

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **TRANSCORE ITS, LLC**, a Delaware limited liability company, whose address is 4415 Lewis Road, Harrisburg, Pennsylvania 17111-2541 (the “Vendor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement March 5, 2014, a First Amendatory Agreement dated August 11, 2014, a Second Amendatory Agreement dated November 27, 2018, a Third Amendatory Agreement dated July 28, 2021, and a Fourth Amendatory Agreement dated January 21, 2025, for the replacement of Denver’s traffic signal system software with Advanced Traffic Management System (ATMS) (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“4. **TERM**: The term of this Agreement (“Term”) shall commence on January 1, 2014, and, unless earlier terminated in accordance with this Agreement, shall expire on December 31, 2027.”

2. Subsection 5(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million One Hundred Forty-Four Thousand Four Hundred Two Dollars and Sixty-Five Cents (\$1,144,402.65) (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 the Vendor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Vendor’s risk and without authorization under the Agreement.”

3. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
4. This Fifth Amendatory Agreement is not 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.
5. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: Maintenance and Support Quote.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: DOTI-202581782-05 [201314013-05]
Contractor Name: Transcore ITS, 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: DOTI-202581782-05 [201314013-05]
Contractor Name: Transcore ITS, LLC

Signed by:

By: _____
256307BD14714BC...

Name: Michael Mauritz

(please print)

Title: Sr. Vice President

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



2940 South 300 West, Unit D
 South Salt Lake City, UT 84115
 801-886-9170 phone 801-886-9169 fax
www.transcore.com

September 12, 2025

Beth Ashby
 Transportation Operations Manager
 City and County of Denver
 Department of Transportation and Infrastructure

Re: The City and County of Denver TransSuite Maintenance and Support Quote

Dear Ms. Ashby,

Please accept this quote from TransCore to provide TransSuite Maintenance and Support services for the TransSuite Traffic Management System from January 1, 2027, through December 31, 2027. It is anticipated that the existing Contract Agreement, PWADM-201314013-00, will be amended to include these services. If a new contract or PO is issued it is expected that the terms of the existing maintenance and support agreement will be carried over to the new contract or PO.

The City and County of Denver has deployed two modules of the TransSuite Software

- Traffic Control System (TCS): For the monitoring and control of Traffic Signals
- Traffic Management System (TMS): Collects and stores data from traffic detection devices (primarily used by Denver for Bluetooth systems)

Pricing for the maintenance and support of each module is provided below.

TransCore will provide TransSuite Maintenance and Support services for the TransSuite TCS Module based on the following fee schedule:

Item Description	From	To	Amount
TransSuite Support and Maintenance (TransSuite TCS Module)	1/1/2027	12/31/2027	\$31,678.03

TransCore will provide TransSuite Maintenance and Support services for the TransSuite TMS Module based on the following fee schedule:

Item Description	From	To	Amount
TransSuite Support and Maintenance (TransSuite TMS Module)	1/1/2027	12/31/2027	\$15,839.02

For additional work performed outside of the maintenance agreement the following rates will be used:

CY 2027	
Project Manager	\$242.39
Software Engineer II	\$202.99
Software Engineer I	\$182.10
Communications Specialist	\$166.04
Programmer/Analyst	\$138.98

As an optional service, The City and County of Denver can select to have 24x7 support for TransSuite via our Maintenance Management Center (MMC) based on the following fee schedule. A description of services provided by the MMC are included in attachment A:

Item Description	From	To	Amount
TransSuite 24x7 Support and Maintenance Add-On for 24x7 support	1/1/2027	12/31/2027	\$25,000.00

If you have any questions or need additional information, please feel free to contact me, Ryan Saville, with any questions at (801) 808-5190.

Sincerely,

TRANSCORE

Ryan Saville, PE, PTOE
 Associate Vice President

Attachment A: Maintenance Management Center (MMC) description

To provide 24x7x365 support of TransSuite, TransCore will provide some services through our Maintenance Management Center (MMC) throughout the support and maintenance periods. As part of that support the staff at the MMC will be the first point of contact support outside of regular business hours (regular Business Hours are 8:00 AM through 6:00 PM M-F).

MMC will answer requests sent by phone or email and has the authorization to access additional resources within TransCore for more challenging service demands. For requests that are not part of the ATMS environment or are related to issues outside of the TransSuite deployment (e.g., network, field hardware failure, etc.) our staff will make efforts to relay the support request to the most appropriate external department or resource that can best address the issue within the CCD, while keeping those who reported the issue in the loop.

When a service request is submitted the following actions will be provided:

- A City staff member will initiate a service request via a toll free phone number or via a service email established for the city (i.e., CCDMMCsupport@transcore.com)
- Upon receiving the request, the MMC staff will respond acknowledging the call/email
- MMC will access the ATMS environment and begin the process of addressing the issue
- City staff will be notified if a service request is anticipated to take longer than 30 minutes
- Once the issue is addressed, a summary of the issue and corrective action will be recorded and can be discussed in the future with city staff
- All service request related emails will be sent to a predetermined list of emails. This will include resolutions and requests to restart portions of the system:
 - The specific City staff member that initiated the request
 - List of city staff identified to be included by the city