

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into on the date of the City's signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **MARSH USA, INC.**, a Delaware corporation, authorized to do business in the State of Colorado ("Consultant") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement (Contract No. 202054510) at Denver International Airport ("DEN") dated March 2, 2021, (the "Existing Agreement") to provide professional consulting and brokerage services to provide technical assistance and support related to the design, structure and implementation of an Owner Controlled Insurance Program for the construction projects, and such other work as may be requested at DEN;

WHEREAS, the City is using a new contract management software system, and as a result, the contract number for this Agreement is being changed from 202054510-01 to 202368296-01;

WHEREAS, the parties desire to amend the Existing Agreement as hereinafter set forth;

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

1. Article IV, Section A of the Existing Agreement, entitled "Term" is hereby amended and restated to read as follows:

"A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire eight (8) years from the Effective Date, unless terminated in accordance with the term stated herein (the "Expiration Date"). If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative."

2. Article V, Section A of the Existing Agreement, entitled "Maximum Contract Amount" is hereby amended and restated to read as follows:

"A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment or services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Thirty-Six Million Five Hundred Nine Thousand Five Hundred Eighty-Six Dollars and Zero Cents (\$36,509,586.00) ("Maximum Contract Amount"). Consultant shall perform the services on either an hourly rate basis or a lump sum basis up to the Maximum Contract Amount."

2. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here, and are hereby ratified and reaffirmed.

3. This First Amendment to Agreement shall not become effective or binding on the City until it is approved by the City Council if so required by the City's Charter, and it is fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: PLANE-202368296-01 / 202054510-01
Contractor Name: MARSH USA INC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202368296-01 / 202054510-01
MARSH USA INC

By: DocuSigned by:
Jacob Lorenz
A7F705ADF0D6477..._____

Name: Jacob Lorenz
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)