

Comcast Cable Communications Management, LLC Dark Fiber Lease Agreement

This Dark Fiber Lease Agreement (“Agreement”) is made on the 21st day of November, 2017 (“Effective Date”) by and between Comcast Cable Communications Management, LLC (“Company” or “Contractor”) with offices located at 1701 JFK Blvd / One Comcast Center Philadelphia, PA 19103 and City and County of Denver (“Customer” or “City”), with offices located at 1437 Bannock street Denver, CO 80202. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party”.

Description of Facilities (“Facilities”) to be provided by Company to Customer:

Dark fiber strands as set forth in Schedule A attached hereto.

Term of Agreement (months): One-Hundred-Twenty (120)	Agreement Number: CO-RTimmo-112117-01
Non-Recurring Charges (“NRC”): \$0.00	
Total Monthly Recurring Charges (exclusive of applicable taxes, surcharges, fees and/or payment obligations, as set forth in the Agreement) (“MRC”):	
Month(s) One (1) through Twelve (12) = \$6,973.00	
Month(s) Thirteen (13) through Twenty-Four (24) = \$40,800.00	
Month(s) Twenty-Five (25) through One-Hundred-Twenty (120) = \$68,600.00	
Number of Sites: One-Hundred and Six (106)	
Notes / Comments: The Parties agree that they are currently under contract pursuant to the Institutional Network (“I-NET”) Maintenance and Colocation Agreement, Contract Control Number TECHS-201313842-00, dated January 22, 2014 (“I-NET Agreement”). The mutual execution of this Dark Fiber Lease Agreement by the Parties shall commence the full termination of said I-NET Agreement, and, upon such termination, neither Party shall have any further obligation under the I-NET Agreement, including no penalty or early termination charges. In the event this Dark Fiber Lease Agreement is not mutually executed by the Parties, the I-NET Agreement shall remain in full force and effect.	
Sales Person: Rob Timmons	Telephone Number: (303) 603-0909
General Manager: Chris Prekopa	Telephone Number: (720) 357-3264
Customer Contact: Todd Matthews	Telephone Number: (720) 913-4818

This Agreement sets forth the terms and conditions under which Comcast will provide the Facilities identified above to Customer. This Agreement consists of this document (“Cover Page”), the standard General Terms and Conditions attached hereto (“General Terms and Conditions”), and Schedule A, collectively referred to as the “Agreement.” In the event of any inconsistency among these documents, precedence will be as follows: (1) General Terms and Conditions, (2) this Cover Page, and (3) Schedules. This Agreement shall commence and become a legally binding agreement upon mutual execution of this Agreement by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

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-201738172-00

MANAGEMENT
-710

Contractor Name: COMCAST CABLE COMMUNICATIONS, LLC.

By: Mark O'Leary

Name: Mark O'Leary
(please print)

Title: VP Enterprise
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE

1.1 Company will lease to Customer the strands of Company's multi-strand single mode fiber-optic cable (the "Facilities," which may be referenced herein as the "Services," but no service other than the provision and maintenance of these Facilities is provided under this agreement), which strands shall originate at the points and terminate to the Customer "Buildings" and at the prices as set forth in the attached Schedule A attached hereto. These strands and all related facilities and equipment are hereinafter referred to as the "Facilities." Customer agrees that it will light and immediately use all strands for its broadband needs, if applicable. The Facilities are provisioned into each Building at the point of interconnection between the Comcast-owned Facilities and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Facilities do not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other facilities or dark fiber Services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION

2.1 Customer, at no cost to Company, shall secure throughout the Term any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Facilities within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of the Facilities. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Facilities in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Facilities shall be compatible with Comcast's other facilities, equipment, and services provided to itself or any other party (the "Network").

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Facilities and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Facilities or Network.

2.8 At such time as Company completes installation and connection of the Facilities and equipment, Company shall then notify Customer in writing that the Facilities are available for use and the date of such notice shall be the "Service Date." The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure or refusal on the part of Customer to be ready to receive the Facilities shall not relieve Customer of its obligation to pay charges for any Facilities that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Facilities must be fully compatible with the Facilities. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE FACILITIES

3.1 The Facilities and all other portions of the Network are and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Facilities or Network, or exposes Company or the Facilities, Network, or any Company-provided equipment, or on the rights or title relating thereto, or any interest therein, to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties, and Company will promptly at its own expense take all actions necessary to remedy any violation of this provision.

3.2 Upon expiration or termination of the Agreement, Company retains the right to remove the Facilities or Network including, but not limited to, those portions that are located in the Buildings. To the extent Company removes such portion of the Network; it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

3.3 In accordance with the Federal Communications Commission's Order in FCC 99-216, released August 11, 1999, the Parties agree to the terms set forth in this section. All equipment located on Customer's premises installed or provided under this Agreement by Company is an integral component of the Facilities provided by Company and will only be used in connection therewith. All right, title, and interest in the Facilities and any other equipment or facility provided by Company shall, at all times, remain exclusively with the Company, shall not become a fixture to Customer's premises, and must be returned to Company at the conclusion of the Term (unless a new similar agreement has been executed or is being actively negotiated by both parties) in the condition in which it was received, subject to ordinary wear and tear. All rights of Customer to the Facilities shall cease and Company may, at its option, disconnect, terminate, remove or use the Facilities for any other purpose. Company may use such equipment and its Network in any lawful manner, including supporting its network or providing service to other customers and Customer will not sell, lease, assign nor encumber any equipment provided by Company.

Company does not provide any option to Customer to purchase any such equipment. Customer agrees not to interfere with other customers' use of the Company services or equipment, including any Company equipment located on Customer's premises. Customer represents that its internal communications systems, such as a Local Area Network ("LAN"), would continue to function if disconnected from the Company Network or disconnected from any on-premise equipment provided by Company.

SECTION 4 - COMPENSATION; PAYMENT

4.1 Subject to the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C, the Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Facilities are set forth in the attached Schedule A and on the first page of the Agreement. Upon the availability of Facilities, Company shall invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Facilities Availability Date is not the first day of the billing period, the first Recurring Charge shall also include the *prorated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to late fees under the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C.

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate acceptable to Comcast prior to the Facility Availability Date, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of the Facilities, including all applicable right-of-way, franchise, pole attachment, pole rental and/or other permitting, rental or joint use fees in proportion to its activities hereunder. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Facilities, including, without limitation, charges to recover amounts that Company is permitted by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively. Subject to any taxes that Customer may be exempt from pursuant to a tax exemption certificate delivered pursuant to this Section 4.3, the estimated monthly taxes, surcharges and fees that Customer will be responsible in connection with the, installation, use or provision of the Facilities, is \$9,000.00 per month (the "Estimated Monthly Tax/Surcharge Amount"). Customer and Comcast acknowledges and agree that (i) the Estimated Monthly Tax/Surcharge Amount is only an estimation of the applicable monthly taxes, fees and/or surcharges and (ii) the actual monthly taxes, fees and/or surcharges applicable to the, installation, use or provision of the Facilities may be greater than or less than the Estimated Monthly Tax/Surcharge Amount.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing the Facilities, Customer shall pay Company's proportionate additional costs of providing the Facilities under the new law, rule, regulation or

judgment. Except for fees billed in error, Customer shall have the right to terminate this Agreement, within sixty (60) days' of receiving an invoice which includes one of the fees identified in this provision, without further obligation to Company beyond the termination date, including Termination Charges.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for One-Hundred Twenty (120) months from the Facility Availability Date ("Term"). Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Term or the then current Renewal Term. Effective at any time after the end of the initial Term and from time to time therein, Company may modify the charges for the Facilities to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable lease of Facilities without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Termination for Convenience. The Customer has the right to terminate this Agreement without cause upon twelve (12) months prior written notice to Comcast.

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide access to the Facilities due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the Agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of payments due for Facilities actually provided.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make an undisputed payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 – MAINTENANCE

7.1 Maintenance consists of the repair or replacement, at Company's option, of any portion of the Facilities that is malfunctioning. Company will maintain the Facilities twenty-four (24) hours a day, seven (7) days per week, every day of the year. Company is responsible for the maintenance of such equipment, although Customer agrees to pay Company for the maintenance and repair costs at Company's then-existing applicable rates for materials (including, among other things, fiber and fiber splices) and labor (including any applicable overtime), and the pro-rata portions of all fees and charges incurred by Company in connection with providing the Facilities. All maintenance and repair of the Facilities shall be performed by or under the direction of Company. Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES,, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF (I) THE AMOUNT EQUAL TO THREE TIMES THE PAYMENTS MADE BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED AND (II) ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00).

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in any Facility or Service (individually or collectively, "Liability") shall be limited solely to 1/30th of the Monthly Recurring Charge for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability. Notwithstanding the foregoing, Company shall not be liable for such Credits if the event is

caused in part by force majeure events or Customer's (or Customer's equipment's) actions or omissions.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Facilities including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

SECTION 9 – INDEMNIFICATION

9.1 Defense; Indemnification and Responsibility for Damages

A. Company hereby agrees to defend, indemnify, reimburse and hold harmless Customer, 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 made by third parties ("Claims"), arising out of, resulting from, or relating to the work performed under this Agreement to the extent attributable to the negligence or willful misconduct of Company or any employee or contractor of Company. This indemnity shall not apply to the extent any such Claim is attributed to the negligence or willful misconduct of Customer. Company's duty to defend and indemnify the Customer shall arise at the time written notice of the Claim is first provided to Company by the Customer, regardless of whether Claimant has filed suit on the Claim. Company's duty to defend and indemnify Customer shall arise even if Customer is the only party sued.

B. Process. Company will defend any and all Claims covered by Section 9.1(A) above which may be brought or threatened against the Customer and will pay on behalf of the 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. Such payments on behalf of the Customer shall be in addition to any other legal remedies available to the Customer and shall not be considered the Customer's exclusive remedy.

C. Relationship to Insurance. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Company under the terms of this indemnification obligation. Company shall obtain, at its own expense, any additional insurance that it deems necessary for the Customer's protection.

D. Responsibility for Damages. The Customer will be responsible to Company, its parent, subsidiary and affiliated companies and entities and their officers, directors, employees, and agents for any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) caused by (i) the Customer's

negligence or breach of contractual obligations, or (ii) arising out of the use of the Facilities provided under the Agreement, including without limitation with respect to libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Facilities. Notwithstanding the foregoing, nothing contained herein shall be considered or construed as a waiver of any of the coverages or protections of the Colorado Governmental Immunity Act, as amended.

E. Survival. This Section 9 shall survive the expiration or earlier termination of this Agreement.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Facilities by Customer or by any other person ("user"), whether authorized by Customer or not, are legal, appropriate and compliant with all applicable rules, regulations, and orders of any governmental authority having jurisdiction over the Facilities, and this Agreement. Customer shall not use, or permit any other entity or person to use, the Facilities to provide internet access service, cable television service, telecommunications, or any other services to any third party, or any services to or from locations other than the locations set forth in Schedule A. Company reserves the right to act immediately and without notice to terminate or suspend all rights to use the Facilities if Company (i) determines that such use or information does not conform to the requirements set forth in this Agreement, or (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others. Company's action or inaction in enforcing the requirements of this Section shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all rights to access to the Facilities, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

10.1 – SECTION 10: INTRASTATE JURISDICTION Customer certifies that its use of the Facilities is, and will be, such that 10% or less of the traffic is jurisdictionally interstate according to FCC regulations. That is, 10% or less of the traffic carried on the Facilities is ultimately bound for the internet or a location outside the state.

a. In making this certification, Customer may rely on traffic studies or measurements. Where such types of data are not available, Customer may rely on factors, such as the design of its network or the nature of its communications needs, which are reasonably likely to enable Customer to make a good faith approximation of its relative intrastate and interstate traffic volumes.

b. Upon request, Customer agrees promptly to provide Comcast with documentation that explains the methodology that Customer used to determine, or to make a good faith approximation of, its relative interstate and intrastate traffic volumes. Customer also agrees promptly to provide such other assistance as Comcast reasonably may request to respond to an inquiry from a governmental authority or its agent regarding the classification of Customer's traffic, including the appropriate treatment of the traffic under the FCC's Universal Service Program.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, condemnation of any part of the Network used to provide the Facilities or Services, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Subject to the Colorado Open Records Act (CORA), unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such

information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to any third parties any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties. Company and Customer acknowledge and agree that the terms of this Agreement are not Confidential Information. In the event of a request to the Customer under the Colorado Open Records Act., C.R.S. § 24-72-201, et seq., for disclosure of information deemed by the Company as confidential, the Customer shall advise Company of such request in order to give Company the opportunity to object to the disclosure of any Company Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the Customer will tender all such material to the court for judicial determination of the issue of disclosure and Company agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Company further agrees to defend, indemnify and save and hold harmless the Customer, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Company's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the Customer of all reasonable attorney fees, costs and damages that the Customer may incur directly or may be ordered to pay by such court.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 – NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing

and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: Todd Matthews
City and County of Denver
1437 Bannock Street
Denver, CO 80202

To Company:

Attn.: VP – Business Services
Comcast Cable Communications Management, LLC
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department - Operations
Comcast Cable Communications Management, LLC.
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 – CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

SECTION 28 - 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 Company, involving payments by the City related to the Agreement until the latter of three (3) years after the final payment under the Agreement.

SECTION 29 - NO DISCRIMINATION IN EMPLOYMENT

No Discrimination in Employment. In connection with the performance of work under the Agreement, Company 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 identity or gender expression, marital status, or physical or mental disability.

SECTION 30 - 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. 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 provide for notice of cancellation in accordance with policy provisions. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage which causes Contractor to no longer comply with the requirements of this Insurance section to the parties identified in the Notices section. Contractor shall be responsible for the payment of any deductible or self-insured retention under its policies. 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 may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor shall provide certificate of insurance preferably an ACORD certificate, evidencing compliance 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.

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. 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 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 performing work hereunder upon request by the City.

E. 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.

F. 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.

G. 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

H. Technology Errors & Omissions with Cyber-Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

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, but only with respect to losses for which Contractor is responsible hereunder.

(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.
- (ii) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

During the Term of this Agreement, Company grants to Customer the right and license to place its equipment at the sites set forth below in Schedule A. Company shall provide the sites fully conditioned for use and powered with adequate electrical power throughout the Term of the Agreement.

SECTION 31 - NON-APPROPRIATION OF FUNDS

Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Fifteen Million Dollars and Zero Cents (\$15,000,000.00). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Comcast beyond those specifically described in this Agreement. The City'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 City does not by the 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 City.

SECTION 32 - ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

SECTION 33 - COLOCATION OF CITY EQUIPMENT

SCHEDULE A

PRICING:

Month(s) One (1) through Twelve (12):

77 Locations: \$3,875.50 per month
 Fiber ring: \$1,098 per month
 Colocation: \$2,000 per month

Total MRC: \$6,973.00

Month(s) Thirteen (13) through Twenty-Four (24)

84 Locations = \$27,600 per month (\$300 per site per 2 Fiber strands)
 Fiber ring = \$11,200 per month
 Colocation = \$2,000 per month – Customer CPE, Switches, Network Gear

Total MRC = \$40,800.00

Month(s) Twenty-Five (25) through One-Hundred-Twenty (120)

84 Locations = \$50,600 (\$550 per site per 2 Fiber strands)
 Fiber ring = \$16,000 per month
 Colocation = \$2,000 per month - Customer CPE, Switches, Network Gear

Total MRC = \$68,600.00

SITES:

Location Name	ADDRESS
ISD	10 Gallapago
Denver Central Library	10 West 14th ave
County Jail	10500 Smith Road
Human Services	1200 Federal Blvd.
Fire Station No. 27	12927 Albrook Drive
Fire Station No. 6	1300 Blake Street
Fire Station No. 15	1375 Harrison
Fire Station No. 14	1426 Oneida Street
City and County Building	1437 Bannock
Police District No. 14	1555 Clarkson
Fire Station No. 21	1580 E. Virginia Avenue
Fire Station No. 16	1605 S. Ogden Street
Fire Station No. 8	1612 Marion Street
Police District No. 3 (Relocated)	1625 S. University Avenue
Fire Station No. 4	1890 W. Lawrence Street
CCOB	201 W. Colfax
District 4 Police Station	2150 Clay Street
Fire Station No. 7	2195 W. 38th Ave.

Blair Caldwell	2401 Welton street
Fire Station No. 3	2500 Washington Street
Fire Station No. 25	2504 S. Raleigh
Fire Station No. 12	2575 Federal Blvd.
Fire Station No. 24	2695 S. Colorado Blvd.
Five Points Branch Library	2855 Tremont Place
Fire Station No. 19	300 S. Ivy Street
Ross Cherry Creek Branch Library	305 Milwaukee Street
Traffic Signal 3 of 5	3098 S. Federal Blvd.
South West Motor Vehicle Office	3100 S. Sheridan
Fire Station No. 10	3200 Steele Street
Woodbury Branch Library	3265 Federal Blvd.
Fire Station No. 22	3530 S. Monaco Parkway
Motor Vehicle	3698 W. 44th Ave
Police District No. 2	3822 Holly Street
Fire Station No. 11	40 W. 2nd Avenue
Fire Station No. 28	4306 S. Wolff Street
Fire Station No. 17	4500 Tennyson St.
Motor Vehicle/DPD/DHS	4685 Peoria
Police district No. 1 (new location)	46th & Lapan
Fire Station No. 29	4800 Himalaya
Fire Station No. 30	4898 S. Dudley Street
Bear Valley Library	5171 W. Dartmouth Avenue
Metro SWAT Unit	550 E. Iliff
Pauline Robinson Branch Library	5575 E. 33rd Avenue
Traffic Signal	56th and Tower Road
Fire Station 20	601 Knox Court
Animal Shelter	678 S. Jason Street
Fire Station No. 1	745 W. Colfax
Denver Health Medical Center	777 Bannock
Fire Station No. 23	850 S. Federal Blvd.
911 Center	950 Josephine Street
Hampden Library	9755 E Girard ave
Traffic Signal 7 of 7	8701 east alameda
Traffic Tie Montview & Quebec	Den Trff Tie NE Hub to Mont & Queb
Traffic Signal 3 of 7	Hampden & Colorado Blvd.
Den Trff Tie SE	Hampden & Dahlia To SE Hub
TCP 01-TCC	1601 Mile High Stadium Circle
TCS 41	2901 W Dartmouth
TCS 43	7190 E Montview #A
TCS 42	5480 E Evans ave

Denver Sherriff?	5440 Roslyn st, 80126
Police Admin Bldg	1330 Cherokee street
McNichols Building	144 West Colfax
Denver Post Building	101 West Colfax
Kennedy Golf Course	10500 East Hampden
Denver Botanic Gardens	1007 York St, Denver, CO 80206
Minori Yasui Building	303 West Colfax
Denver Coliseum	4600 Humboldt St
DPAC (Denver Performing Arts Ctr)	1101 13th St, Denver, CO 80204
Denver Police Traffic Operations Bureau	3381 Park Avenue
DCC (Denver Convention Center)	700 14th St, Denver, CO 80202
Denver Elections Division	200 West 14th Avenue
EEB	1930 35th Street
JCDF	490 W Colfax Ave, Denver, CO 80204
JCCH	520 W. Colfax Avenue, Denver, CO 80204
Central Park Recreation Center	9651 East MLK Blvd
Fire Station No. 26	7934 East MLK Blvd
Fleet Management - Jewell	7301 East Jewell Avenue
DHS - Steele	3815 Steele Street
Denver Zoo	2300 N Steele
City Park Golf Course	2500 N York
Denver Police Academy	2155 N Akron Street
Denver Crime Lab	1371 Cherokee Street
Scheitler Recreation Center	5031 West 46th Ave
Police District No. 6	1566 N Washington St, Denver, CO 80203
Fire Station No. 13	3683 S. Yosemite St.
WMD (Wastewater Management Division)	2000 West 3rd Avenue, Denver, CO 80223
PW - Osage Facility	2013 S. Osage Street
Athmar City Surplus/Central Services	671 S Jason
DIA	DIA
DIA	DIA
Colocation	Colocation at headends

City of Denver Colocation – Lease Premises and Rack Details					
Comcast Site	Address	City	State	Zip	Rack Location
TCP 01-TCC	1601 Mile High Stadium Circle	Denver	CO	80204	11.01
TCS 41	2901 W. Dartmouth	Denver	CO	80207	3.03
TCS 43	7190 E Montview # A	Denver	CO	80210	4.03
TCS 42	5480 E. Evans Avenue	Denver	CO	80231	3.03



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2017

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 MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED COMCAST BUSINESS COMMUNICATIONS, LLC 1701 JFK BOULEVARD PHILADELPHIA, PA 19103	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Ins Co Of North America		43575
	INSURER C: ACE Property And Casualty Ins Co		20699
	INSURER D: ACE Fire Underwriters Co		20702
	INSURER E: Agri General Insurance Company		42757
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-006229202-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		XSLG27859264	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		ISAH09051569	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		XOO G27924840 002	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B A D E	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	N/A	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation		WLRC49105071 (AOS) WLRC49105083 (CA, MA) SCFC49105095 (WI) WLRC49105101 (TN) WCUC49105113 (WA)	12/01/2016	12/01/2017	Ea Acc/Dis Employee/Dis Policy \$ 2,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACTUAL OBLIGATION.
THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER TECHNOLOGY SERVICES 201 W. COLFAX AVE. DEPT. 301 DENVER, CO 80202	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---