

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") and **NOSSAMAN LLP**, a California limited liability partnership, whose address is 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017 ("Special Counsel"), collectively "the Parties."

WITNESSETH

WHEREAS, the City desires to retain Special Counsel, pursuant to Section 6.1.2 of the Charter, to provide legal counsel and advice in matters concerning the City's Department of Aviation; and

WHEREAS, Special Counsel has provided ongoing representation related to the Great Hall Project at Denver International Airport; and

WHEREAS, Special Counsel is qualified and ready, willing, and able to perform the services as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. COORDINATION WITH DEPARTMENT OF LAW: To provide the best possible legal representation and reduce costs and expenses, Special Counsel agrees whenever possible to utilize the staff of the City Attorney's Office, together with other City personnel. As directed by the City Attorney, Special Counsel agrees to utilize and coordinate with any consultant retained by the City on matters related to Special Counsel's work. Special Counsel acknowledges that one or more Assistant City Attorneys will be assigned to provide additional legal representation to the City on certain matters. Special Counsel shall submit to the City for approval: budgets, work plans and case plans in such form as may be required by the City's Department of Law.

2. PROFESSIONAL SERVICES TO BE PERFORMED:

- a. Special Counsel shall provide professional legal services, as provided by Subtitle B of the Denver City Charter at section 6.1.2 and in conformance with the Colorado Rules of Professional Conduct for the following services related to the Great Hall Project at Denver International Airport:

- i. Advising the City in connection with the Denver Great Hall Project, as necessary and directed by the City Attorney. Special Counsel's Scope of Work and Budget is attached hereto as **Exhibit B**;
- ii. Assisting the City in negotiations with the private developer;
- iii. Assuming primary drafting responsibility for the final, long-term Development Agreement; and
- iv. Other services related to items i-iii, above, as mutually agreed upon by the Parties.

b. Yukiko Kojima, Esq. shall serve as lead attorney for Special Counsel and shall direct the provision of services under this Agreement. Special Counsel shall supply the City with a copy of all pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents, memoranda, orders and judgments of the court or arbitrator, contracts, agreements, memoranda, or other documents prepared by Special Counsel or any subcontractor hired by Special Counsel under this Agreement. Special Counsel agrees that the City Attorney, or the City Attorney's designated representative, shall have final authority over the use of all documents to be prepared in the above matters.

3. **TERM:** The Agreement will commence on the date set forth on the City signature page, and will expire on June 30, 2022 ("Term").

4. **PAYMENT OF FEES AND EXPENSES:** The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment of fees not to exceed **FIVE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$538,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City as follows:

a. **Fee Schedule:** Special Counsel shall be paid for actual time devoted to the work for the City, including meetings with City officials, review, preparation for and appearance on behalf of the City in any grievance/arbitration hearings and/or litigation, conferences and telephone conferences, and all necessary travel time at the following rates:

Patrick D. Harder	\$690.00 per hour
Yukiko Kojima	\$610.00 per hour

Barney Allison	\$740.00 per hour
Shant Boyajian	\$370.00 per hour

Although the attorneys listed above will be the attorneys primarily responsible and active on these matters, it may be appropriate and efficient to involve other attorneys from Special Counsel, including but not limited to those identified in the Statement of Qualifications. Rates for such other attorneys shall be consistent with those set forth above.

b. Expenses and Costs: In addition, reimbursement of expenses shall be paid on the basis of monthly statements rendered by Special Counsel to the City, as follows: Upon the prior approval of the City Attorney, the actual costs incurred by Special Counsel for documents sent to a printer or other outside contractor for reproduction, enlargement, reduction, display or mounting will be reimbursable. Other costs, including office personnel and overhead are not reimbursable and are presumed to be included in the hourly rates. Questions regarding the eligibility of an expense must be resolved in writing by the City prior to Special Counsel incurring the expense. Special Counsel shall be reimbursed at cost for travel expenses incurred by its attorneys and paralegals subject to the following limitations: All reimbursable travel shall have prior written approval by the City Attorney, and be related to and in furtherance of the purposes of Special Counsel's engagement. Vehicle rental costs are allowed when efficiency and economy are served, taking into consideration the elements of time and distance. Use of such vehicle for personal travel shall not be reimbursed. Reimbursement for meals is limited to the per diem allowed under the City's fiscal rules. Sleeping accommodation costs are limited to a reasonable amount, taking into account costs of alternate facilities in the location and other relevant factors. Non-business and strictly personal expenses shall not be reimbursed, and hourly rates will not be paid for any period of time a trip is extended for convenience. Additional attorneys and paralegals employed by Special Counsel providing services under this Agreement may be billed at hourly rates pre-approved by the City.

c. Maximum Contract Amount:

- i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation under this Agreement is **FIVE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$538,000.00)**, (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those set forth in this Agreement are performed at Special Counsel's risk and without authorization under the Agreement.

- ii. 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.

5. **STATEMENT OF SERVICES RENDERED:** The Special Counsel shall submit to the City a monthly invoice describing all services rendered and costs incurred by Special Counsel under this Agreement for the period covered by said invoice in such format as designated by the City Attorney or his designated representative. Each such invoice shall contain at least the following information: the date and nature of the services rendered, the name and position of the provider of such service, the amount of time, in hours and tenths or fractions of hours, attributable to each such service, and the total number of hours billed to the City for the period covered by the invoice. All invoices shall reference the Contract Control number of this Agreement as designated below on the City's signature page (the "Contract Control Number"). The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Special Counsel. Any questions regarding the eligibility of an expense must be resolved in writing by the City prior to the incurrence of such expense by Special Counsel. A partner of the Special Counsel shall verify the monthly invoice.

Invoices are confidential attorney-client privileged documents and shall remain as such until and unless otherwise directed by the City Attorney. The City shall use its best efforts to pay invoices within thirty (30) days of receipt.

The Special Counsel shall attach to all invoices and billings provided hereunder a completed copy of the Invoice Review document, a blank copy of which is attached as Appendix 1 and incorporated by reference. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Special Counsel.

6. **STATUS OF SPECIAL COUNSEL:** The status of the Special Counsel under this Agreement shall be that of licensed attorneys at law, providing professional legal services to the City under this Agreement, and neither Special Counsel nor its agents or personnel shall be considered employees of the City for any purpose whatsoever.

7. **TERMINATION:** The City may terminate this Agreement at any time, with or without cause. Termination shall be subject to Court consent, if such consent is required. If the Special Counsel's services are terminated, it shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action.

8. **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 Special Counsel, 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.

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

10. **INSURANCE:**

a. **General Conditions:** Special Counsel 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. Special Counsel 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-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Contract Control Number. 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, Special Counsel shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail,

return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Contract Control Number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Special Counsel. Special Counsel 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 Special Counsel. The Special Counsel 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 — Workers' Compensation, Commercial General Liability, and Professional Liability:** Special Counsel shall provide a copy of this Agreement to its insurance agent or broker. Special Counsel may not commence services or work relating to the Agreement prior to placement of coverage. Special Counsel certifies that the certificate of insurance attached as **Exhibit A**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement with the exception of the Personal Automobile insurance requirement. 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 Special Counsel's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- c. Waiver of Subrogation:** For all coverages, Special Counsel's insurer shall waive subrogation rights against the City.
- 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 Special Counsel. Special Counsel 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. Special Counsel agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- e. Workers' Compensation/Employer's Liability Insurance:** Special Counsel 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. Special Counsel expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Special Counsel'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 Special Counsel executes this Agreement.

- f. Commercial General Liability:** Special Counsel 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. Professional Liability:** Special Counsel shall maintain professional liability limits of \$5,000,000.00 per claim and \$5,000,000.00 aggregate policy limit.
- h. Additional Provisions:**
 - i.** For Commercial General Liability, the policies must provide the following:
 - A.** That this Agreement is an Insured Contract under the policy;
 - B.** Defense costs are in excess of policy limits;
 - 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
 - B.** Special Counsel shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.
 - iii.** At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Special Counsel will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. DEFENSE AND INDEMNIFICATION

- a. Special Counsel agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to negligence in the performance of the work under this Agreement ("Claims"), unless such Claims shall have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any negligent acts or omissions of Special Counsel 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. Special Counsel'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. Special Counsel'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. Special Counsel will defend any and all Claims brought or threatened against City, and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Special Counsel under the terms of this indemnification obligation. The Special Counsel shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. **COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10101, et seq.

13. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to

pay under the City's prompt payment ordinance § 20-107, et seq., of the Denver Revised Municipal Code (D.R.M.C.). The Special Counsel shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

15. INUREMENT; The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

17. NO AUTHORITY TO BIND CITY TO CONTRACTS; The Special Counsel lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

18. SEVERABILITY; Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

19. CONFLICT OF INTEREST:

- a.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Special Counsel shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- b.** Special Counsel acknowledges that it and its attorneys are bound by the Colorado Rules of Professional Conduct applicable to Colorado attorneys, including without limitation Rule 1.7, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Special Counsel represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Special Counsel by placing the Special Counsel's own interests, or the interests of any party with whom the Special Counsel has a professional relationship or contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Special Counsel written notice describing the conflict.

20. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Special Counsel at the address first above written, and if to the City at:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, CO 80202

With a copy to:

Daniel S. Reimer
Assistant General Counsel
Denver City Attorney's Office
Airport Legal Services Section
8500 Peña Blvd., #9810
Denver, CO 80249

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

21. FEDERAL PROVISIONS: This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future contracts between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the City's Municipal Airport System. The provisions of the attached Federal Appendix A are incorporated herein by reference.

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

- a. This Agreement is subject to D.R.M.C. Division 5 of Article IV of Chapter 20, and any amendments (the "Certification Ordinance").
- b. The Special Counsel certifies that:
 - i. 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.
 - ii. It will participate in the E-Verify Program, as defined in § 8 1 7.5- 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 Special Counsel also agrees and represents that:
 - i. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - ii. It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Special Counsel that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - iii. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Special Counsel 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.

- v. 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 Special Counsel will also then 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.
- vi. 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 Special Counsel is liable for any violations as provided in the Certification Ordinance. If Special Counsel 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 Special Counsel 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 Special Counsel from submitting bids or proposals for future contracts with the City.

23. DISPUTES: All disputes between the City and Special Counsel arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), et seq. For the purposes of that administrative procedure, the City official rendering a final determination shall be the City Attorney.

24. 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, Denver 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.

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Special Counsel 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 Special Counsel shall insert the foregoing provision in all subcontracts.

26. COMPLIANCE WITH ALL LAWS: Special Counsel shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

27. LEGAL AUTHORITY: Special Counsel represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Special Counsel represents and warrants that he has been fully authorized by Special Counsel to execute the Agreement on behalf of Special Counsel and to validly and legally bind Special Counsel to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Special Counsel or the person signing the Agreement to enter into the Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. INTELLECTUAL PROPERTY RIGHTS: The City and Special Counsel intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software,

data, products, ideas, inventions, and any other work or recorded information created by the Special Counsel and any subcontractor hereunder and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Special Counsel shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Special Counsel and any subcontractor hereunder (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement Nossaman, LLP, 201629808-00 14 and will continue to be enforceable. Without limiting the generality of this provision, the Special Counsel's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS
COUNTERPARTS OF THE AGREEMENT: Special Counsel 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. The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

34. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

35. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments will be, binding upon the parties and their successors and assigns.

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Special Counsel shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs.

[Signatures appear on the following pages.]

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: ATTNY-201842194-00

Contractor Name: NOSSAMAN LLP

By: 

Name: Yukiko Kojima
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Consultant, and the term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 1. OUTSIDE COUNSEL/PROFESSIONAL SERVICES INVOICE REVIEW
 (TO BE COMPLETED BY OUTSIDE COUNSEL/PROFESSIONAL SERVICES PROVIDER AND ATTACHED TO ALL
 BILLINGS)

Name of Firm: _____

Billing Attorney/Party: _____ For Services Rendered In (Month): _____

Date Invoice sent: (1) _____ City Attorney's Office Supervising Attorney/Manager: _____

Matter: _____ Invoice No. _____

Contract No.: _____ Contract Expiration Date: _____

___ 1. **CONTRACT BILLING STATUS**

BILLINGS	FEES	DISBURSEMENTS/EXPENSES	TOTAL
Contract Cap Amt.			
Invoice Amts. to Date:			
Current Invoice Amt.			
Balance Remaining:			

___ 2. **EFFECT OF CURRENT INVOICE ON CONTRACT CAP:**

Within 15% of Contract Cap? Yes ___ No ___

___ 3. Please provide the anticipated billings (for services) for the next two months.

Amounts: \$ _____ and \$ _____.

___ 4. Have there been any developments that call for review of the project work plan or indicate the need to amend the contract cap amount? Yes ___ (2) No ___

___ 5. Have there been any changes in hourly rates or disbursement charge rates since the last invoice?

Yes ___ (2) No ___

___ 6. Did you submit documentation for items over \$500?

	Yes	No (2)	N/A	Name of Authorizing Party
Outside Photocopying	___	___	___	
Computer Research (Lexis/Nexis/Westlaw)	___	___	___	
Other (2) _____	___	___	___	

Signature of Firm's Billing Attorney/Party: _____ Date: _____

Section below to be completed by CAO Supervising Attorney/Manager

Date Form Reviewed	\$ _____ OK to pay	Signature
--------------------	-----------------------	-----------

(1) Please provide explanation if invoice is sent after 15th of month following services.

(2) Please explain.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2018

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.

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.

PRODUCER: Narver Insurance, 641 W. Las Tunas Drive, PO Box 1509, San Gabriel, CA 91778-1509, Wesley G. Hampton. CONTACT NAME: April Aguirre, PHONE: 626-943-2200, FAX: 626-299-1010, E-MAIL ADDRESS: aaguirre@narver.com. INSURER(S) AFFORDING COVERAGE: Lloyd's of London, NAIC #: 15792.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

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

LAW OFFICE. CLAIMS MADE POLICY - RETROACTIVE DATE: FULL PRIOR ACTS FOR PROOF OF COVERAGE ONLY. SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS. 10 DAY NOTICE OF CANCELLATION IN THE EVENT OF A NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER: City And County Of Denver, Attn: Risk Management, Ste 8810, Manager of Aviation, 8500 Pena Boulevard, Denver, CO 80249. 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: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

6/7/2018

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).

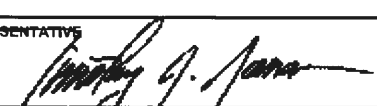
PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Vigilant Insurance Company</td> <td>20397</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Vigilant Insurance Company	20397	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1358311 Nossaman LLP 777 South Figueroa Street, 34th Floor Los Angeles CA 90017														

COVERAGES NOSSA01 **CERTIFICATE NUMBER:** 14161710 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	35767154	11/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	Y	70205924	11/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71643605	5/1/2018	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 The City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Notice of cancellation applies per attached letter or endorsement(s).

CERTIFICATE HOLDER 14161710 CITY AND COUNTY OF DENVER Attn: Risk Management, Suite 8810 Manager of Aviation Denver International Airport 8500 Pena Boulevard Denver CO 80249	CANCELLATION See Attachments 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 
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Liability Insurance

Endorsement

Policy Period 11/1/2017 - 10/1/2018

Effective Date 11/1/2017

Policy Number 35767154

Insured **Nossaman LLP**

Name of Company Vigilant Insurance Company

Date Issued 11/1/2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Who Is An Insured

Scheduled Person Or
Organization

Under Who Is An Insured, the following provision is added:

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

PERSON OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY BUT THEY ARE "INSUREDS" ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN "INSURED".

Liability Endorsement
(continued)

HOWEVER, NO PERSON OR ORGANIZATION IS AN "INSURED" UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Conditions
(continued)

*Transfer Or Waiver Of
Rights Of Recovery
Against Others*

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



June 7, 2018

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Pena Boulevard Denver, CO 80249

Re: Notice of Cancellation Clause

To Whom It May Concern:

As a service to our valued client, Lockton will provide at least thirty (30) days notice of cancellation to the certificate holder listed on the attached Acord 25 certificate of insurance should any of the policies described on the attached certificate be 1) cancelled by the insurer, other than for non-payment of premium (10 day notice for non-payment/non-reporting), and 2) cancelled more than 30 days prior to the expiration date of the policy (if such cancellation occurs less than 30 days prior to expiration, Lockton will provide as much prior notice as practicable).

If notice is mailed, proof of mailing notice to the certificate holder to the postal mailing address as shown in the schedule will be sufficient proof of notice.

Thank you and please contact our office if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "David Burgos".

David Burgos
Assistant Vice President
Lockton Insurance Brokers

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 5/1/2018 at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. 71643605 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)
issued to NOSSAMAN LLP

Endorsement No.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce [] our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00% of total California premium.

Schedule

Person or Organization
BLANKET WAIVER - ANY PERSON OR
ORGANIZATION FOR WHOM THE NAMED
INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER

Job Description
ALL CALIFORNIA OPERATIONS

WC 99 03 04 (Ed. 7-08)

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown In the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership, joint venture or limited liability company;
- (b) That is an "insured" under any other automobile policy;
- (c) That has exhausted its Limit of Insurance under any other policy; or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

- (a) You executed the "insured contract" or written agreement; or
- (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE EXCLUSION 5.- FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE- ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE Paragraph A. 4. - COVERAGE EXTENSIONS of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor; and
- (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You;
- 2. Any of your "employees" or agents; or
- 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured", However, such person or organization is an "insured" only:

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANYONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as slated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3.

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.
- We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations Indicate that Collision Coverage is provided for any covered "auto."
- 6. RENTAL AGENCY EXPENSE**
Paragraph A 4. - COVERAGE EXTENSIONS - of

c. An integral part of such equipment.

10. GLASS REPAIR- WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of -SECTION III PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE - of SECTION III- PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUITOR LOSS Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUITOR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.
- Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The Insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

combined.

7. EXTRA EXPENSE - BROADENED COVERAGE Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a.-EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT- BROADENED COVERAGE Paragraph B.4. - EXCLUSIONS - of SECTION III- PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 Is the most we will pay for "loss" in anyone "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss". To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES Paragraph B.5.- OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this Insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO- COVERAGE TERRITORY

Paragraph B.7.e. (1) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish as a result of the "bodily injury" sustained by that person.

13. WAIVER OF SUBROGATION

Paragraph A.S. - TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO
CONDITIONS is Deleted and replaced with the following:

Form: 16-02-0292 (Rev. 4-11)

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Page 3 of 3

**CITY AND COUNTY OF DENVER
DENVER INTERNATIONAL AIRPORT (DEN)
GREAT HALL PROJECT**

Legal Services Budget: July 1, 2018 – June 30, 2022

Nossaman LLP

April 26, 2018

TOTAL BUDGET: \$538,000

Year 1 (July 1, 2018 – June 30, 2019):

Quarter 1

July 01, 2018 - September 30, 2018

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the Development Agreement (DA) during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend in-person meetings as requested by DEN.

Quarter 2

October 01, 2018 - December 31, 2018

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 3

January 01, 2019 - March 31, 2019

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 4

April 01, 2019 - June 30, 2019

Total Budget: \$36,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents. Without limiting the foregoing, analyze and document Developer's satisfaction of conditions precedent to Functional Area Readiness for the first set of Functional Areas.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Year 2 (July 1, 2019 – June 30, 2020):

Quarter 1

July 01, 2019 - September 30, 2019

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend in-person meetings as requested by DEN.

Quarter 2

October 01, 2019 - December 31, 2019

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 3

January 01, 2020 - March 31, 2020

Total Budget: \$36,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents. Without limiting the foregoing, analyze and document

Developer's satisfaction of conditions precedent to Functional Area Readiness for the second set of Functional Areas.

- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 4

April 01, 2020 - June 30, 2020

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Year 3 (July 1, 2020 – June 30, 2021):

Quarter 1

July 01, 2020 - September 30, 2020

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend in-person meetings as requested by DEN.

Quarter 2

October 01, 2020 - December 31, 2020

Total Budget: \$36,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents. Without limiting the foregoing, analyze and document Developer's satisfaction of conditions precedent to Functional Area Readiness for the third set of Functional Areas.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 3

January 01, 2021 - March 31, 2021

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 4

April 01, 2021 - June 30, 2021

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Year 4 (July 1, 2021 – June 30, 2022):

Quarter 1

July 01, 2021 - September 30, 2021

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend in-person meetings as requested by DEN.

Quarter 2

October 01, 2021 - December 31, 2021

Total Budget: \$45,000

Work Description:

- Assist in the implementation of the DA during the design and construction phase and ramp-up of operations and maintenance phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents. Without limiting the foregoing, analyze and document Developer's satisfaction of conditions precedent to Functional Area Readiness for the final set of Functional Areas and Project Substantial Completion.

- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 3

January 01, 2022 - March 31, 2022

Total Budget: \$24,000

Work Description:

- Assist in the implementation of the DA during the operations and maintenance phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Quarter 4

April 01, 2022 - June 30, 2022

Total Budget: \$21,000

Work Description:

- Assist in the implementation of the DA during the operations and maintenance phase, including providing legal analyses of DA-related issues that may arise during the course of implementation and assisting with the review and preparation of related correspondence and documents.
- Participate in weekly conference calls with DEN project team. Attend meetings as requested by DEN.

Contingency: \$100,000

- The cost of any additional legal services that may be required in connection with issues or events outside of the ordinary course of implementation, such as any Refinancing, material renegotiation/amendment(s) of the Contract Documents, material Dispute(s)/Claim(s), or any Owner Default, Developer Default or related termination.

LIST OF ATTORNEYS AND RATES:

The attorneys primarily responsible for providing the legal services described above are:

Patrick D. Harder	\$690.00
Yukiko Kojima	\$610.00
Barney Allison	\$740.00
Shant Boyajian	\$370.00

The rates set forth above are for July 1, 2018 – June 30, 2019, and are subject to an annual increase of up to 5%.

We may also involve other attorneys if appropriate and efficient, at rates consistent with those of the attorneys set forth above.