

## THIRD AMENDATORY AGREEMENT

**THIS THIRD 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 **DEIGHTON ASSOCIATES LTD.**, a foreign corporation, whose address is 223 Brock Street North, Unit 7, Whitby, CO L1N 4H6, Ontario, Canada, (the “Consultant”), jointly “the parties”.

### RECITALS

**A.** The Parties entered into an Agreement dated April 20, 2016, an Amendatory Agreement dated April 27, 2017 and a Second Amendatory Agreement dated April 4, 2018 (collectively, the “Agreement”) for the continued refinement and enhancement of the CCD Transportation Asset Management System.

**B.** The Parties wish to amend the Agreement to add to the Scope of Work, extend the Term and increase compensation to the Consultant.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** All references to “Exhibit A, A-1 and A-2” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3, as applicable.” The Scope of Work marked as Exhibit A-3 is attached hereto and incorporated herein by this reference.

**2.** Article 3 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

**3. TERM:** The Agreement will commence on January 1, 2016 and will expire on June 30, 2020 (the “Term”).”

**3.** Article 4 (a) of the Agreement entitled “**FEE**” is amended to read as follows:

**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **ONE MILLION FIVE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND TWENTY CENTS (\$1,544,456.20)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A.**”

**4.** Article 4 (d-1) of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is amended to read as follows:

**d. Maximum Contract Amount**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND TWENTY CENTS (\$1,544,456.20)** (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 Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement."

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

6. 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-201627262-03

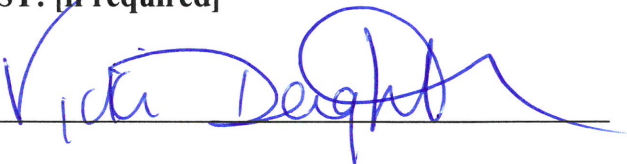
Contractor Name: DEIGHTON ASSOCIATES LIMITED

By:  P.ENG.

Name: ROBERT PLANE  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

By: 

Name: VICKI DEIGHTON  
(please print)

Title: CEO.  
(please print)



## **City and County of Denver**

### Transportation Asset Management 2019 Work Proposal

Prepared by: Deighton Associates Limited

Date: 2019-02-08

## Table of Contents

Introduction.....	3
Tasks in this Proposal .....	3
Curb Ramp RCI Calculation .....	4
Curb Ramp Application Modifications .....	4
Import 2018 Committed and Bond Work .....	5
Annual Software Maintenance .....	5
Web Hosting.....	5
Cost Estimate.....	6
Schedule.....	6

# CCD Transportation Asset Management 2019 Proposal

## Introduction

The City and County of Denver (CCD) transportation asset management system began with the implementation of a dTIMS based pavement management system in 1996. Since that initial implementation, Deighton Associates Ltd., (DAL) and CCD have continuously enhanced and refined the asset management methodology and scope of assets being managed.

This proposal is provided to CCD, Department of Public Works, Street Maintenance Division as a basis for the continued refinement and enhancement of the CCD Transportation Asset Management system.

## Tasks in this Proposal

The following tasks will be considered in this proposal:

1. Curb Ramp RCI Calculations
2. Curb Ramp Application Modifications
3. Importing 2018 Committed and Bond Work
4. Annual Software Support and Maintenance
5. Web Hosting

Each of these tasks will be summarized in the following sections and estimates of time and cost will be provided at the end of this proposal.

In addition to the above noted tasks, Deighton and CCD have agreed to “roll-over” the uncompleted tasks from the 2018 work proposal. The value of these roll-over tasks will be summarized as a single line in the cost proposal chart.

## Curb Ramp RCI Calculation

As part of a previous contract, Deighton configured a curb ramp analysis within dTIMS that CCD staff uses to prioritize the rehabilitation or replacement of Curb Ramps in CCD. An enhanced method of calculating the priority of ramp replacement, based on a modified Ramp Compliancy Index (RCI), is proposed by CCD and requires modification of the analysis within dTIMS.

This modification will include additions or changes to the dTIMS database Tables, Expressions and Analysis Variables. The required changes will be made, and the application documentation will be updated to reflect the new way that the analysis is conducted.

A two-day trip to Denver is planned to train the users of dTIMS on the configuration and running of the curb ramp analysis within dTIMS.

The deliverable of this task will be a fully configured dTIMS BA curb ramp analysis that will generate a multi-year, optimized set of curb ramp rehabilitation recommendations along with updated documentation of the analysis.

## Curb Ramp Application Modifications

Various curb ramp application modifications have been suggested by CCD staff. This task will allow for the modification and documentation of the changes to the mobile curb ramp data collection application.

The primary change will be made to the way that the inspectors record the state of the curb ramps. Currently the inspectors observe various curb ramp parameters and note if they are in one of three states; *In* or *Out* of specification. Or if the ramp has been constructed to the best of its ability, it is said to be built to the Maximum Extent Feasible (MEF). The proposed



change to the application will have the inspectors observe the various curb ramp parameters and record the actual measured value of the parameter. The application would then display if the parameter is *In* or *Out* of specification and give the operator the option of declaring the parameter to be MEF.

Under this task, Deighton will travel to Denver for two days so that the application can be tested in the field with CCD inspection staff.

### Import 2018 Committed and Bond Work

CCD staff will summarize their completed and committed 2018 road work and Deighton will modify the dTIMS database to accept this data and import it to support the next strategic analysis.

### Annual Software Maintenance

Included in this line item is an annual fee to cover support of the users of the CCD dTIMS software and the maintenance of the dTIMS software licenses owned by CCD. The System Training task covers general system training that is intended to introduce and familiarize CCD staff with new features and functionality that is made available through maintenance enhancements made to the software.

### Web Hosting

DAL is providing hosting services for the CCD dTIMS platform and all related databases. The hosting is provided by a third party that has facilities within the United States and can provide the required performance, security and backup services.

The cost of these services did not increase over last year as we secured a constant rate over a contract period with the provider.

## Cost Estimate

The following is a cost estimate for the tasks described above.

We estimate that \$198,996.20 is required to deliver these services.

<b>2019 Tasks</b>	<b>Estimated Cost</b>
Curb Ramp RCI Calculations	\$56,992.10
Curb Ramp Application Modifications	\$29,382.10
Import 2018 Committed and Bond Work	\$7,150.00
Annual Software Support and Maintenance	\$88,500.00
Annual Web Hosting	\$16,972.00
<b>Total</b>	<b>\$198,996.20</b>
2018 Roll Over	\$292,180.60

## Schedule

The work described in this proposal will be accomplished in the 2019 fiscal year commencing when a notice to proceed is received.