

A G R E E M E N T

THIS AGREEMENT is made and entered into as of the date set forth on the City's signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, through and on behalf of its Department of Aviation (the "City"), and **CONTRACTOR**, Sasaki Associates, Inc. (the "Consultant"). **WITNESSETH:**

WHEREAS, the City owns, operates, and maintains Denver International Airport ("DEN" or the "Airport"); and

WHEREAS, the City desires to obtain professional planning services to deliver the Airport a land use plan that will meet the requirements of the DEN Real Estate program (the "DEN Real Estate Land Use Plan"); and

WHEREAS, the City solicited and received proposals for such services and the Consultant's proposal was selected; and

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

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. LINE OF AUTHORITY:

The Airport's Chief Executive Officer, her designee or successor in function (hereinafter referred to as the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described in this Agreement to the Airport's Executive Vice President of Revenue ("EVP") as the CEO's authorized representative. The EVP authorizes the Senior Vice President of DEN Real Estate ("Project Manager"), for the purpose of administering, coordinating, and approving work under this Agreement. The Consultant shall submit its reports, memoranda, correspondence, and submittals to the Project Manager. The CEO and the EVP may change this delegation of authority at any time upon notice to the Consultant.

2. PROFESSIONAL SERVICES:

A. General: The Consultant will provide planning services and complete a land use plan for the Airport that meets the requirements of the DEN Real Estate program, as described in the attached **Exhibit A** ("Scope of Work") when and as instructed in writing from the EVP by a "Task Order," in accordance with schedules and budgets to be set by the City.

B. Professional Responsibility: The Consultant shall furnish all of the technical, administrative, professional, and other labor; all supplies, and materials,

equipment, printing, vehicles, travel, office space, and facilities or other resources required to perform the services, complete all work, and produce all deliverables described and set forth in the Agreement, including the attached Exhibit A, and all other exhibits, Task Orders, appendices, and attachments to this Agreement”

3. COMPENSATION AND PAYMENT; MAXIMUM CONTRACT AMOUNT:

A. Fees: The City will authorize the Consultant to complete specific services described in **Exhibit A** by means of written Task Orders. The City agrees to pay and Consultant agrees to accept as full and complete compensation therefore, a sum determined by the City. Before providing services under a Task Order, Consultant will submit to the Project Manager a complete description of the proposed services, an estimated maximum cost of the services and a schedule of billing rates for the services consistent with the rates set forth in **Exhibit B**. Upon acceptance and approval by the City of the services, the specific services shall be memorialized in the form of a written Task Order signed by the Consultant and the EVP.

B. Maximum Contract Amount: Notwithstanding any agreement to pay fees as set forth in **Exhibit B**, the City’s maximum payment obligation will not exceed \$3,000,000.00 the “Maximum Contract Amount”. The City is not obligated to execute an Agreement or any amendments for any further services performed by Consultant beyond those specifically described in or requested in accordance with **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.

C. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the City and County of Denver, 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.

D. Payment Schedule / Invoicing: Subject to the Maximum Contract Amount set forth at section 3.B. of this Agreement, Consultant’s fee shall be paid in the following manner:

- i. Hourly Billing Rates: The Consultant shall be paid a fee for its services as set forth in **Exhibit B**.
- ii. Expenses: To the extent not addressed on **Exhibit B** and subject to receipt by the City of acceptable monthly invoices and supporting documentation from the Consultant, expenses incurred in connection with its work under this Agreement shall be reimbursed at cost. All reimbursable travel shall have the prior written approval of the Project Manager, and be related to and in furtherance of the purposes of Consultant’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. Sleeping accommodation costs are limited to a reasonable amount, taking into account costs of alternate facilities in the location and other relevant factors. Reimbursement for meals and incidentals is limited to the per diem allowed by the City's fiscal accountability rules. 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 personal convenience.

iii. Invoices: Payments for each Task Order shall be based upon monthly progress invoices and receipts submitted by Consultant that have been audited and approved by the City in accordance with **Exhibit B**, and this Section 3.D., as follows:

(1) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by the City, at City request.

(2) The amounts shown on the invoices shall comply with and clearly reference the Scope of Work, the hourly rate, a multiplier where applicable, and allowable reimbursable expenses, if any.

(3) Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(4) The signature of an officer of Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

The City reserves the right to reject and not pay any invoice or part thereof where the EVP determines that the amount invoiced exceeds the amount that should be paid based upon the work that has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. §5-17.

iv. Carry Over and Carry Back. If the Consultant's total fees for any portion of the work described above shall be less than the amount budgeted in a Task Order for such work, then the amount by which the budget exceeds the fee may be used, with the written approval of the EVP, to pay fees for additional and related services rendered by the Consultant, if in the EVP's judgment such additional fees are reasonable and appropriate.

- v. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the EVP determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance, in accordance with the billing rates set out in **Exhibit B** and memorialized in a Task Order signed by the Consultant and the EVP. The total amount of fees and reimbursable expense costs for Additional Services shall not in any event cause this Agreement to exceed the Maximum Contract Amount set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Amount.

E. Prompt Payment Ordinance: The City shall process all invoices for payment received from the Consultant on a timely basis in accordance with Denver's Prompt Payment Ordinance, Section 20-107 *et seq.* of the Denver Revised Municipal Code. The City shall not be liable for the payment of taxes, late charges, or penalties except as expressly provided in the Prompt Payment Ordinance.

F. Source of Funds: All payments under this Agreement shall be paid from Airport Revenue Fund.

4. KEY PERSONNEL ASSIGNMENTS:

A. All key professional personnel identified in the Scope of Work, Exhibit A, will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in Exhibit A will perform work under this Agreement, unless otherwise approved in writing by the Project Manager. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

B. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, he shall notify Consultant, and he may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Consultant that certain of its key personnel will not be retained on this project, Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure

to obtain the requisite approval shall be grounds for termination for cause in accordance with Section 16 B.

4. TERM:

The term of this Agreement shall commence on May 2, 2016 and shall terminate May 1, 2019 unless terminated earlier in accordance with this Agreement.

5. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby 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 the work performed under this Agreement ("Claims"), unless such Claims 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 the City for any acts or omissions of Consultant or its subcontractors.

B. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant has not been named as a Defendant.

C. Consultant will defend any and all Claims which may be 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 Consultant under the terms of this indemnification obligation. The Consultant 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.

6. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** (Certificate of Insurance), which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance [ACORD form] which specifies the issuing company or companies, policy numbers and policy periods for each required form of

coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, and 8500 Peña Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

7. COLORADO GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City and County of Denver, its officers, officials and employees.

8. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and ordinance.

9. SUBCONSULTANTS AND SUBCONTRACTORS:

A. Although the Consultant may retain, hire, and contract with outside subconsultants, the use of any subconsultants not expressly identified in Consultant's proposal shall require the prior written consent of the CEO or her authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the CEO. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Consultant's represented professional qualifications are a material consideration to the City in entering into this Agreement, the CEO shall have the right to reject any proposed outside subconsultant or subcontractor deemed by her, in her sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them.

10. ASSIGNMENT:

The Consultant covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the CEO. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent of the CEO shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of said CEO.

11. INSPECTION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further

agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Consultant agrees that until the expiration of three years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO or City Auditor or their representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving transactions related to this Agreement, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

12. INFORMATION FURNISHED BY CITY:

The City will furnish to the Consultant available information concerning the Airport and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant. Consultant agrees to execute and abide by a nondisclosure agreement substantially which will be issued in Task Order 1.

13. COLORADO OPEN RECORDS ACT:

The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 *et seq.*, and the Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

14. STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR:

A. It is understood and agreed by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.(E)(x) of the Charter of the City, and it is not intended nor shall it be construed that the Consultant, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

B. The Consultant shall have no authority to act on behalf of the City or to perform management decisions of the City, other than as expressly provided in this Agreement. The Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

15. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If this Agreement is terminated by the Consultant, or if this Agreement is terminated by the City for cause, the Consultant shall be compensated for, and such compensation shall be limited to payment for the services associated with accepted work product and the reasonable value of such work product, less any damages caused to City. At the discretion of the CEO, Consultant may further be compensated for the cost of any work which the CEO approves in writing which she determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Consultant, the Consultant shall be compensated for accepted work product and compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. This paragraph specifically excludes any software licenses, and the rights granted to the City thereunder, shall, upon termination, cease and the software programs shall be uninstalled and returned to Consultant or destroyed.

D. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

E. The Consultant has the right to terminate this contract with or without cause by giving not less than thirty (30) days prior written notice to the City.

16. NOTICES:

Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement and other notices of similar importance shall be made:

by Consultant to: Chief Executive Officer of the Department
of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: _____

17. NO WAIVER OF RIGHT:

No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City or the Consultant a waiver of any succeeding or other breach.

18. ADMINISTRATIVE HEARING:

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in the Denver Revised Municipal Code §5-17. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

19. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

20. CONFLICT OF INTEREST:

The Consultant agrees that it will not knowingly engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all known current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement for convenience in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to the City.

21. TAXES AND COSTS:

The Consultant shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City. If the City is exempt from the payment of such sales or use taxes, the City shall promptly, upon the execution of this Agreement, notify and provide to Consultant a tax-exempt certificate.

22. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of the City and County of Denver.

COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

A. Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 12, "Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or

arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

23. OWNERSHIP OF WORK PRODUCT:

All plans, drawings, renderings, models, photography, reports, other submittals, materials and other documents submitted to the City or its authorized agents by Consultant shall, upon payment to Consultant of all undisputed fees due in accordance with the terms of this Agreement, become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. Consultant shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

24. ADVERTISING AND PUBLIC DISCLOSURES:

Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager, any member or members of City Council, and the Auditor.

25. NO THIRD PARTY BENEFICIARIES:

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that subconsultants and any other person other than the City or the Consultant receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

26. ADVERTISING AND PUBLIC DISCLOSURES:

The Consultant shall not reference this Agreement or its work hereunder in marketing or public relations materials without first obtaining the written approval of the CEO, which approval will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings, and technical data which have been submitted to the Project Manager for review and approval. The Project Manager shall review and either reject, modify, or approve submittals in a timely manner so that the Scope of Work is not

adversely affected. Nothing herein shall preclude the transmittal by the City of any information to officials of the City, including without limitation, the Mayor, the CEO, member, or members of City Council, or the Auditor.

27. OWNERSHIP OF WORK PRODUCT:

The City may, without restriction, make use of materials and documents created by Consultant and/or submitted to the City by the Consultant under this Agreement. The product of any custom development work performed by the Consultant specifically for the City shall become the sole property of the City upon payment to Consultant of all undisputed fees due in accordance with the terms of this Agreement.

28. PROHIBITION AGAINST EMPLOYMENT OF UNDOCUMENTED WORKERS TO PERFORM WORK UNDER THIS AGREEMENT:

A. The Agreement is subject to C.R.S. §8-17.5-102 and the Denver Revised Municipal Code §20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an undocumented worker who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in C.R.S. § 8-17.5101(3.7), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Consultant also agrees and represents that:

- (1) It shall not knowingly employ or contract with an undocumented worker to perform work under the Agreement.
- (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an undocumented worker to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and

it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

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

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

29. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements 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 Airport.

30. BOND ORDINANCES; GOVERNING LAW; VENUE:

This Agreement shall be deemed to have been made in, and construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to the Airport's General Bond Ordinance any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

31. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS:

The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the

City's barring the Consultant and Consultant's agents from City facilities or participating in City operations.

32. CITY SMOKING POLICY:

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 25 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 *et. seq.*, the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

33. ENTIRE AGREEMENT:

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those which are expressly reserved herein to the CEO, shall be valid unless they are contained in an instrument which is agreed to and signed by all the parties with the same formality as this Agreement.

34. SEVERABILITY:

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

35. HEADINGS:

The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

36. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Articles 1 through 40, which precede the signature page, and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A: Scope of Work
Exhibit B: Schedule of Rates and Fees
Exhibit C: Certificate of Insurance

In the event of an irreconcilable conflict (i) between a provision of Articles 1 through 46 and any of the listed exhibits or attachments or (ii) between provisions of any exhibits or attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Articles 1 through 40 hereof
Exhibit A
Exhibit B
Exhibit C

37. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver. This Agreement may be signed electronically by either party in the manner specified by the City.

38. LIMITATION OF LIABILITY.

Notwithstanding anything else in this contract (including its attachments) to the contrary, the liability of the Consultant on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to Consultant under the Contract. In no event shall Consultant be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

39. MANAGEMENT DECISIONS.

The City acknowledges and agrees that Consultant's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the City. The Consultant will not perform management functions or make management decisions for the City.

40. THIRD PARTY USAGE.

Any advice, recommendations, information, deliverables or other work product provided to the City under this Contract is for the sole use of the City, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Contract, the City will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Consultant's prior written consent.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-201524391-00

Contractor Name: SASAKI ASSOCIATES INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of May 13, 2016.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B Hancock
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By Kirsten J Crawford
Kirsten J Crawford, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: PLANE-201524391-00

Contractor Name: SASAKI ASSOCIATES INC

By:  _____

Name: Stacy Rescoe
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By:  _____

Name: LACHLAN HUNTER HICKS
(please print)

Title: ASSOCIATE
(please print)



EXHIBIT A

Denver International Airport On-Call Land Planning Consultant's Scope of Services

Project Manager: John T. Potts

BACKGROUND

The Consultant(s) will provide professional consulting services in the general planning subject areas identified below. The Consultant(s) will be responsible to comply with DEN standards, policies, procedures and Project Plan(s). The proposed planning services will be provided on a task-based On-Call services agreement.

This professional services planning and urban design project will result in the Master Plan. This land plan will create recommendations for future streets, blocks, building footprints and heights, along with public and open space for developable land at DEN. This land plan (spatial plan) will determine how much space there is for buildings, and ultimately an overall urban design vision for 9,400 acres of developable land identified at DEN for aeronautical & non-aeronautical use. This land plan builds upon two previous plans conducted during Phases 1 & 2.

OBJECTIVES

DEN Real Estate development must first and foremost protect, enhance and optimize the operations and economics of the Airport, and it must develop a sustainable land use plan regarding environmental, social and financial sustainability initiatives. DEN and the Consulting team will develop a coordinated implementation strategy and clear guiding plans and principles based on a collaborative working relationship among the City and County of Denver, the Federal Aviation Administration (FAA) and the multiple surrounding landowners and jurisdictions.

Given these parameters, it is critical to have a *multidisciplinary approach* that may require sub-consultants from specialized fields such as historic preservation, demography, sociology, traffic and transportation, environmental planning and economic development. The Consultant will create a comprehensive urban design vision for developable DEN land. This land plan will focus on spatial pattern and distribution of land uses and resources; this includes density, diversity and design of physical massing.

CONSULTANT TEAM

In collaboration, SASAKI has gathered a multi-disciplined team of experts to perform the defined Scope of Services (SASAKI and the various consultants are referred to as the "Consultant Team"). The Consultant Team will be managed by SASAKI and may be changed over time, with the approval of the Client. The initial members of the Consultant Team include:

- SASAKI (prime consultant and multiple roles on Consultant Team)
- VHB Aviation Planning
- HR&A Economic Consultants
- Matrix Design Group
- Peter Park
- HDR Local Transportation Planning
- PGAL Rental Car Facility Expert

EXHIBIT A

SCOPE OF SERVICES GUIDELINES (to be defined by Task Order with details to be further discussed)

To include but not be limited to:

- Development of goals and objectives and related performance metrics
- Visioning Charrette(s)
- Review existing data from previous studies and conduct a gap analysis
- Development strategy framework
- Formulation and evaluation of land plan elements including nodal development and Transit Oriented Development (TOD) concepts
- Assessment and planning of enabling infrastructure including utilities and roadways
- Entitlement requirements
- Clear Zone development planning
- Development and assessment of land use plan alternatives
- Urban Design
- Preparation of Land and Infrastructure Plans
- Estimation and assessment of development costs, financial feasibility and financial implementation planning
- Reports, drawings, renderings, 3D models, presentations and documentation of work products
- Coordination with DEN on-going aeronautical master planning efforts in areas of overlap

Organizing Principles may include:

- Aviation
- Development Nodes
- Roadway Networks and Circulation
- Utilities and Other Infrastructure
- Landscape
- Market Research/Analyses
- Sustainability
- Urban Design

TASK ORDERS

The On-Call Land Plan will be divided into three (3) general Task Orders:

- Task Order 1: Plan Development.
- Task Order 2: Plan Refinement
- Task Order 3: Final Plan and Close-out

It is expected that Task Order work will be authorized in accordance with the Sub-Tasks. It is also expected that budgets within the Sub-Tasks may be reallocated within the limits of the Task Order Scope of Work and Fee to accommodate changes in the progression of the Project.

EXHIBIT A

ADDITIONAL TASKS

The project study team may also provide assistance in other DEN Real Estate planning work, in the form of an additional service. The following are services that may be requested at the direction of DEN staff or other consultants and contractors including, but not limited to:

- Design Guidelines
- Assistance for marketing materials (including web design)
- Site Development Plan preparation
- Financial modeling and pro forma development
- Entitlement process streamlining and strategies
- NEPA coordination-DEN airport staff and the Federal Aviation Administration (FAA)
- Transportation planning and analyses
- Landscape master planning and guidelines
- Individual site development phasing
- 3D Models in addition to those requested in Task Order
- Interactive 3D Models

COORDINATION AND OUTREACH

Consultant(s) may be required to organize, attend and provide materials and presentations at meetings or other outreach as may be requested to:

- Mayor and City Council
- DEN Leadership Team
- DEN Management Advisory Committee (d.mac)
- Federal Aviation Administration and other Federal agencies
- Colorado Department of Transportation and other state agencies-Colorado Aerotropolis Visioning Study
- Denver Regional Council of Governments and other regional agencies-Metro Vision 2040
- Major airport stakeholders
- Local municipal and county governments
- Adjacent landowners
- The general public and elected officials

PROGRESS OR REVIEW MEETINGS

DEN's Project Manager schedules progress meetings. It is the intent that these meetings be active design work sessions with all stakeholders participating in the process. The meetings shall be recorded by the Consultant in meeting minutes. Consultant shall record all comments made by the reviewers as part of the meeting minutes and submit said minutes for review.

DELIVERABLE(S)

The DEN Land Planning Project work will be documented by a Master Plan and it is expected that this will be a document that will evolve through multiple outlines and drafts during the performance of the Task Order Scope of Services. The individual work items identified in the Scope of Services will be the supporting material and foundation for this Plan.

EXHIBIT A

ACCEPTANCE OF DELIVERABLE(S)

The DEN Project Team will have twenty (20) working days to complete its review of the deliverables. DEN will accept or reject the deliverables in writing. In the event of the rejection of any deliverable, the Consultant shall be notified in writing by DEN's Project Manager (or designee) giving the specific reason for the rejection. The Consultant will have ten (15) working days to correct the rejected deliverable and return it to the DEN Project Team.

TASK ORDER 1- PLAN DEVELOPMENT

SUB-TASKS

The Consultant responsibilities include the following sub-tasks:

TASK ORDER 1: PLAN DEVELOPMENT	
Sub-Task	Deliverable(s)
<p>A. ON-BOARDING AND ASSESSMENT</p> <ul style="list-style-type: none"> • On-boarding. All phases will commence with an “On-Boarding” meeting that will layout the expectations for that Task Order. These meetings are expected to be constructive exchanges of information and ideas. Periodic progress meetings shall be conducted throughout the Task Order. • Review existing materials and regulatory requirements. DEN to provide materials to Consultant team. • Site visit and tour. Probably a four to five hour effort. The tour will be conducted by members of DEN from AIM & Real Estate. • Conduct interviews with the DEN Project Team to understand the mission and measureable goals. • Conduct interviews with DEN subject matter experts (SME) Meet with in-house Landside Engineering and Environmental Services to understand utilities, roadways and rail 	<ol style="list-style-type: none"> 1. Gap Analysis Draft Report (regulatory analysis, existing conditions survey and documentation) 2. Recommendations to frame Visioning Session 3. Meeting Minutes
<p>B. VISIONING</p> <ol style="list-style-type: none"> 1. Visioning Session. Two (2) day charrette to develop vision, mission and measurable goals for the Land Plan. Work product should have loose definition of lands in the future and tighter definition through 2025. 	<ol style="list-style-type: none"> 1. Visioning Document A report of Consultant’s understanding of the project scope and goals that also includes findings and recommendations moving forward. 2. Meeting Minutes

TASK ORDER 1- PLAN DEVELOPMENT

<p>C. ESTABLISH DEFINED SCOPE OF WORK AND SCHEDULE FOR TASK ORDER 1</p> <ul style="list-style-type: none"> • Project Intent, Principles and Goals • Scope of Study • DEN Standards and Needs • Budget • Project Data • Schedule • Progress Meetings • Clarify Task Order 1 Deliverable(s) • Review Comments and Consultant Response • Acceptance 	<ol style="list-style-type: none"> 1. Task Order 1 Scope of Work and Schedule 2. Meeting Minutes
<p>D. INVENTORY AND ANALYSIS</p> <p>Consultant shall examine DEN's ecological, microclimatological, urban design, historical, market, energy consumption, zoning and regulatory characteristics, as well as concerns of pertinent community-based groups and jurisdictional entities as they relate to the plan and any existing or proposed structures/infrastructure. This requires broad data collection and evaluation to assess the long-term impacts such data would have upon the ultimate planning and design recommendations generated. Planners shall conduct their inventory to best synthesize data into planning and design issues. These issues must be prioritized to guide and recommended development options.</p>	<ol style="list-style-type: none"> 1. Gap Analysis Final Report 2. Inventory and Analysis Report 3. Meeting Minutes
<p>E. PROGRAMMING</p> <p>Consultant will investigate the known and anticipated growth needs of DEN in the years covered by the Plan.</p>	<ol style="list-style-type: none"> 1. Proposed Program <ul style="list-style-type: none"> • Inventory of Land and Assets • Anticipated Economic Growth or Diminishment • Adjacency requirements • Open Space Recommendations • Infrastructure Needs • Environmental Parameters • Energy Requirements and Recommendations 2. Meeting Minutes



EXHIBIT B: SCHEDULE OF RATES AND FEES

The following hourly billing rates are the average for each classification. Actual rates may vary by individual. Individual rates for the team members are included on the invoice to the client when the team members have been identified.

classifications	rates
Principals	\$195 to \$350
Project Managers	\$85 to \$195
Project Designers	\$85 to \$195
Project Architects / Engineers / Landscape Architects / Planners / Interior Designers	\$85 to \$195
Project Staff	\$70 to \$85
Project Support Staff	\$55 to \$70

Additional team members may be added from time to time to meet requirements of the project and will be included on the invoice at the individual's rate as the services progress.

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201524391 – On Call Land Use Planning

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
---	---------------------

1. 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. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
-----------------------	---------

The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Professional Liability (Errors and Omissions)

Minimum Limits of Liability (In Thousands)

Per Claim	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Policies written on a claims-made basis must remain in force for three years extended reporting period in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. 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.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. 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.
6. For claims-made coverage, 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
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.