

## **SECOND AMENDMENT**

**THIS SECOND AMENDATORY AGREEMENT** ("Second Amendment") is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **MARSH USA LLC**, a Delaware company authorized to do business in the State of Colorado ("Consultant" or "Marsh") Party of the Second Part (collectively the "Parties").

**WHEREAS**, the City and Consultant entered into an Agreement (Contract number 202054510) dated March 2, 2021 which was subsequently amended on September 26, 2023 (Contract number 202368296-01) (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 ("ROCIP" or "Program") for construction projects, and such other work as may be requested at DEN; and

**WHEREAS**, this Program provides insurance, safety and loss control, and administrative support for DEN's major construction projects; and

**WHEREAS**, this Amendment increases ROCIP capacity due to additional construction projects being added; and

**WHEREAS**, Consultant not only provides professional services, but also the insurance premiums and Loss Fund amounts are paid through the Consultant as well; and

**WHEREAS**, this Second Amendment will address additional premium and fees for the Program's growth;

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

1. **EXISTING ARTICLE V COMPENSATION AND PAYMENT, Section A., "Maximum Contract Amount"** shall be deleted replaced with the following:

**"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 Fifty-Two Million Eight Hundred Nine Thousand Five Hundred Eighty-Six Dollars and Zero Cents (\$52,809,586.00) ("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. **EXISTING ARTICLE VI MWBE, WAGES AND PROMPT PAYMENT, Section C., "City Minimum Wage"** shall be deleted and replaced with the following:

**"C. Compliance With Denver Wage Laws.** To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be

paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

2. **EXISTING ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section B., "Non-Discrimination"** shall be deleted and replaced with the following:

**"B. No Discrimination in Employment.** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts."

3. **EXISTING ARTICLE VI. XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section I., "Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement"** shall be deleted.
4. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
5. This Second Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

**Contract Control Number:**  
**Contractor Name:**

PLANE-202577702-02 / LEGACY-202054510-02  
MARSH USA LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL****CITY AND COUNTY OF DENVER:**

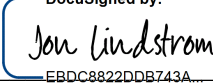
**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202577702-02 / LEGACY-202054510-02  
MARSH USA LLC

By:  \_\_\_\_\_  
EBDC8822DDB743A...

Name: Jon Lindstrom  
(please print)

Title: Managing Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)