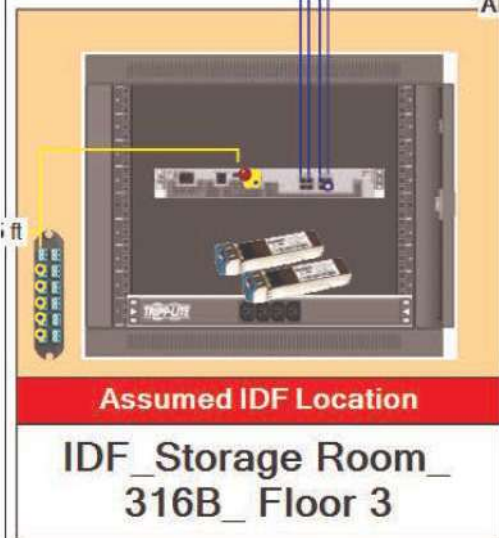



Assumed IDF Location

**IDF_Telecom Room
375_Floor 3**

Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/29/2024		
Page 13 of 43		

Sector 2 Floor 3

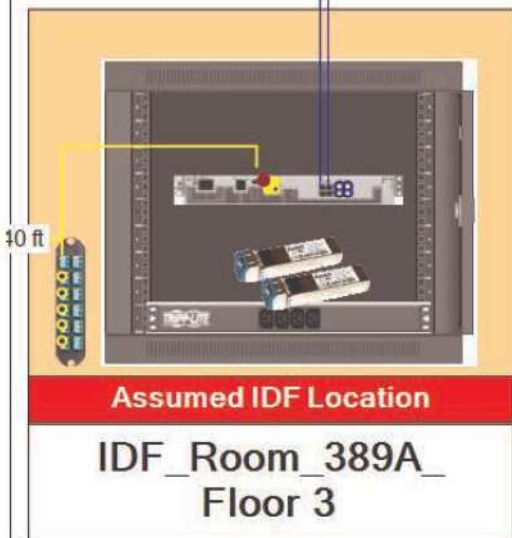
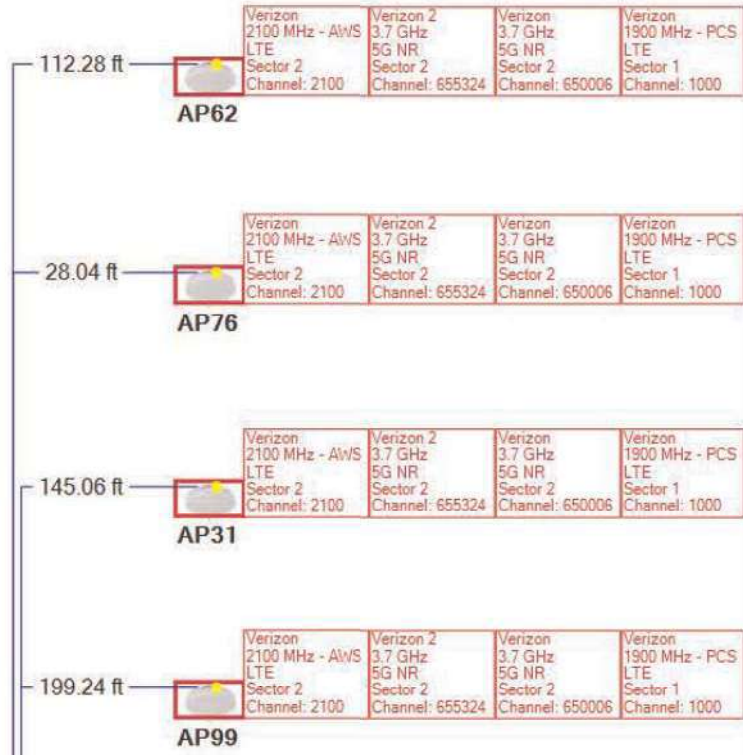



Assumed IDF Location

IDF_Storage Room_316B_Floor 3

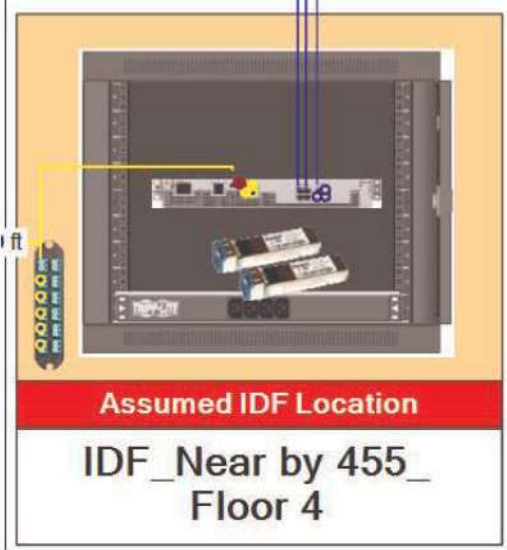
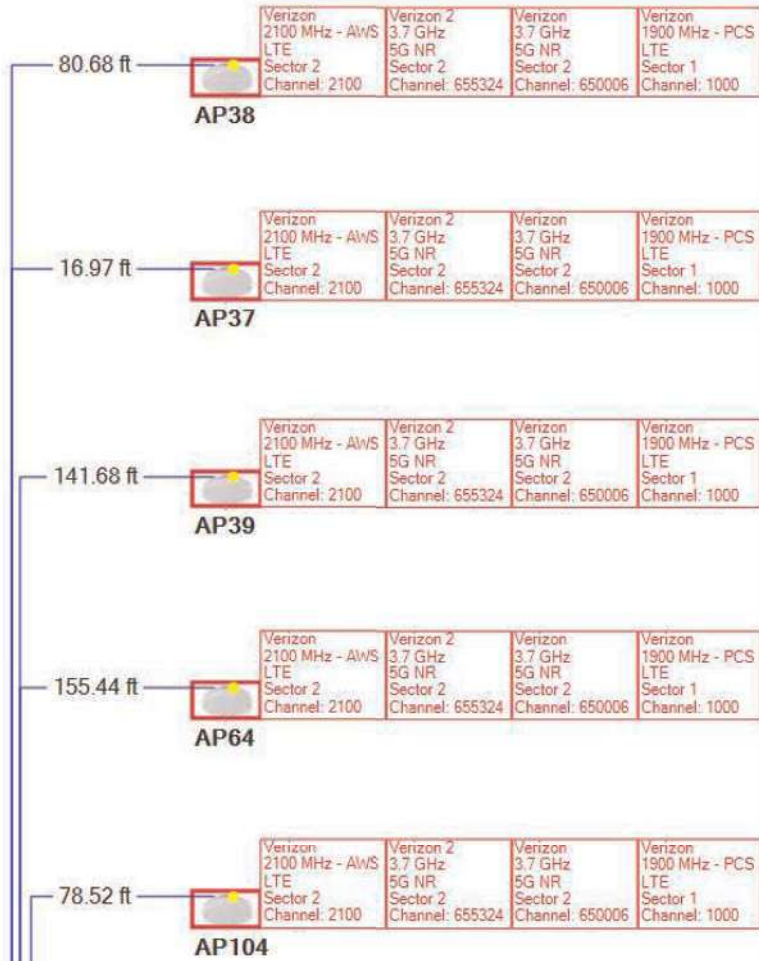
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 14 of 43		

Sector 2 Floor 3



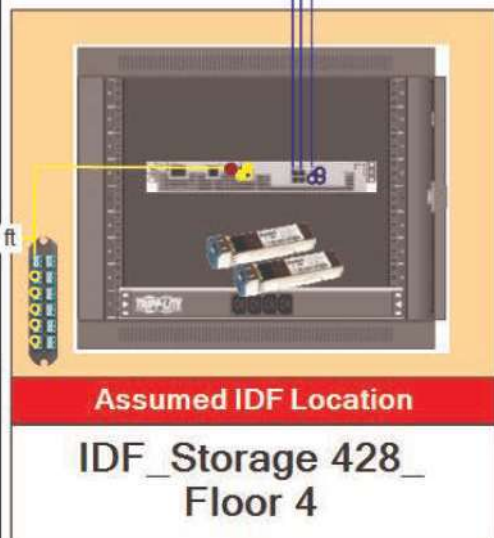
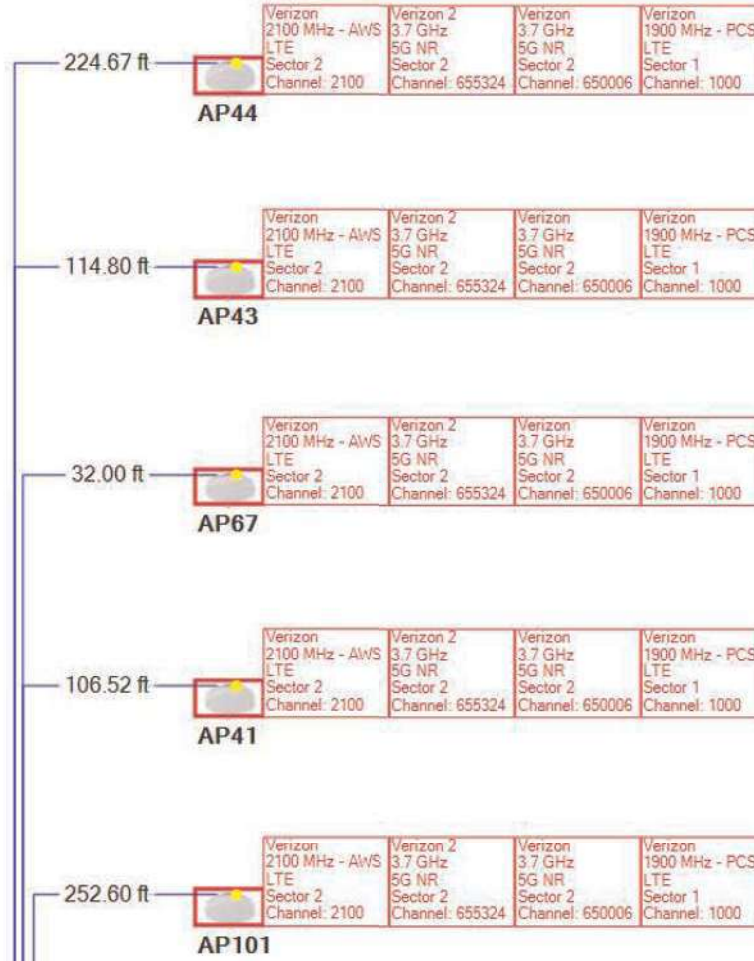
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 15 of 43		

Sector 2 Floor 4



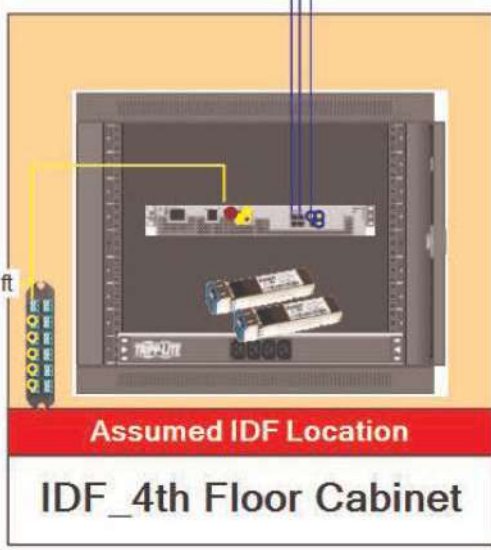
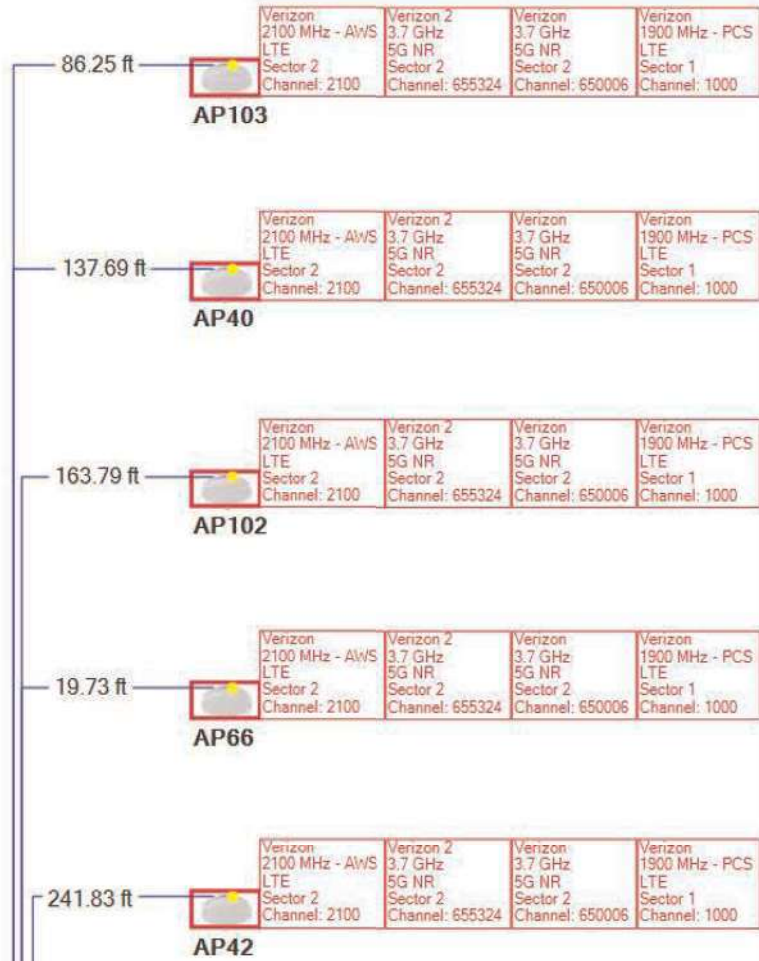
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 17 of 43		

Sector 2 Floor 4



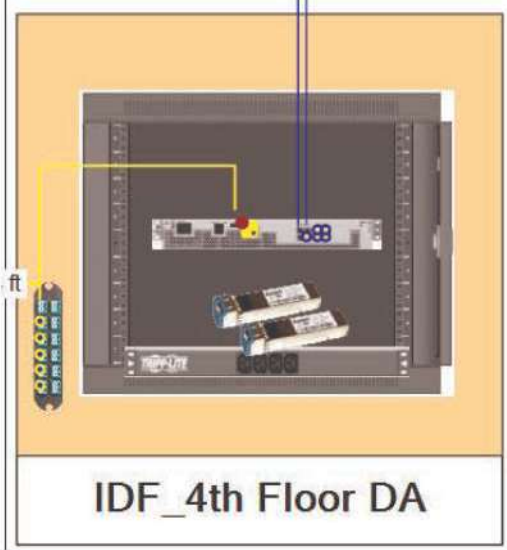
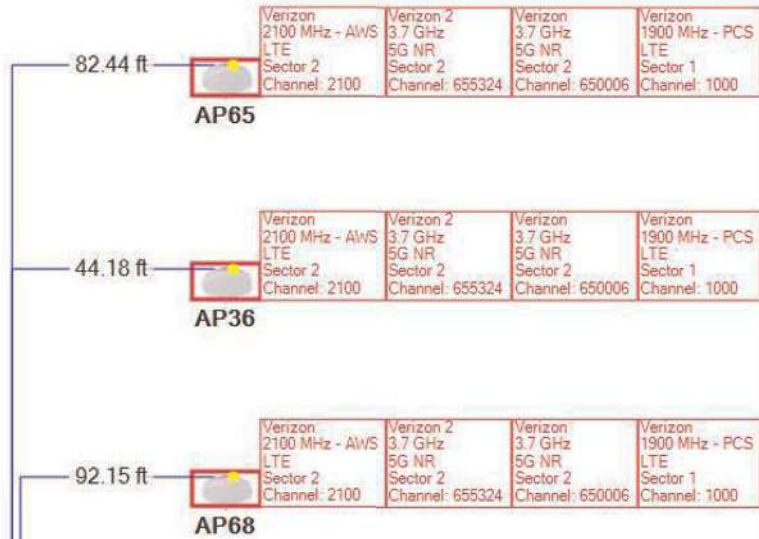
Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 18 of 43		

Sector 2 Floor 4



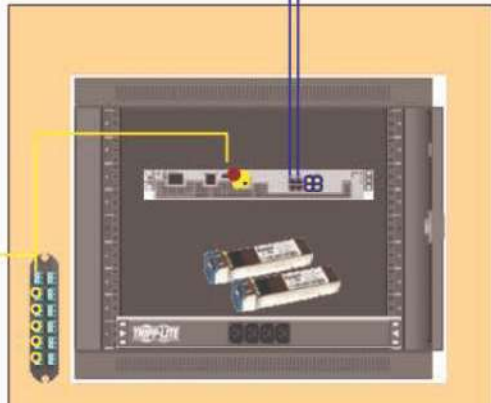
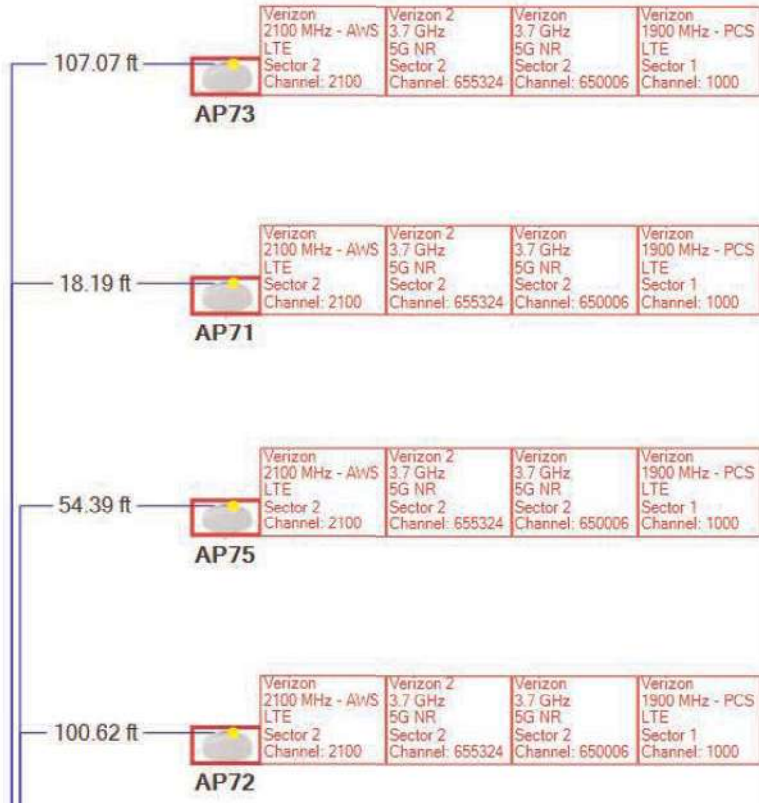
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 19 of 43		

Sector 2 Floor 4



Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 20 of 43		

Sector 2 Floor 5



IDF_Headend Location_ Floor 5

Revision history		
Rev	Date	Author
2	10/6/2024	Chris Mansfield
Site Survey Update		
Project name		
City and County of Denver		
Address		
1437 Barnook St, Denver CO US 80202		
Designer name		
Design plan		
5/23/2024		
Page 21 of 43		

Exhibit B - Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/21/2025

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Cellco Partnership dba Verizon wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570114514316 **REVISION NUMBER:**

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

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADMT INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2691550588145	06/30/2025	06/30/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-691-550588-125 AOS AS2-691-550588-135 NH - Primary TL2-691-550588-185 NH - Excess	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

RE: Contract No.: TECHS-202368877. City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as an Additional Insured with respect to the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies shall apply as Primary Insurance & Non-Contributory to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers listed herein for recovery of damages to the extent these damages are covered by the above-referenced General Liability and Automobile Liability policies and, as further limited by written contract between the parties.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 Department of Technology Services
 201 W. Colfax Ave., Dept. 301
 Denver CO 80202 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : TECHS-202368877

570114514316

Certificate No :



In-Building Augmentation Agreement



MATTER #121024AK

This In-building Augmentation Agreement (“Agreement”) between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless (“Verizon Wireless”), and City and County of Denver (“Customer”), governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Agreement.

1. Definitions:

In-building Equipment: Radio distribution or regeneration equipment, including repeaters, amplifiers, base station equipment, antennas and associated network devices, all provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Except as provided below, references to Equipment throughout the Agreement shall include In-building Equipment.

2. Customer grants Verizon Wireless a License (the “License”) during the Term of the Agreement, as it may be amended, to install, maintain and operate In-building Equipment in the premises owned or leased by Customer (“Premises”). The License may be terminated only as provided in this Agreement. For purposes of this Agreement, “Term” shall be defined as that period of time when the Customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
3. Customer will provide Verizon Wireless access to or use of the Premises, as required by Verizon Wireless, for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Upon reasonable advance notice from Verizon Wireless, Verizon Wireless may require access to the Premises during Customer’s business hours to install, operate, test, upgrade, maintain, add, replace and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless’ network or services. Notwithstanding the foregoing, Customer shall provide or arrange to provide prompt access to the Premises as requested by Verizon Wireless in emergency situations when in Verizon Wireless’ opinion urgent action is required to protect against threats to the security, integrity or safety of, and/or to remedy interference with, Verizon Wireless’ network or services. Customer may accompany Verizon Wireless during any access to the Premises, and any access shall be in accordance with safety and other rules applicable to the Premises. Customer acknowledges that delays in providing access to the Premises for emergency repairs, maintenance and/or interference mitigation may cause service interruptions.
5. Verizon Wireless will deliver, install, test, operate, upgrade and maintain the In-building Equipment, either directly or using such subcontractors as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days’ prior written notice. If Verizon Wireless, in its discretion, opts to remove the In-building Equipment from the Premises being vacated, Customer shall make all arrangements with its landlord or with other tenants, if necessary, to permit Verizon Wireless to remove the Equipment.
6. Customer represents and warrants to the best of its knowledge that it owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity (“Party In Interest”) having an interest therein. If Customer has knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, it will so inform Verizon Wireless so that Verizon Wireless may determine whether such equipment may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment until such time as Customer corrects any condition that would be a breach of the above representations and warranties.
7. In consideration of the License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under the Agreement. Unless otherwise agreed to in writing by Verizon Wireless, In-building Equipment remains Verizon Wireless’ property and shall be operated and maintained solely by Verizon Wireless. Absent specific written agreement from Verizon Wireless, In-building equipment shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future party with an interest in the real property.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides service. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless’ network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that

interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove its In-building Equipment.

9. Upon written notice from Customer to Verizon Wireless requesting that In-building Equipment be installed at other Customer locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of the Agreement, including the consideration set forth in the Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or re-execute this Agreement.

10. Premises:

Physical Location for the In-building Equipment on Customer's Premises	
Address	1437 Bannock St
Floor/Room #, Rooftop (if applicable)	
City, State, Zip Code	Denver, CO 80202