

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **TRANSCORE ITS, LLC**, a Delaware Limited Liability Company, whose principal address is 150 4<sup>th</sup> Avenue North, Suite 1200, Nashville, Tennessee 37219 (the “Contractor”), jointly the “Parties” and individually a “Party.”

**WHEREAS**, The City and the Contractor entered into an Agreement executed on September 16, 2020 to provide the services described in Exhibit A (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

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

1. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The term of this Agreement (“Term”) shall commence on July 15, 2020, and shall terminate on July 14, 2025, unless earlier terminated in accordance with the Agreement.”

2. Section 4.4 of the Agreement, titled “**Maximum Contract Liability**,” is amended by deleting and replacing it with the following:

“**4.4 Maximum Contract Liability**: Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of **FOUR MILLION DOLLARS ZERO CENTS (\$4,000,000.00)** (the “Maximum Contract Amount”). The Contractor acknowledges that the City is not obligated to execute an agreement or an amendment to the Contractor for any further services and that any services performed by the Contractor beyond that specifically described in Exhibit A or contained in a Task Order are performed at the Contractor’s risk and without authorization under this Agreement.”

3. Section 27 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended by deleting and replacing it with the following:

**“27. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This 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.

**[SIGNATURE PAGES TO FOLLOW]**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Contract Control Number:**  
**Contractor Name:**

GENRL-202367091-01 [GENRL-202054892-01]  
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:**  
**Contractor Name:**

GENRL-202367091-01 [GENRL-202054892-01]  
TRANSCORE ITS, LLC

By:  256307BD14714BC...

Michael Mauritz  
Name: \_\_\_\_\_  
(please print)  
Senior Vice President  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)