

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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, an Amendatory Agreement dated April 4, 2012, a Second Amendatory agreement dated March 6, 2013, and a Third Amendatory Agreement dated September 17, 2013 (the "Agreement");

WHEREAS, the City and the Consultant desire to amend the Agreement to increase funds and scope of work, and to 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, A-2, and A-3" in the Agreement shall be amended to read: "...Exhibits A, A-1, A-2, A-3 and A-4".
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, 2015. 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 TWO HUNDRED NINETY-ONE THOUSAND ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$1,291,150.00)**. Amounts billed may not exceed the budget set forth in Exhibits A, A-1, A-2, A-3 and A-4."

“d(1) Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED NINETY-ONE THOUSAND ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$1,291,150.00)** (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, A-3 and A-4. Any services performed beyond those in Exhibits A, A-1, A-2, A-3 and A-4 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-CE01113-04

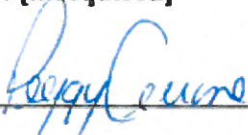
Contractor Name: DEIGHTON ASSOCIATES LIMITED

By:  P. ENG.

Name: ROBERT PLANE
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: PELLEY CERRONE
(please print)

Title: FINANCIAL ADMINISTRATOR
(please print)



Exhibit A-4



2014-020 Denver 2015 Asset Management System Enhancements

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

Prepared by: Dan Roberts
Dan.roberts@deighton.com
Tuesday, January 20, 2015



Proposal

This proposal is being provided to the City and County of Denver, Department of Public Works, Street Maintenance Division to provide enhancements to its asset management system to better support data collection and analysis of pedestrian assets for ADA compliance; annual updates and training; and annual software support, and maintenance fees associated with Denver's Street Asset Management System.

Tasks in This Proposal

Tasks included in this proposal are discussed in this section.

Task 1: Annual Support and Updates

Task 1 consists of five days of onsite support at Denver's offices, and five days of offsite support, to perform annual system updates and maintenance on the existing database. Annual updates include setting up cost tables, applying resets to assets where work was completed, assigning committed work, and changes to the network.

Task 2: ADA Analysis Tools

Task 2 consists of the provision of tools within Denver's Asset Management System to support the analysis of pedestrian assets for compliance with ADA and other requirements.

Task 2.1 includes the creation of up to five custom data entry forms in dTIMS, to support the field data collection of geometric and condition data of curb ramps. Data to be collected includes:

- Ramp width
- Ramp slope
- Approach sidewalk widths
- Approach sidewalk slopes
- Sidewalk to ramp transition slopes
- Turning area width, length, and slope
- Ramp color
- Ramp condition
- Other parameters as required

Task 2.2 includes the creation of tables for storing the new data to be collected, procedures for managing, using, and analyzing the data, and creation of an engineering inspection program



“treatment” following the initial inspection. Analysis includes comparison to existing ADA guidelines and will be designed for simplify changes in the system should guidelines change in the future.

Task 2.3 includes documentation of the new ramp inspection and analysis tools.

Task 2.4 includes five days of onsite installation support to install and test the new system; installation will include database replication and synchronization of the multiple field data collection devices. Task 2.5 consists of travel costs to support task 2.4.

Task 3: Software, Support, and Maintenance

Task 4 consists of software, support, and maintenance. Included is the for phone, email, and in person technical support, software maintenance for all dTIMS modules currently owned by Denver for the period October 1, 2014 through September 30, 2016.

Proposed Cost

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

Task	Consulting Services	Software / Other	Totals
Task 1 - Annual System Updates			
Task 1.1 Annual System Updates - Onsite (40 hours)	\$11,000.00		
Task 1.1 Annual System Updates - Offsite (40 hours)	\$8,400.00		
			\$19,400.00
Task 2 - ADA Analysis Tools			
Task 2.1 Custom Inspection Forms	\$65,000.00		
Task 2.2 Configure Analysis	\$16,800.00		
Task 2.3 Documentation	\$8,400.00		
Task 2.4 Onsite Installation and Training	\$13,200.00		
Task 2.5 Travel for Onsite Installation		\$5,026.00	
			\$108,426.00
Task 3 - Software Support and Maintenance			
Annual Software Support (Bronze Level)(10/01/2014 - 09/30/2015)		\$2,125.00	
Annual Software Maintenance (Bronze Level)(10/01/2014 - 09/30/2015)		\$47,000.00	
Annual Software Support (Bronze Level)(10/01/2015 - 09/30/2016)		\$2,270.00	
Annual Software Maintenance (Bronze Level)(10/01/2015 - 09/30/2016)		\$47,000.00	
			\$98,395.00
Total Cost Proposal			\$226,221.00

Work on this proposal will begin within 30 days of Notice to Proceed and be completed within 12 months of the start date.



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