

**FOURTH AMENDATORY
AGREEMENT**

THIS FOURTH AMENDATORY 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 **TT FASTER LLC** (successor to **CCG SYSTEMS, INC.**), a Virginia corporation registered to do business in Colorado, whose address is 760 Lynnhaven Parkway, Suite 203, Virginia Beach, Virginia 23452 (the “Vendor”) collectively, the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated July 21, 2009, an Amendatory Agreement dated October 14, 2015, a Second Amendatory Agreement dated October 3, 2017, and a Third Amendatory Agreement dated November 19, 2019, collectively (the “Agreement”), to provide fleet management maintenance software and software support; and

WHEREAS, TT FASTER LLC, Vendor, is the successor to CCG Systems, Inc.; and

WHEREAS, the Parties wish to amend the Agreement to assign the Agreement, extend the term and increase the compensation to the Vendor; and

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

1. Article 4 of the Agreement entitled “Term” is amended to read as follows:

“4. **TERM**: The term of the Agreement is from July 1, 2009 through April 30, 2021.”

2. Articles 5(A) and 5(D)(i) of the Agreement entitled “Fee” and “Maximum Contract Liability” are amended to read as follows:

“5. **COMPENSATION AND PAYMENT**:

A. Fee: The fee for the software and services described in the SOW is **SIX HUNDRED EIGHTEEN THOUSAND TWO HUNDRED FORTY-NINE DOLLARS AND FIFTY-SIX CENTS (\$618,249.56)** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule set out in the SOW and Exhibit C.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **SIX HUNDRED EIGHTEEN THOUSAND TWO HUNDRED FORTY-NINE DOLLARS AND FIFTY-SIX CENTS (\$618,249.56)**. Vendor acknowledges that any work performed

by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement.”

3. The Agreement is assumed by the Vendor and affirmed and ratified by the parties in each and every particular.

4. This Fourth 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202055196-04[CE95025-04]
Contractor Name: TT FASTER 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:

DOTI-202055196-04[CE95025-04]
TT FASTER LLC

By: DocuSigned by:
Michael Spradling
976A66CDECE043E...

Name: Michael spradling
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)