

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 **DIVERSIFIED BODY ACQUISITION LLC**, a Colorado limited liability company located at 9551 Willow Ct., Henderson, Colorado, 80640 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 1, 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 and insert paragraph 35 – 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 d. (1) entitled “**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 **NINE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$950,000.00)** (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 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 35 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby inserted into the Agreement and states:

“35. 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 First 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.

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Contract Control Number:
Contractor Name:

FIRES-202578700-01 / FIRES-202368451-01
DIVERSIFIED BODY ACQUISITION 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:

FIRES-202578700-01 / FIRES-202368451-01
DIVERSIFIED BODY ACQUISITION LLC

By: _____

Signed by:


095834650B27406...

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)