

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BIG COMPASS, LLC**, a Colorado limited liability company, whose address is 1624 Market St., #202, Denver, CO 80202 (the “Contractor”), collectively, the “Parties” and individually a “Party.”

RECITALS

The Parties entered into an Agreement dated March 2, 2023, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

The Parties wish to amend the Agreement to increase the maximum contract amount and update section 25 – Payment of City Minimum Wage.

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

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Subsection (4.4) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“4.4. Maximum Contract Amount:

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) (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 Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.”

2. Section 25 of the Agreement entitled “**PAYMENT OF CITY MINIMUM WAGE**” is hereby deleted in its entirety and replaced with:

“25. 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 Amendatory 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.

Contract Control Number: TECHS-202472070-01/TECHS-202366785-01
Contractor Name: BIG COMPASS, 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202472070-01/TECHS-202366785-01
BIG COMPASS, LLC

DocuSigned by:
Kapil Kumar
By: 62B81DD5BC024D8...

Name: Kapil Kumar
(please print)

Title: Co-CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)