

### THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made between the **City and County of Denver** (the "City"), a municipal corporation of the State of Colorado, and **DEIGHTON ASSOCIATES LTD.**, a foreign corporation doing business at 11 Stanley Court, Unit 1, Whitby, Ontario, Canada L1N 8P9 (the "Consultant"), jointly "the parties".

#### RECITALS:

**WHEREAS**, the City and the Consultant entered into an Agreement dated March 23, 2010, and an Amendatory Agreement dated April 4, 2012, and a Second Amendatory agreement dated March 6, 2013 (the "Agreement");

**WHEREAS**, the City and the Consultant desire to amend the Agreement to increase funds and extend the term of the Agreement;

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and obligations herein contained, the parties agree as follows:

1. All references to "...Exhibits A, A-1, and A-2..." in the Agreement shall be amended to read: "...Exhibits A, A-1, A-2, and A-3.
2. Paragraph 3 entitled "**Term**", of the Agreement, is hereby deleted in its entirety and replaced with:

**"3. Term**. The term of this Agreement commenced on December 14, 2010 and shall expire on December 31, 2014. Subject to the Manager's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager."

3. In Section 4 entitled "**COMPENSATION AND PAYMENT**," Paragraphs a and d(1) of the Agreement, entitled "**Fee**" and "**Maximum Contract Amount**:" are hereby amended to read in their entirety 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 **ONE MILLION SIXTY FOUR THOUSAND NINE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$1,064,929.00)**. Amounts billed may not exceed the budget set forth in Exhibits A, A-1, A-2, and A-3."

**“d(1) Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SIXTY FOUR THOUSAND NINE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$1,064,929.00)** (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 Exhibits A, A-1, A-2, and A-3. Any services performed beyond those in Exhibits A, A-1, A-2, and A-3 are performed at Consultant’s risk and without authorization under the Agreement.”

- 4.** As herein amended, the Agreement is revived, reaffirmed and ratified in each and every particular.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**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-CE01113-03

**Contractor Name:** DEIGHTON ASSOCIATES LIMITED

By:  P.ENG.

Name: ROBERT PIANE  
(please print)

Title: PRESIDENT  
(please print)

**ATTEST: [if required]**

By: 

Name: Vicki Deighton  
(please print)

Title: CEO  
(please print)



## **EXHIBIT A-3**



## **2013-022 Denver PMS Data Collection Rev. 1**

City and County of Denver, Department of Public Works,  
Street Maintenance Division



## Proposal

This proposal is being provided to the City and County of Denver, Department of Public Works, Street Maintenance Division for assistance with 2013 pavement condition data collection, along with software, support, and maintenance fees associated with Denver's Pavement Management System.

## Changes to Existing Tasks

Per our discussion on June 18, the 6 Year Plan and Report for Denver will be generated after completion of the data collection in this contract. Funding in the existing projects currently underway included in Task 2 of 2012-0003, 2012 Denver PMS Task 2 (\$18,480) and 2013-0003, Denver MM Pilot Task 1 (\$38,640), totaling \$57,090 will be used to complete the revised tasks included in Table 1. New tasks related to the data loading and 6 Year Plan shown in the pricing proposal have been modified to reflect these changes.

**Table 1: Revisions to Existing Tasks**

Task	Consulting Services	Software	Other Costs	Totals
<b>Task 7 - Alley Analysis</b>				
Task 7.1 Develop Alley Analysis Methodolgy	6,720.00			
Task 7.2 Develop Analysis Parameters	13,440.00			
Task 7.3 Modify dTIMS CT Setup	3,360.00			
Task 7.4 Implement Alley Analysis Parameters	5,040.00			
Task 7.5 Test Analysis	1,680.00			
Task 7.6 Alley Analysis and Plan Development	6,720.00			
Task 7.7 Documentation	3,360.00			<b>\$40,320.00</b>
<b>Task 8: Data Loading, Processing, and Reporting</b>				
Task 8.1 Modify Sector Analysis to Select Primary Treatment	\$2,520.00			
Task 8.2 Prepare Collect File	\$1,680.00			
Task 8.3 Archive Historic Data	\$3,360.00			
Task 8.4 Initial Data Loading	\$8,400.00			
Task 8.5 Update Performance Indexes based on new Data	\$840.00			<b>\$16,800.00</b>
<b>Total - Replacement Tasks</b>				<b>\$57,120.00</b>



## Tasks in This Proposal

Tasks included in this proposal are discussed in this section.

### **Task 1: Data Collection**

Task 1 consists of data collection of all arterial and collector roadways in Denver, with services provided by subcontractor IMS. Data to be collected includes surface distresses, roughness, and rutting; the estimated quantity of data collection is 645 miles. Two-lane arterial and collector roadways will be surveyed with a single pass, and four-lane roads will be surveyed with one pass in each direction. The quote for this work is attached; final quantities to be billed will be based on the actual number of miles surveyed. This task includes a 10% management fee to cover contract management and administration, quality control of the data, and communication with the subcontractor and client.

As part of the data collection services, Deighton will review a sample output from the data collection vendor to confirm the format, location referencing and units of measure. When the complete network data is received, the data will be vetted for completeness and accuracy by Deighton and a report to the data collection vendor will be prepared for their comment and action. Finally, Deighton will load the processed condition data into dTIMS CT so that it is ready for the next analysis.

A portion of the work related to Task 1 will be performed under the current contract, as shown in the Table 1 above (Tasks 8.1 – 8.4, and partial Task 8.5); these tasks are still listed in the new pricing table, but no cost is shown (or in the case of Task 2.4, a reduced price is shown).

### **Task 2: Data Loading, Processing, and Reporting**

Task 2 includes the preparation of the data collect file for the data collection vendor, archival of the historic condition data, processing and loading of the condition data into dTIMS CT, updating performance indexes based on new data, running the analysis and preparing a report of the final results.

### **Task 3: Software, Support, and Maintenance**

Task 3 consists of software, support, and maintenance. Included is the cost for the maintenance management modules of software provided free of charge during the 6 month





maintenance management pilot, which has been prorated to 6 months. Also included is the support and maintenance for existing software, due on October 1, 2013.

## Proposed Cost

The proposed cost for this proposal is included in the table below.

Task	Consulting Services	Software	Other Costs	Totals
<b>Task 1 - Condition Data Collection</b>				
Task 1.1 Data Collection			\$110,070.00	
Task 1.2 Data Collection Management	\$11,007.00			<b>\$121,077.00</b>
<b>Task 2: Data Loading, Processing, and Reporting</b>				
Task 2.1 Prepare Collect File				
Task 2.2 Archive Historic Data				
Task 2.3 Data Loading				
Task 2.4 Update Performance Indexes based on new Data	\$5,880.00			
Task 2.5 Run dTIMS CT Analysis (2 Iterations)	\$15,120.00			
Task 2.6 Compile Final Report	\$8,400.00			<b>\$29,400.00</b>
<b>Task 3: Software, Support, and Maintenance</b>				
Annual Software Support (Bronze Level)(Oct. 1, 2013 - Sept 30, 2014)		\$1,950.00		
Annual Software Maintenance (Bronze Level)(Oct. 1, 2013 - Sept 30, 2014)		\$33,200.00		
MM Software Components (25 Users)		\$69,000.00		
Software Maintenance on MM Components (pro-rated to 6 months)		\$6,900.00		<b>\$111,050.00</b>
<b>Total Implementation Cost Proposal</b>				<b>\$261,527.00</b>

We look forward to your direction to proceed with this work. I have contacted IMS to schedule the work with the goal of performing data collection in October or soon thereafter.

Please review the quote and contact us if you have any questions.

Sincerely,

*Daniel R. Roberts*

Daniel R. Roberts, P.E.

U.S. Operations Manager