

Verizon Wireless In-building Agreement

This In-building Agreement ("Agreement") between Cellco Partnership, d/b/a Verizon Wireless, a Delaware General Partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless") and City of Denver Police Department at 1331 Cherokee Street, Denver, CO 80204 ("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. Denver City Clauses are set forth in Attachment 2 to this Agreement and are incorporated herein by this reference.

1. In-building Equipment is defined as follows:
Radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices, provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Unless specifically stated otherwise, references to Equipment throughout the Agreement shall include In-Building Equipment.
2. Customer grants Verizon Wireless a license ("License"), during the Term to install, maintain and operate In-building Equipment in the buildings where premises owned or leased by Customer are located ("Premises"). The Premises are further identified in Attachment 1 as may be amended from time to time. The License may be terminated only as provided in this Agreement or Amendment. 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 facilities and services in 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. Customer grants Verizon Wireless access to premises 24 hours per day, seven days per week as necessary to install, test, upgrade, maintain and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Customer acknowledges that in the event that such 24 hour access cannot be provided, there may be instances where service may be interrupted or adversely effected because of delays in authorizing access for emergency repairs/maintenance.
5. Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives 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 and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Premises; (ii) Customer 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; (iii) Customer will assist Verizon Wireless as reasonably necessary in obtaining all required building permits, inspections or other approvals; (iv) except as set forth in Attachment 3 to this Agreement, Customer does not have any other radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices installed on the Premises, (v) except as set forth in Attachment 3 to this Agreement, Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises that 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 this License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under separate Agreement. In the event that Customer ceases to be a Verizon Wireless Subscriber, Customer shall immediately discontinue all use of In-building Equipment and shall promptly allow its removal by Verizon Wireless. In-building Equipment remains Verizon Wireless property, shall be operated and maintained solely by Verizon Wireless, and 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 in Interest.

8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which its services are provided. Verizon shall not use any portion of the Premises in any way that causes measurable frequency interference with the operations of the City or any other party or occupant of the Premises present at the Premises as of the Commencement Date, including the operation of transmitting and receiving devices operated within their assigned frequencies and with FCC rules and regulations. City shall ensure that any rights to use the roof of the Premises, including, without limitation, any rights to install other antenna equipment), or any other lease or license for use of the Premises for communications uses, granted to third parties after the Commencement Date shall not result in measurable frequency interference with the Facilities. City shall use best efforts to prevent or stop such interference upon receiving notice thereof from Verizon. In determining such disputes, the underlying assumption is that the device installed later in time must have frequencies and operating characteristics that minimize interference with devices installed prior in time, but that all devices must be designed, maintained and upgraded to minimize interference with other devices in accordance with industry standards as they change from time to time. If the In-Building Equipment causes interference to any device installed prior in time, Verizon will take all steps necessary to correct and eliminate the interference. If this interference is not eliminated within a reasonable length of time, not to exceed ten days, Verizon agrees, at the request of City, to immediately cease causing the interference and to remove the Equipment from the Premises and this Agreement shall then terminate without further obligation on the part of City or Verizon, except as expressly provided otherwise herein. If any equipment is installed subsequent to the Verizon In-Building solution, by the customer or other third party and such installation results in interference to other currently installed equipment, then the party installing such later equipment shall have the responsibility to abate any interference to prior installed equipment and devices. The provisions of this Article survive the expiration or earlier termination of this Agreement.

No modification, relocation, or other action taken with respect to City's existing or Verizon's facilities for the purpose of identifying or ameliorating any radio frequency interference shall in any way affect City's or Verizon's rights under this Use Agreement with respect to any such interference.

In the event that the City experiences interference to its radio frequency operations on the City's property, or experiences radio frequency interference to its operations on City' property, then the City and Verizon shall cooperate to conduct such joint test as the City shall reasonably require as soon as practical, and in any event within forty-eight (48) hours of the City's request, to identify the source of such interference.

The City shall cooperate with Verizon to identify the source of any interference of Verizon or any other party to the same extent to which Verizon is obligated to cooperate with the City. City and Verizon will each keep its equipment within current FCC and manufacturer's technical specifications. Verizon shall pay for all costs associated with identifying and correcting the source of any interference caused by Verizon. In the event that the cause of the interference cannot be determined or the parties cannot mutually agree on a remediation solution, Verizon shall have the unilateral right to remove its In-Building Solution and restore the area to its condition immediately prior to the in-building installation.

9. This Agreement shall become effective when signed by both Parties.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

By: 

Name: Todd Loccisano

Title: Exec. Dir. - E&G Contract MGMT

Date: 12/01/2014

**CITY OF DENVER POLICE DEPARTMENT -
DENVER, CO**

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1 to In-building Agreement

Customer Name:

City of Denver – Police Department
1331 Cherokee Street
Denver, CO 80204

Premises Address:

1331 Cherokee Street 1930 35th Street
Denver, CO 80204

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

NO	ITEM	DESCRIPTION	UCM	QTY
1	CS06-020-422	COUPLER, CROSS BAND, PCS/AWS, 50W, CSI-CBC/1710-2155/N, CSI, CS06-020-422	EA	1
2	CSG-DAS-OTH10	(QTY - 2)CS57-4718-34 HOFFMAN CSD16168SS Enclosure, Wallmount NEMA 4X (16"x16"x8") Stainless Steel	USD	1
3	CSG-DAS-MISC31	Hardware	USD	1
4	CS10-457-422	REPEATER, DSP85-250-P/AW, D1:D2, FREQUENCY PROGRAMMABLE, PCS/AWS, RACK OR WALL MOUNTABLE, CELSPEC, S10-457-422	EA	1
5	CS10-584-430	REPEATER, DSP85-250-U7C/C, D2:D2, FREQUENCY PROGRAMMABLE, LTE 700 MHZ UPPER C BLOCK/CELLULAR, RACK OR WALL MOUNTABLE, CELSPEC, S10-584-430	EA	1
6	CS48-987-603	TERMINATION, TRM6N-2W, N CONNECTORS, DC-6 GHZ, 2W, MINI CIRCUITS, 3001-5007-21-CSI01-X	EA	5
7	CS50-0158-04	CABLE, 1/2" PLENUM AIR, ALUMINUM, WHITE, ANDREW CORP, AL4RPV-50	FT	5600
8	CS50-0351-04	CABLE, COAX 1/2" SUPERFLEX, ANDREW CORP, FSJ4-50B	FT	250
9	CS50-0443-185	CABLE, FIBER 6 STRAND SM TB INTERLOCKING ARMOR PLENUM, HITACHI, 61433-006	FT	400
10	CS50-0600-20	WIRE, 18AWG, 2 CONDUCTOR FOIL SHIELD, CMP 7X26 STRAND 300V 75C (MUST ORDER IN 1000' INCREMENTS), BELDEN, B6900FE-U1000	FT	375
11	CS51-1450-04	CONNECTOR, N MALE, 1/2" PLENUM (L4TNM-PSA), ANDREW CORP, L4PNM-RC	EA	108
12	CS51-1825-04	CONNECTOR, PLATED N MALE, HEX FOR SUPERFLEX, ANDREW CORP, AND-F4PNMV2-HC	EA	7
13	CS51-1833-04	CONNECTOR, 7/16 DIN MALE RIGHT ANGLE FOR 1/2" SUPERFLEX, ANDREW CORP, F4DR-C	EA	5
14	CS54-2111-33	JUMPER, 30' SM SCAPC-SCAPC DPLX ZIPCORD YELLOW JACKET OFNR, CELLULAR SPECIALTIES, SAS0210030FYSA	EA	5

15	CS54-3002-12	JUMPER, 1' LMR400-FR, N MALE TO N FEMALE, GENERIC, 400M1-NFNM-12	EA	48
16	CS54-3059-12	JUMPER, 3' LMR400-FR N MALE TO N MALE, GENERIC, 400M1-NMNM-36	EA	6
17	CS54-3584-26	CABLES KIT, RIU-4, INCLUDING 4 OMA/N-TYPE 80CM CABLES FOR BU CONNECTIONS, MOBILE ACCESS, AK-RIU4-BU-CABLES	EA	1
18	CS55-3754-26	BASE UNIT, WIDE-BAND, 8 PORT, MOBILE ACCESS, WB-B8U	EA	1
19	CS55-3761-26	CONDITIONER, AWS FOR RIU CHASSIS, MOBILE ACCESS, RIU-BDAC-AWS	EA	1
20	CS55-3843-26	RIU, CELLULAR BDA CONDITIONER, MOBILE ACCESS, RIU-BDAC-CELL	EA	1
21	CS55-3875-26	SYSTEM CONTROLLER, MOBILE ACCESS, SC-450	EA	1
22	CS55-3877-26	CONDITIONER, BTSC/BDA FOR LTE 700 MHZ SERVICE 0 TO +40DBM INPUT LEVELS FOR RIU CHASSIS, MOBILE ACCESS, RIU-BTSC-700LTE	EA	1

23	CS55-3890-26	REMOTE UNIT, MA1000 QUAD-SERVICE PACKAGE SUPPORTING CELL, PCS, 700 MHZ LTE AND AWS WITH MMF, MOBILE ACCESS, 1000-C85P19L70A17-A	EA	5
24	CS55-3912-26	PCS WITH G BLOCK SUPPORT CONDITIONER FOR RIU CHASSIS, -16 TO +10DBM INPUT RANGE, MOBILE ACCESS, RIU-BDAC-G-PCS	EA	1
25	CS55-3954-26	RADIO INTERFACE UNIT, SUPPORTING 1-4 CONDITIONERS, MOBILE ACCESS, RIU-4	EA	1
26	CS56-4000-27	ENCLOSURE, 12 FUSION SPLICE WALL 7-12MM OD CABLE 6.75X4.75X2.25", FIBER INSTRUMENTS, F14868FLL	EA	5
27	CS56-4027-18	SPLICE TRAY, 0.4IN D X 3.9"W X 11.7"LONG FOR USE IN CSH-03U-F & CSH-05U-F DEEPER TRAYS HOLDS TB CABLES W/ OD TO 0.4", CORNING, M67-076	EA	3
28	CS57-4501-30	MOUNT, ROOF, NON-PENETRATING, ROHN INDUSTRIES, ROH-FRM-125	EA	3
29	CS57-4683-18	HOUSING, CLOSET SPLICE, 2U, FOR 3 TRAYS, CORNING, CJH-02U-F	EA	1
30	CS57-4808-77	RACK, UNIVERSAL, 19"WX60X60"H, 31 RMU, CHATSWORTH, 46353-719	EA	1
31	CS60-5426-192	FUSE PANEL, 20 STANDARD STYLE, -48VDC, TRIMM, 7570420001	EA	1
32	CS60-5468-205	INSULATOR, PST SILICONE COLD SHRINK CONN, FOR 1/0-3/0 AWG COND. OD RANGE .45"-.95", APPROX. INSTALL LEN 7-1/4", FOR 1KV OR LESS MOQINCR 24, 3M, 8447-8	EA	4
33	CS60-5577-26	CONVERTER, AC/DC LOCAL 100W, MOBILE ACCESS, LPS-48V-100W	EA	11
34	CS60-5651-05	SURGE ARRESTOR, LIGHTENING PROTECTION, LAIRD TECHNOLOGIES, LAC4N	EA	4
35	CS60-5895-21	TAPPERS, 2:1/3.0DB, N-CONNECTOR, MULTI-BAND, LIGHTWEIGHT, UNEQUAL POWER DIVIDER 350 - 960 & 1710 - 2700 MHZ. MICROLAB. DN-34FN	EA	3

36	CS60-5918-21	SPLITTER, 2-WAY, 698-2700 MHZ, NF CONNECTOR, 10W, MICROLAB/FXR, D2-69FN	EA	12
37	CS60-5954-69	FUSE, GMT 3 AMP, GMT, CS60-5954-69	EA	5
38	CS60-5955-69	FUSE, GMT 5 AMP, GMT, CS60-5955-69	EA	5
39	CS60-5976-77	GROUND BAR, 19" WITH HARDWARE (10610-019), ANIXTER, 132229	EA	1
40	CS60-5977-18	CABLE, GROUND FOR ARMORED CABLE. INCLUDES GROUND CLIP AND GROUND STRAP (263462/FDC-CABLE-GRND), ANIXTER, 263462	EA	4
41	CS60-6001-31	ROOF PAD, RUBBER MAT (WSRM/18-48.), VALMONT/MICRO FLECT, MT-1637	EA	6
42	CS60-6209-04	GROUNDING KIT, FOR FSJ4 CABLE, ANDREW CORP, AND-241088-1	EA	4
43	CS60-6380-105	BAR, HORIZONTAL LACING, 4" OFFSET (MUST PURCHASE IN LOTS OF 10), MIDDLE ATLANTIC, LBP-1R4	EA	1
44	CS60-6395-86	POWER SUPPLY, HEAVY DUTY AC TO DC RACK MOUNT, 48VDC OUTPUT, DURACOMM, RM-1248	EA	1
45	CS60-6406-04	MODEM KIT, CDMA, RAVEN XT VERIZON, ANDREW CORP, 7535902	EA	1
46	CS70-2427-96	ANTENNA, YAGI, 698-806 MHZ, 11 DBI, ADVANCED RF TECH, AD-YG-700-11	EA	1
47	CS70-2431-96	ANTENNA, PANEL, 1710-2170 MHZ, ADVANCED RF TECH, AD-PA-1921-18-20HFB	EA	1
48	CS70-2561-231	ANTENNA, TRU-OMNI S727, 698-2700MHZ, SURFACE MOUNT 7DBI (VERIZON), CSS ANTENNA, INC., 969236-11-02	EA	34
49	CS70-2582-96	ANTENNA, HIGH-ISOLATION DONOR / 1900MHZ + 2100MHZ / 18 DBI / 20 DEGREE BEAM, ADVANCED RF TECHNOLOGIES, AD-PA-1921-18-20HFB-DIN	EA	2

December 3, 2013

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Verizon Wireless Matter 850-150043-2013

**ATTACHMENT 2 to
In-building Agreement
Denver City Clauses**

1. **TERMINATION:** The City has the right to terminate the Agreement upon effective upon sixty (60) days prior written notice to the Consultant.

2. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

3. **INSURANCE:**

a. **General Conditions:** Consultant 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. Consultant 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 three (3) years after termination of the Agreement. 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-"VII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described 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 and 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, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by mail. Consultant 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 Consultant. The Consultant 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:**

c. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit 2A**, 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 Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. **Additional Insureds:** For Commercial General Liability and Auto Liability, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant 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. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Consultant 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. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant'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 Consultant executes this Agreement.

g. Commercial General Liability: Consultant 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: Consultant 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:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) A severability of interests, separation of insureds provision (no insured vs. insured exclusion);

and

(c) A provision that coverage is primary and non-contributory with other coverage or self-insurance

maintained by the City.

(ii) For claims-made coverage:

(a) 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.

4. DEFENSE AND INDEMNIFICATION

a. Consultant 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 Consultant 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.

b. Consultant'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. Consultant'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.

c. Consultant 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.

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

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

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

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

b. The Consultant certifies that:

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

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

c. The Consultant also agrees and represents that:

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

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

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

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

6. **GOVERNING LAW; VENUE:** The 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

7. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant 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. The Consultant shall insert the foregoing provision in all subcontracts.

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

**ATTACHMENT 3 to
In-building Agreement
Paragraph 6 Disclosures/Acknowledgment**

Customer Disclosure: There are numerous 800MHz radios installed throughout the facility for DPD operations. There is a small DAS that covers the basement areas and the 4th floor for Sprint coverage. We have also installed a small unit for VZW coverage since this contract has been in progress to alleviate some complaints from the officers for using their phones. This unit will be removed once the building DAS is operational but the other equipment will stay in service.

Verizon Wireless Acknowledgment: Verizon Wireless acknowledges the above Customer Disclosure.

Contract Control Number: TECHS-201314329-00

Contractor Name: VERIZON WIRELESS

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:

D. Scott Martinez, Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201314329-00

Contractor Name: VERIZON WIRELESS

By: _____

Name: _____
 (please print)

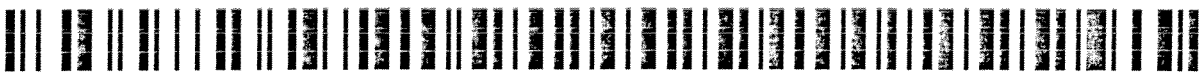
Title: _____
 (please print)

ATTEST: [if required]

By: _____

Name: _____
 (please print)

Title: _____
 (please print)





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/09/2014

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	New Hampshire Ins Co	23841
	INSURER C:	Illinois National Insurance Co	23817
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570056032906** **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 are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL7266932	06/30/2014	06/30/2015	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
	<input checked="" type="checkbox"/> Standard Contractual Liability						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> X.C.U Not Excluded						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$2,000,000
OTHER:								
A	AUTOMOBILE LIABILITY			CA 350-06-58	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AOS	06/30/2014	06/30/2015	BODILY INJURY (Per person)	
A	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS		CA 350-06-59			BODILY INJURY (Per accident)	
A	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS		MA	06/30/2014	06/30/2015	PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		CA 350-06-60			EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		VA			AGGREGATE	
	<input type="checkbox"/> CED	<input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC026035004	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS	06/30/2014	06/30/2015	E.L. EACH ACCIDENT	\$1,000,000
				WC026035006			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				IL KY NC NH UT VT			E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured with respect to the general liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
Department of Public Works
201 West Colfax, Dept. #611
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 :

Certificate No : 570056032906



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570056032906			
CARRIER See Certificate Number: 570056032906	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC026035008 NJ PA	06/30/2014	06/30/2015	
B		N/A		WC026035007 AZ GA VA	06/30/2014	06/30/2015	
A		N/A		WC026035005 CA	06/30/2014	06/30/2015	
B		N/A		WC026035012 MA, ND, OH, WA, WI, WY	06/30/2014	06/30/2015	
B		N/A		WC026035011 MN	06/30/2014	06/30/2015	
C		N/A		WC026035009 FL	06/30/2014	06/30/2015	
B		N/A		WC026035010 ME	06/30/2014	06/30/2015	