

FIRST AMENDATORY AGREEMENT

This **FIRST AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BEAR COMMUNICATIONS, INC. d/b/a BEARCOM**, a California foreign corporation located at 4009 Distribution Dr Garland, Texas, 75041 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated November 14, 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, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, amend the scope of work, and insert paragraph 36 – Compliance With Denver Wage Laws.

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

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.4.1. subsumed under the heading “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED FOUR DOLLARS AND NO CENTS (\$1,165,904.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

2. Section 36 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby inserted into the Agreement and states:

“36. 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. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1 Scope of Work** and **A-1 Pricing**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1.

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

5. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: POLIC-202580926-01 / 202370624-01
Contractor Name: BEAR COMMUNICATIONS 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:

POLIC-202580926-01 / 202370624-01
BEAR COMMUNICATIONS INC

DocuSigned by:
Jaydin Goldenstein
4103E82425C3408...

By: _____

Jaydin Goldenstein

Name: _____
(please print)

Title: General Manager

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

STATEMENT OF WORK and PRICING

A. GENERAL DESCRIPTION:

Contractor shall perform upfitting services of vehicles in support of the Denver Police Department (DPD) Fleet.

The City will provide the majority of the parts and components that are needed for the upfitting process, however, Contractor will be expected to supply some components to complete the upfitting process (e.g., screws, wire as necessary, bolts, etc.)

- a) The use of the word “component” or “components” refers to any and all items that pertain to the installation of materials.
- b) The City shall deliver vehicle(s) and the majority of components from the City’s Fleet to Contractor, where the Contractor will proceed with all necessary upfits for each vehicle. Once completed, the Contractor will notify the City’s designated contact of completion. The Contractor will allow the City’s representative(s) to inspect the completed unit when requested. Upon upfit approval by the City, the City representative will pick-up the vehicle and the City may be invoiced. If not approved, City representative will identify the areas that need to be rectified and leave the vehicle for Contractor to address.
- c) No unnecessary (sound and unworn) parts shall be provided unless specifically ordered and/or requested by the City.

B. SPECIFIC INSTALLATION REQUIREMENTS:

All wiring added by the Contractor must be PVC or crosslink style wire that matches to color being spliced to. Standards for the automotive industry include those created by the Society of Automotive Engineers (SAE), the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), and the Recreational Vehicle Industry Association (RVIA). Contractor must follow these standards in upfitting these vehicles. All circuits that are spliced must be soldered and covered by heat shrink. All connections that terminate but are not connected must be covered by heat shrink. Any connection that ends in a ring terminal must be soldered with heat shrink or approved equal. Multi-link butt connectors or an approved equivalent. All hardware and fasteners must meet manufacturer minimum specifications or approved equal. Any changes, modifications or questions must be approved by the City representative before modifications may be accepted. Wiring diagrams, installation instructions and system component locations will be provided.

Contractor must have installers certified through a Sound-Off Signal and/or Whelen Engineering sponsored Blue-Print training program.

FULL DENVER POLICE MARKED BUILD/ DENVER SHERIFF MARKED BUILD

EXHIBIT A-1

- a) **Light bar and antenna(s) installation** – The lightbars, provided by the City, will be Sound-Off Signal or Whelen, for the up-fits. The lightbar will be mounted on the roof with the supplied hardware as per manufacturer instructions. Alignment for the light bar will be the centerline of the vehicle between the front and rear passenger doors. All light bar cables must be routed down the passenger side D-pillar to be clear of any side curtain airbag deployment zones. These cables shall terminate at the center of the rear cargo area with harness cut to length. Number and routing of radio and or GPS antennas is To Be Decided (TBD). Contractor will have clear instructions on antenna models, placement, and wire routing. Any wire harness that passes through the roof must be weather-proof.
- b) **Wiring harness installation and programming** – A City-supplied, custom wire harness will be given to Contractor for each vehicle that requires upfitting (WAC-HRNSSTAHHMAR) or equivalent. This harness will be routed down the driver's side, inside the factory harness channel in a way to not interfere with any factory vehicle equipment, sharp edges that will cause cuts or wire chafing to occur and be inaccessible to prisoners in the second-row seat (harness to be mounted under the prisoner transportation system). This harness will connect to the factory power and ground located in the driver side rear quarter panel (Tahoe PPV) and be wired as per the supplied instructions. Contractor will be supplied with DPD full marked Sound-Off Signal and Whelen programs to run emergency lighting and wiring system.
- c) **Ecolock installation** –When necessary, install Intermotive Ecolock module part number A-ECL655-A as per instructions. This module is to be securely mounted in the void behind driver's side dash. The activation switch for this module will be placed to the immediate left of the steering column on the dash.
- d) **Rear partition and prisoner seating system** – Install rear cargo partition as per manufacturers specifications. Protective film from plastic window will be removed. Install "outboard" seat belt system and prisoner seating system as per manufacturers' instructions. All radio brackets, antenna cable ends, central controller...etc. to be mounted on the left rear cargo side of the rear cargo partition (see provided installation manuals.)
- e) **Prisoner partition/gun lock/side window cages** – Install prisoner cage as per manufacturers' instructions. Install supplied prisoner light on rear facing (prisoner side) top center of cage and wire to supplied harness. Install dual gun rack with AR-mount on drivers' side and shotgun on passenger side. Replace factory AR butt plate with supplied modification. Wire up electronic gun locks to supplied harness. Install rear passenger door prisoner window cages as per the manufacturer's instructions. Please make sure rear window switches are made inoperable. Rear windows must roll down with driver's window switch.
- f) **Center console** – The center console stack will be organized from top to bottom: printer, lighting control, radio, filler plate and cup holder. The armrest will be mounted to the

EXHIBIT A-1

rear driver's side of the console. The MDT side pole to be mounted on the passenger side as far forward as possible. The rear center console will have a microphone clip mounted for the P.A. microphone. The Police radio microphone clip will be mounted on the left side of the printer door. From left to right on the top of the console will be two aux power ports, factory USB and aux power port, two USB ports concluding with the prisoner light. The supplied flexible map light will be mounted in this area as well.

**g) Marked and Slick Top Vehicle configuration and options
(Specifications for non-patrol units will be supplied upon request)**

- a. Tahoe PPV (MY)
 - Base bid K7
 - Delete package 479
 - Delete DRL's
 - Vinyl flooring
 - Reverse sensing
 - Skid plate package
 - Pro-Gard HD push bumper
 - Second row seat
 - Rear doors inoperable
 - Rear windows inoperable
 - Rear latch keyed alike
 - Dual led spotlights
 - Passenger side keyed alike
 - On-star delete
 - Content theft alarm delete

- b. Ford Interceptor SUV (MY)
 - State police package 810 delete
 - Courtesy lamps inoperable
 - Heated mirrors
 - Hidden door lock plungers
 - RKE
 - Noise suppression
 - Dual LED spotlights
 - Red/white dome light in cargo area
 - Rear view camera
 - Rear camera on-demand
 - Deflector plate
 - Police tail lamp housing
 - Police engine idle feature
 - Class III hitch
 - H8 AGM battery
 - Pro-Gard HD push bumper



Customer: DENVER CITY/COUNTY GOVERNMENT

Purchase Order #:

Customer #: 1748113

Sales Rep: Alec Helm

Quote #: 2609

Delivery Due Date:

Ship-to Address:

DENVER CITY/COUNTY GOVERNMENT
DENVER CITY/COUNTY GOVERNMENT
DENVER PD FINANCIAL SERVICES
201 W COLFAX AVE DEPT 1109
DENVER, CO 80202-5332
United States

Bill-to Address:

DENVER CITY/COUNTY GOVERNMENT
DENVER CITY/COUNTY GOVERNMENT
DENVER PD FINANCIAL SERVICES
201 W COLFAX AVE DEPT 1109
DENVER, CO 80202-5332
United States

Item	Item Description	Qty	Price	Total
INS	INSTALLATION	1	\$2,772.00	\$2,772.00
SHOPSUPPLIES1	SHOPSUPPLIES1	1	\$250.00	\$250.00
INS	INSTALLATION	1	\$0.00	\$0.00
	PB INS			
	If needed per unit: \$300			
INS	INSTALLATION	1	\$0.00	\$0.00
	Vault INS			
	If needed per unit: \$300			

This quote is valid until: Sep 6, 2025

Total: \$3,022.00

Notes: 2025 Labor and Shop Supplies SOW Quote
SoundOff Signal Equipment

This quote is based upon BearCom's standard terms of sales, rental and service, located at <https://bearcom.com/terms-of-sale>

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published, or redistributed without BearCom's written consent.

CUSTOMER SIGNATURE: _____

DATE: _____

EXHIBIT A-1



Customer: DENVER CITY/COUNTY
GOVERNMENT
Purchase Order #:

Customer #: 1748113
Sales Rep: Alec Helm

Quote #: 2610
Delivery Due Date:

Ship-to Address:
DENVER CITY/COUNTY GOVERNMENT
DENVER CITY/COUNTY GOVERNMENT
DENVER PD FINANCIAL SERVICES
201 W COLFAX AVE DEPT 1109
DENVER, CO 80202-5332
United States

Bill-to Address:
DENVER CITY/COUNTY GOVERNMENT
DENVER CITY/COUNTY GOVERNMENT
DENVER PD FINANCIAL SERVICES
201 W COLFAX AVE DEPT 1109
DENVER, CO 80202-5332
United States

Item	Item Description	Qty	Price	Total
INS	INSTALLATION	1	\$3,600.00	\$3,600.00
SHOPSUPPLIES1	SHOPSUPPLIES1	1	\$250.00	\$250.00
INS	INSTALLATION	1	\$0.00	\$0.00
	PB INS			
	If needed per unit: \$300			
INS	INSTALLATION	1	\$0.00	\$0.00
	Vault INS			
	If needed per unit: \$300			

This quote is valid until: Sep 6, 2025

Total: \$3,850.00

Notes: 2025 Labor and Shop Supplies SOW Quote
Whelen Equipment

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CUSTOMER SIGNATURE: _____ DATE: _____