



IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

Customer	AT&T
City and County of Denver, Technology Services Street Address: 210 West Colfax Ave. City: Denver State/Province: CO Zip Code: 80202 Country: USA	AT&T Mobility National Accounts LLC
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Myron Kissinger Title: IT Administrator Street Address: 1930 35 th St. City: Denver State/Province: CO Zip Code: 80216 Country: USA Telephone: 720-865-0050 Fax: 720-865-0051 Email: Myron.kissinger@denvergov.org	Street Address: P.O. Box 97061 City: Redmond State/Province: WA Zip Code: 98073 Country: USA Attn: Offer, Development & Negotiation With a copy to: AT&T Legal Facsimile Number: 908-532-1263 (If via overnight delivery) 16331 NE 72nd Way, RTC 1 Redmond, WA 98052 Attn: Offer, Development & Negotiation

Effective Date: _____
(To be completed by AT&T only)

This In-Building Service Enhancement Agreement (“ISE Agreement”) is between the customer named above (“Customer” or “City”) and the AT&T entity named above (“AT&T” of “Contractor”). AT&T and Customer are, at times, referred to herein individually as a “Party” and together as the “Parties”.

AT&T and Customer are parties to the Wireless Service Agreement pursuant to which AT&T provides Customer with Service. As a supplement to that Service, Customer wants AT&T to provide enhanced RF coverage from the Network to certain Premises. AT&T is willing to provide a System to help enable such enhanced RF coverage pursuant to the terms and conditions of this ISE Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. Definitions.

1.1 “**Affiliate**” of AT&T means any entity that controls, is controlled by, or is under common control with AT&T.

1.2 “**Base Station**” means an AT&T-owned base transceiver station that generates RF, and any related equipment.

1.3 “**COAM**” means Customer owned and maintained and AT&T approved.

1.4 “**Distributed Antenna System**” or “**DAS**” means AT&T-owned or COAM antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, the corresponding electronics, and the cabling and distribution systems required to connect the antennas to the electronics, but excluding any Customer-owned cabling and distribution systems in Customer’s facilities on the Premises.

1.5 “**FCC**” means the Federal Communications Commission.

1.6 “**Frequency**” or “**Frequencies**” means the frequencies for which an AT&T affiliate holds a license from the FCC for use in providing wireless telecommunication services and features.

1.7 “**Hazardous Materials**” means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.

1.8 “**Interference**” means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for AT&T’s licensed affiliates or other carriers.

1.9 “**Modifications**” means any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.

1.10 “**Network**” means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

1.11 “**Premises**” means the individual, physical locations identified in Exhibit A, including its sub-exhibits, all of which are attached hereto and incorporated herein by reference (collectively, “Exhibit A”).

1.12 “**Repeater**” means an AT&T-owned or COAM bi-directional amplifier, and any related equipment.

1.13 “**RF**” means radio frequency.

1.14 “**Section**” and “**§**” mean sections of this ISE Agreement, unless otherwise noted.

1.15 “**Service**” means commercial mobile radio service, including without limitation wireless voice telecommunications services and wireless data telecommunications services, all as more fully described in the Wireless Service Agreement.

1.16 “**System**” means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Repeater(s) (as applicable), the DAS, any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage from the Network.

1.17 “**Wireless Service Agreement**” means participation under the State of Colorado Participation Addendum under the Western States Contracting Alliance Agreement #1907 between AT&T Mobility National Accounts LLC and the State of Colorado dated November 7, 2012

2. Systems and Premises.

2.1 Identification. The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in Exhibit A. Customer understands and agrees that each System impacts Network capacity and performance, and that, due to the nature of RF, each System may not provide coverage for the entire corresponding Premises. These Premises will be identified in sub-Exhibits to Exhibit A as "Premises 1", "Premises 2" and so on. Similarly, the corresponding Systems, along with any installation fees, equipment removal fees, and other System-specific issues will be described in these sub-Exhibits. The Parties further acknowledge and agree that they may add additional Systems to existing Premises, or add new Premises in the future, by mutually agreed upon amendment. Unless otherwise set forth in Exhibit A, all terms and conditions of this ISE Agreement apply to each and all such Systems and Premises. In that regard, to the extent of any material conflict, the terms and conditions of Exhibit A take precedence over the terms and conditions of the remainder of this ISE Agreement.

2.2 Installation. AT&T will install each System on the corresponding Premises in accordance with the corresponding System designs. Related installation fees for the System(s), if any, are set forth in Exhibit A.

2.3 Maintenance. If a System does not include a COAM DAS or COAM Repeater, then AT&T will maintain that System at AT&T's expense. If the System does include a COAM DAS or COAM Repeater, then Customer will maintain any such COAM DAS and/or COAM Repeater at Customer's expense and AT&T will maintain the remaining AT&T-owned System components, as applicable, at AT&T's expense. Notwithstanding the foregoing, AT&T will not maintain nor will it pay for any cabling and distribution systems related to a System damaged by Customer.

2.4 Modification. Customer understands and agrees that with reasonable prior notification to Customer (a) AT&T may, in its sole discretion, make Modifications; and (b) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, Customer will use reasonable good faith efforts to not change the Premises or Customer's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. If (i) a planned Modification involves an expansion of the System or otherwise requires additional space and/or power and Customer objects to the Modification due to space limitations; or (ii) Customer changes the Premises or use of the Premises that interferes with the Frequencies, any System or the Network; and (iii) no reasonable solution can be found, then AT&T may, at its option (A) disable or shut down the impacted System at any time, and/or (B) remove the System in accordance with §6.3. Any Customer-proposed Modifications to a System are subject to AT&T's prior written approval, and, if approved, will be implemented by AT&T at Customer's sole expense. Nothing in this Section will affect AT&T's rights under §2.8.

2.5 Ownership. FCC regulations require AT&T to maintain sole control over any transmitting device that operates within AT&T's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Customer does not have, and will not acquire through this ISE Agreement or the Wireless Service Agreement, any proprietary or ownership rights or interest in any System, the Network, AT&T's cell sites and related components, the Frequencies, or the public revenues associated with the Service or a System, (b) each System, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, maintain and remove any System in its sole discretion at AT&T's expense. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of a System installation

2.5.1 Monitoring. Due to AT&T's ownership rights and FCC requirements, AT&T has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that Customer and/or a System does not cause Interference to other AT&T customers or their users, the Network, transmission facilities or other equipment. Access during certain hours may require Customer notification. AT&T will determine the cause of such Interference and may, at its option, disable or shut down such System until AT&T is able to determine and eliminate the cause of the Interference. In the event AT&T intends to exercise its option to disable or shut down a System, then AT&T will provide Customer reasonable notice of the related processes.

2.5.2 Non-Exclusive Use of Base Station(s). Customer understands, acknowledges and agrees that, if a System includes one or more Base Stations, Customer's right to use the Base Station(s) is non-exclusive. AT&T may use any and all such Base Stations in connection with one or more separate customer's(s') Systems.

2.6 Connectivity. Customer understands and agrees that if a System includes a Base Station, then the Base Station requires connectivity to the Network via telephone company transport facilities, and AT&T will provide such connectivity at AT&T's expense.

2.7 AT&T Access. When accessing the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System, AT&T will be subject to Customer's reasonable security procedures and protocol, and at no cost to AT&T.

2.8 Use of Third Parties. Customer understands that AT&T may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System under this ISE Agreement using AT&T's Affiliates and/or third party subcontractors, and, accordingly, all references to "AT&T" in this ISE Agreement shall include any such Affiliates and subcontractors.

3. Customer Responsibilities. Customer represents, warrants, and agrees that:

(a) The Base Station must have access to the MPOE for back haul connections to the AT&T Network. Customer to also provide a pathway or conduit for the back haul connection from the street to the MPOE. Customer to provide any core drilling or building penetrations. Customer will provide an existing or a new roof penetration and cable access through conduit for the GPS antenna which will be located on the roof of the building.

(b) Except as otherwise set forth in §2.6, and after consultation and with the consent of Customer, Customer will provide to AT&T, at no cost to AT&T, any conduit, holes, including without limitation any roof penetrations, wire-ways, wiring, plans, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate the corresponding System, Furthermore, if necessary, Customer will ensure the telecom circuit is extended from the demarcation point to the location of the Base Station;

(c) Customer will provide to AT&T, at no cost to AT&T, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Modifications to (subject to §2.4), and/or operate the corresponding System;

(d) Customer will ensure that the Premises at which AT&T installs and maintains a System is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;

(e) Customer will identify and make available to AT&T an authorized Customer representative to notify for gaining access to all Systems, and will provide AT&T with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:

(1) Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T); and

(2) Twenty-four (24) hours per day, seven (7) days per week for repairs and certain Modifications (as reasonably determined by AT&T).

(f) Customer will ensure that all installation, modification, handling, maintenance, repair, removal of, and/or Modification to a System are performed solely by AT&T;

(g) Customer will not allow any other wireless carrier to use the System or any component thereof;

(h) Customer will be solely responsible for all costs to repair a System from damage caused by acts or omissions of Customer, its agents, employees, contractors, or invitees;

(i) Customer will be solely responsible for all costs associated with moving a System within the corresponding Premises, or to a new location, if such move is done at Customer's request, subject to AT&T's written approval which will not be unreasonably withheld;

(j) Customer will not install or operate a Repeater on any Premises to broadcast the Frequencies without AT&T's consent; and

(k) Customer will notify AT&T of its intent to vacate any Premises at least sixty (60) days prior to such vacancy.

4. Term. This ISE Agreement begins on the Effective Date and continues for three <3> consecutive years (the "Initial Term"). After the Initial Term, this ISE Agreement will automatically renew for additional, successive one (1) year periods (each, a "Renewal Term") unless either Party gives the other Party notice of its intent not to renew at least ninety (90) days prior to the end of the then current term.

5. Default. If either Party fails to perform or observe any material term or condition of this ISE Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the ISE Agreement. No such failure, however, will be deemed to exist if a Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. In addition, a Party will be in default of the ISE Agreement if (i) such Party makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed for that Party due to its insolvency, (iii) that Party initiates a voluntary bankruptcy proceeding, (iv) that Party's creditors initiate a bankruptcy proceeding against that Party and such proceeding is continuing and not dismissed or discharged for sixty (60) days. Customer will also be in default of this ISE Agreement if it is in default of the Wireless Service Agreement or the Wireless Service Agreement is terminated.

6. Termination; Remedies.

6.1 Termination by Either Party. If a Party is in default of the ISE Agreement under Section 5 hereof, then the other Party may terminate this ISE Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates the Agreement under §6.1 it will also have the immediate right to shut down any and all Systems.

6.2 Termination by AT&T. AT&T may immediately terminate this ISE Agreement, exercise any and all other remedies available at law or in equity, and shut down any and all applicable Systems under the following circumstances:

6.2.1 Regulatory Change. In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder.

6.2.2 Interference. In the event AT&T is unable to eliminate the cause of any Interference identified pursuant to §2.8, regardless of the cause.

6.2.3 Vacancy. In the event Customer vacates any Premises.

6.3 Equipment Removal. Upon termination of this ISE Agreement for any reason, AT&T has the additional right to enter the Premises and remove any and all Systems upon reasonable notice to Customer, provided, however that AT&T's rights under §6.3 extend only to the corresponding Premises.

6.4 Equipment Removal Fee. To the extent any equipment removal fees apply at a specific Premise, they are detailed in Exhibit A and Customer must pay such equipment removal fees. Furthermore,

equipment removal fees detailed in Exhibit A may apply if (a) AT&T terminates the ISE Agreement under §6.1; (b) AT&T terminates the ISE Agreement pursuant to §6.2.2 where AT&T determines that the Interference is caused by Customer or its use of the Premises; and/or (c) AT&T terminates the ISE Agreement pursuant to §6.2.3.

7. Disclaimers and Limitations of Liability.

7.1 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

7.2. Limitation of Liability.

(a) AT&T will not be liable for any damages, arising out of or relating to mistakes, omissions, interruptions, delays, errors or defects in the System(s).

(b) Section 7.2(a) will not apply to (i) settlement, defense or payment obligations under §8 (Third Party Claims), or (ii) bodily injury, death or damage to real or tangible property directly caused by AT&T's gross negligence or willful misconduct.

(c) EXCEPT FOR settlement, defense or payment obligations under §8 (Third Party Claims), Neither party will be liable TO THE OTHER PARTY for any INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR special damages, including WITHOUT LIMITATION DAMAGES FOR lost profits, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

7.3 Additional Limitations of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USER'S, OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

7.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this ISE Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable, and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

8. Third Party Claims. AT&T agrees to indemnify, defend and hold harmless the City and its employees, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of third party claims for damage to tangible personal property and/or personal injuries (including death) arising out of or relating to the work performed under this Agreement except to the extent such Claims have been specifically determined by the trier of fact to be caused by the negligence or willful misconduct of the Customer ("Claims"). AT&T's duty to defend and indemnify Customer shall arise at the time written notice of the Claim is first provided to Customer regardless of whether Claimant has filed suit on the Claim. AT&T shall defend any and all Claims which may be brought or threatened against Customer and shall pay on behalf of Customer any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Customer

will be in addition to any other legal remedies available to Customer and will not be the Customer's exclusive remedy. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the AT&T under the terms of this indemnification obligation. AT&T is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the Customer's protection. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. Miscellaneous.

9.1 Force Majeure. AT&T will not be liable for any delay, failure in performance, loss or damage due to fire, explosion, lightning, pest damage, power surge or failures, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, products, or transportation facilities, fuel or energy shortages, acts or omissions of Customer, other communications carriers, suppliers or subcontractors, outages associated with compliance with any existing or yet to be enacted law, building code requirement or other regulatory mandate, or other causes beyond AT&T's control, whether or not similar to the foregoing.

9.2 Notices. All notices and other communications required or permitted under this ISE Agreement must be in writing and will be deemed to have been duly made and received when personally served or when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to the Parties' addresses set forth on the cover page. Each Party may change its address on thirty (30) days' written notice.

9.3 Governing Law. The Agreement will be construed and enforced in accordance with applicable federal law and the laws of the State of Colorado

9.4 Assignment. This ISE Agreement may not be assigned by either Party without the prior written consent of the other and such consent will not be unreasonably withheld. However, either Party may, without the other Party's consent, assign this ISE Agreement to an affiliate or to any entity that acquires substantially all of the Party's business or stock and AT&T may assign its right to receive payments hereunder. Subject to the foregoing, this ISE Agreement will be binding upon the assignees of the respective Parties.

9.5 Third Party Beneficiaries. Other than as expressly set forth herein, this ISE Agreement will not be deemed to provide any third parties with any remedy, claim, right of action, or other right.

9.6 Severability. If any portion of this ISE Agreement is found to be unenforceable, the remaining portions will remain in effect and the Parties will begin negotiations for a replacement of the invalid or unenforceable portion.

9.7 Survival. The terms and provisions of this ISE Agreement that by their nature require performance by either Party after the termination or expiration of this ISE Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this ISE Agreement for any reason whatsoever.

9.8 Legal Relationship. This ISE Agreement does not render either Party the agent or legal representative of the other Party and does not create a partnership or joint venture between AT&T and Customer. Neither Party will have any authority to agree for or bind the other Party in any manner whatsoever.

9.9 Waiver. No waiver of any of the provisions of this ISE Agreement will be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this ISE Agreement will not constitute a waiver of any provision.

9.10 Publicity. Neither Party will issue a news release, public announcement, advertisement, or other form of publicity concerning the substance of this ISE Agreement without obtaining the prior written approval of the other Party, which may be withheld in the other Party's sole discretion.

9.11 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this ISE Agreement or the transactions it contemplates.

9.12 Entire Agreement. This ISE Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this ISE Agreement will be binding unless made in writing signed by both Parties.

9.13 No Discrimination in Employment. In connection with the performance of work under the Agreement, AT&T may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability.

9.14 Electronic Signatures and Electronic Records. AT&T consents to the use of electronic signatures by the Customer. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the Customer in the manner specified by the Customer. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

9.16 Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the Customer's maximum payment obligation will not exceed **FIFTEEN THOUSAND DOLLARS** (\$15,000.00) (the "Maximum Contract Amount"). The Customer's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Customer does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Customer.

9.17 Prevailing Wages:

A. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C.

B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. Prevailing Wage schedule incorporated herein as Exhibit C.

C. In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

1. The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

2. The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 *et seq.*, or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3. The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

4. The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.

5. If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

6. The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7. The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

8. If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

10. **Insurance.**

a. General Conditions: 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for two (2) years after termination of the Agreement. The required insurance shall be underwritten by an insurer eligible to do business in Colorado and rated by A.M. Best Company as "A-"VII or better. Contractor shall provide written notice to the additional insureds at least (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 of any required coverage that is not replaced. If any required policy is in excess of a self-insured retention, the City must be notified by the Contractor. 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.

b. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of 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 endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), 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.

d. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

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

f. Workers' Compensation/Employer's Liability Insurance: 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

i. Additional Provisions:

- (A) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

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

EXHIBIT A

Premises

EXHIBIT A-1

Premises 1

A. Location.

1200 Federal Blvd., Denver CO

B. Installation Fee.

Amount: \$0

C. Equipment Removal Fee(s).

The equipment removal fee for the System located at Premises 1 is determined in accordance with the table below.

Equipment Removal Fee(s)

System Type	During 1st Year of Initial Term	During 2nd Year of Initial Term	During Remainder of Initial Term
Base Station-enabled	\$0	\$0	\$0

D. System-Related Funding Provided by AT&T.

Amount: \$100,000

E. Special Notes.

AT&T Mobility Responsibilities:

- Install a UMTS and an LTE Base Station to replace the current 2G Base Station.
- Procure transportation facilities (Ethernet) to connect the Base Stations to the AT&T Network.

Customer Responsibilities:

- Provide space, power and cooling for the AT&T base stations. The Base Station must have access to the MPOE for back haul connections to the AT&T Network.
- Customer has provided and will maintain the distributed antenna system (DAS) infrastructure. Customer will upgrade the DAS to dual band capability so that UMTS can be on one band and LTE on the other band.
- Any core drilling or building penetrations will be the responsibility of the customer and not included in the project costs. Customer will provide existing or new roof penetration and cable access through conduit for the GPS antenna which will be located on the roof of the building.
- Customer will report any trouble with the installed system by calling the help desk at 800-317-0935.

EXHIBIT B
Certificate of Insurance

EXHIBIT C



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc		NAMED INSURED AT&T Mobility National Accounts LLC One AT&T Plaza 208 South Akard, Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 307527 (OH-WA)
 Self-Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

.....

Excess Automobile Liability - MWZX 307525 (MI)
 Combined Single Limit - \$1,000,000
 Self-Insured Retention - \$1,000,000



DENVER
THE MILE HIGH CITY

EXHIBIT C

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, Associate Human Resources Professional
DATE: Monday, June 6 2016
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor.

The attached Prevailing Wage Schedule is effective as of **Friday June 3, 2016** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO160030
Superseded General Decision No. CO20150030
Modification No. 4
Publication Date: 06/03/2016
(4 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO160030 06/03/2016 CO30

Superseded General Decision Number: CO20150030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/18/2016
4	06/03/2016

ASBE0028-002 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 28.98	13.03

CARP0055-002 05/01/2015

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 25.00	6.19

CARP1607-001 06/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 31.00	11.88

* ELEC0068-012 06/01/2016

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 33.85	13.99

ELEV0025-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.47	30.285+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

IRON0024-009 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.05	11.14

IRON0024-010 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.05	11.14

PAIN0079-006 02/22/2016

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.00	6.91

PAIN0079-007 02/22/2016

Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 21.05	6.91

PAIN0419-001 07/01/2015		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 16.70	10.09

PAIN0930-002 07/01/2015		
	Rates	Fringes
GLAZIER.....	\$ 30.52	8.12

* PLUM0003-009 06/01/2016		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 38.43	15.19

PLUM0208-008 06/01/2015		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 35.35	13.39

SFCO0669-002 01/01/2016		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.43	19.50

SHEE0009-004 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 32.85	14.63

SUCO2013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud		

Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Office of Human Resources

Supplemental rates
(Specific to the Denver projects)
Supp #101, Date: 11-19-2015

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Paper Hanger		\$20.15	\$6.91
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Mechanic		\$18.48	
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Tile Setter-Tile Finisher-Floor Grinder-Base Grinder		\$20.24	\$8.14
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Cleanup incidental to the craft performing work can’t be classified as Laborer-Common.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations 2015 Prevailing Wage Section Clarification of Determinations for list of complete classification uses at Denvergov.org/Auditor.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201628673-00

Contractor Name: AT&T MOBILITY

By: Jack Wildermuth

Name: Jack Wildermuth
(please print)

Title: Senior Contract Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

