

**FOURTH AMENDATORY
PROFESSIONAL SERVICES AGREEMENT**
(On Call Professional Services)

This **FOURTH AMENDATORY PROFESSIONAL SERVICES AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WILLIS TOWERS WATSON MIDWEST, INC.**, an Ohio corporation, authorized to conduct business in Colorado, whose address is 8400 Normandale Lake Blvd., Suite 1700, Bloomington, Minnesota 55437 (the “**Consultant**”), both of which may be individually referred to herein as a “Party” or jointly as the “Parties”.

RECITALS:

A. The Parties entered into a Professional Services Agreement (On-Call Professional Services) dated February 24, 2020, and a Revival and Amendatory Agreement dated February 16, 2021, Second Amendatory Professional Services Agreement dated April 9, 2023, and Third Amendatory Professional Services Agreement dated December 20, 2023 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Services, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase maximum contract amount, and add paragraph 37-Compliance with Denver Wage Laws.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **A.** entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **FIVE HUNDRED FIFTY-THREE THOUSAND DOLLARS AND 00/CENTS (\$553,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Consultant that Work Orders with Assigned Services Amounts totaling or approximating the Maximum

Contract Amount will be issued to or executed with the Consultant. Issued Work Orders or Work Order Changes shall not, individually or cumulatively, authorize the performance of Assigned Services for which the Assigned Services Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Consultant to verify that the total Assigned Services Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

2. Section 37 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is added to the Agreement as follows:

“**37. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Fourth Amendatory Professional Services Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: FINAN-202472298-04\201952931-04
Contractor Name: WILLIS TOWERS WATSON MIDWEST, 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

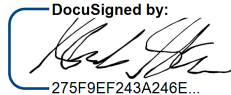
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202472298-04\201952931-04
WILLIS TOWERS WATSON MIDWEST, INC.

By:  _____
DocuSigned by:
275F9EF243A246E...

Name: Steve Steichen
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)