

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ROADWAY ASSET SERVICES**, a Texas limited liability company, whose registered address in Colorado is 1942 Broadway St. STE 314C, Boulder, CO 80302 and with a physical address of 6001 W Parmer Lane, Suite 370-1102, Austin, Texas 78727 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated January 26, 2022, to provide mobile data collection for the inventory and condition assessment of sidewalks (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. Effective upon execution, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached and will control from date of execution.

2. Section 17 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**17. TERM:** The term of the Agreement (“Term”) shall commence on January 26, 2022, and expire, unless sooner terminated, on October 31, 2023. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 18.4.1 of the Agreement, titled “**Maximum Agreement Liability**,” is amended to read as follows:

“**18.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Seventy-Two Thousand Seven Hundred Eighty-Nine Dollars (\$772,789.00) (the “Maximum Agreement 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 the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement.

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.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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Contract Control Number: DOTI-202366999-01 [202160839-01]
Contractor Name: Roadway Asset Services

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-202366999-01 [202160839-01]
Roadway Asset Services

By:  _____
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Name: Scot Gordon
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

General Scope of Work

Goals and Objectives

The City and County of Denver (CCD) Department of Transportation and Infrastructure (DOTI) is contracting with Roadway Asset Systems (RAS) as a qualified mobile asset data collection consultant to collect mobile imaging data, evaluate, calculate, and deliver a complete detailed, spatially enabled inventory of assets in the public right of way. This additional scope will collect additional data to be used to develop the billing required by the Sidewalk Ordinance 307 and to establish a new sidewalk management program.

The level of effort to change direction and migrate to a parcel-based sidewalk inventory is on the order of \$48,524. This additional cost is based on the following items to be completed:

- **Centerline segmentation creation** – using your parcel layer, we would develop the sidewalk segment layer such that there is a unique sidewalk ID for each parcel. We've currently segmented at the block or street segment level.
- **Re-attribution** – unfortunately we're going to need to spend a bit of time re-evaluating the sidewalks we have completed to ensure the current attributes are representative of each parcel. They currently only represent the segment on average, and we know that conditions may likely change from parcel-to-parcel. Material type and width will likely stay the same and will be fairly fast, but we'll verify the existing attributes as a part of the process to ensure its developed properly.
- **Parcel attribution** – this obviously takes far more effort in the grand scheme when compared to attributing block level segments. The new scope would include attributing each unique parcel so that this inventory could be potentially utilized for a future detailed sidewalk survey.

The cost is based on a labor estimate to revise the data and approach from the original scope of work.