

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.19
(ID # 10728)

MEETING DATE:

Tuesday, October 1, 2019

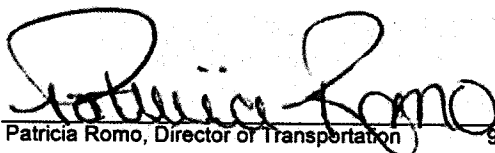
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the On-Call Services Agreement by and between the County of Riverside and Dynatest North America, Inc. for Automated Pavement Data Collection and Evaluation Services for FY 19/20-27/28. All Districts. [Total \$1,800,000 – Gas Tax 100%] (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Services Agreement by and between the County of Riverside and Dynatest North America, Inc. for Automated Pavement Data Collection and Evaluation Services for Fiscal Years 2019/20-2021/22 and authorize the Chairman of the Board to execute the same;
2. Authorize the Director of Transportation to approve future time extensions for Fiscal Years 2022/23-2024/25 and Fiscal Years 2025/26-2027/28, as provided for in the agreement;
3. Authorize the Director of Transportation to approve no-cost time extensions to complete on-going tasks; and
4. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A.

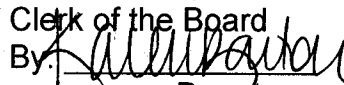
ACTION: 4/5 Vote Required, Policy


Patricia Romo, Director of Transportation 9/6/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: October 1, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 400,000	\$ 150,000	\$ 1,800,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (100%). There are no General Funds used on this project.			Budget Adjustment: Yes	
			For Fiscal Year: 2019/20 – 2027/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) has the need for accurate and up-to-date pavement condition data for its Pavement Management System. The Transportation Department currently evaluates pavement conditions using two-man crews to manually collect pavement data for each County maintained road. The data is collected as time allows, in between priority work requests such as structural section recommendations for planned resurfacing projects or for performing material testing for projects in construction, and typically takes four years to assess the approximately 2,200 miles of county maintained roads. The data can be inconsistent because of staffing changes and the data can be outdated because of the lag time in assessing the roadways. In order to acquire more accurate, consistent, and timely pavement condition data, the Transportation Department proposes to supplement its manual pavement inspection with an automated pavement inspection system, which uses a customized vehicle equipped with an electronic sensing system. This system can perform pavement inspections at, or near, highway speeds, and at the same time, obtain a more accurate and consistent pavement condition data.

The Transportation Department issued a Request for Proposals to solicit qualified engineering firms to update the County's pavement management system, inspect and evaluate approximately 2,000 miles of paved road, and update the Pavement Management database. Five (5) firms submitted proposals and the top three (3) ranked firms, based upon an evaluation of the proposals, were invited to interview. The written proposals and interviews were evaluated by representatives of Orange County Public Works and the Transportation Department.

Dynatest North America, Inc. was selected as one of the top ranked firms to provide services on an "as-needed" basis, at a not to exceed amount of \$600,000 for a period of three years. Costs in the first year of this agreement, FY 19/20, are anticipated to be \$400,000. Subsequent annual costs are estimated to be \$150,000 for FY 20/21, and \$50,000 in FY 21/22. The terms of the agreement provide the Transportation Department with the option to extend the agreement for two (2) additional three (3) year periods following the close of the initial three (3) year period. The agreement is set up on a 3-year period (triennial) in order to support the inspection required for the 2,000-miles of paved roads. Upon execution of the On-Call contract, the consultant will

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

collect pavement data and evaluate all paved roads within the first 6 months. The second and third year of the agreement period is required to support any additional road inspections and pavement management services such as, establishing pavement rehabilitation needs, determining budget levels, and other pavement engineering related services.

The agreement and rates for services were developed through negotiations between Dynatest North America, Inc. and the Transportation Department.

Impact on Residents and Businesses

The proposed automated road inspection will provide accurate pavement data that will effectively identify appropriate levels of treatment to the roadways including, pavement preservation (slurry seal), rehabilitation, and reconstruction. Implementing this approach will better determine the proper treatment and repair needs of the pavement in order to provide the traveling public with a safe and smooth roadway.

Additional Fiscal Information

All associated agreement cost will be funded using Gas Tax. No General Funds will be used for this agreement.

<u>Agreement Term</u>	<u>Triennial Budget (not to exceed)</u>
FY 19/20-21/22	\$600,000
FY 22/23-24/25	\$600,000 (requires approval by Director of Transportation)
FY 25/26-27/28	\$600,000 (requires approval by Director of Transportation)

Contract History and Price Reasonableness

The Transportation Department has negotiated billing rates with Dynatest North America, Inc. and they are within range of acceptable industry practice for engineering services.

SCHEDULE A: FY 19/20 BUDGET ADJUSTMENT

Increase Appropriations:

20000-3130100000-525440	Professional Services	400,000
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Use of Restricted Fund Balance:

20000-3130100000-321101	Restricted Program Money	400,000
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ATTACHMENT A:

Dynatest North America, Inc. On-Call Automated Pavement Data Collection and Evaluation Agreement.

* start of 3-year contract period

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Jason Farin, Senior Management Analyst

9/24/2019



Gregory E. Priamos, Director County Counsel

9/18/2019

Contract No.: 19-08-007
Termination Date: June 30, 2022
Amount Authorized: \$600,000 Triennial
State Funding:

ON-CALL SERVICES AGREEMENT

for

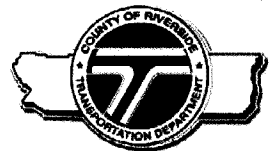
Automated Pavement Data Collection and Evaluation

between

County of Riverside • Transportation Department

and

Dynatest North America, Inc.



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ATTACHMENTS

In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.

Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan.....	C1

1 **ARTICLE I INTRODUCTION**

2 A. This On-Call Services Agreement ("Agreement") is entered into this _____ day of _____,
3 20_____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,
4 hereinafter referred to as "COUNTY", and Dynatest North America Inc., a Georgia Corporation, hereinafter
5 referred to as "CONSULTANT".

6 B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT
7 Contract Manager and a COUNTY Contract Administrator.

8 The CONSULTANT's Contract Manager for CONSULTANT shall be:

9 Phillip Donovan, PhD PE

10 Located at:

11 165 South Chestnut Street, Ventura, CA 93001

12 The COUNTY's Contract Administrator for COUNTY shall be:

13 Elmer Datuin, PE

14 Located at:

15 2950 Washington Street, Riverside, CA 92504

16 C. CONSULTANT shall perform:

17 The covenants set forth in Article III entitled Statement of Work;

18 In accordance with the time frames set forth in Article IV entitled Performance Periods;

19 For the fees set forth in Article V entitled Allowable Costs and Payments.

20 D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act
21 in an independent capacity and not as officers or employees or agents of COUNTY.

22 E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in
23 part.

24 F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the
25 parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the
26 parties hereto.

27 G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of
28 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise
29 expressly so provided.

1 H. COUNTY may be working cooperatively with other agencies (collectively referred to as the "AGENCIES") in
2 the effort to complete services performed under this contract.

3 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

4 A. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
5 AGENCIES, and CONSULTANT shall be held in accordance with the terms of each Task Order. All work
6 objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues may be
7 discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as
8 appropriate.

9 B. CONSULTANT's Contract Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss
10 progress on the contract and/or Task Orders.

11 **ARTICLE III STATEMENT OF WORK**

12 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,
13 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in
14 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference and in any Task
15 Order executed under the authority of this Contract.

16 **ARTICLE IV PERFORMANCE PERIOD**

17 A. This contract shall go into effect on October 1, 2019 contingent upon approval by COUNTY, and CONSULTANT
18 shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall
19 end on June 30, 2022, unless extended by contract amendment. Attachment B, Schedule of Services is
20 attached hereto and by this reference incorporated herein.

21 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the
22 contract is fully executed and approved by COUNTY.

23 C. The period of performance shall be in accordance with the requirements set forth in each Task Order. If work
24 on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended
25 by contract amendment. Contract extensions may be executed by the Director of Transportation if authorized
26 by the County Board of Supervisors.

27 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

28 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost
29 Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

1 These rates are not adjustable for the performance period set forth in this Contract.

2 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
3 in the cost proposal and identified in the cost proposal and in the executed Task Order.

4 C. Specific assignments will be authorized to CONSULTANT through issuance of Task Orders.

5 D. Each Task Order will identify the scope of services, expected results, deliverables, period of performance and
6 will designate a COUNTY Task Coordinator. CONSULTANT shall prepare a Cost Estimate, including a written
7 estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses,
8 overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and
9 total cost; the finalized Task Order shall be prepared in accordance with the format as specified in the County
10 Consulting Services Manual and shall be signed by both COUNTY and CONSULTANT.

11 E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved
12 Compensation Plan, attached hereto as Attachment C and by this reference incorporated herein.

13 F. Progress payments for each Task Order will be made monthly in arrears based on services provided and
14 allowable costs incurred.

15 G. CONSULTANT shall not commence performance of work or services until this contract has been approved by
16 COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will
17 be made prior to approval or for any work performed prior to approval of this contract.

18 H. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of
19 COUNTY. No expenditures are authorized on an assignment and work shall not commence until a Task Order
20 for that assignment has been executed by COUNTY.

21 I. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S
22 Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work
23 performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the
24 performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall
25 follow the format stipulated in the COUNTY'S Consulting Services Manual. Credits due COUNTY that include
26 any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be
27 reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to
28 COUNTY's Contract Administrator at the address provided in Article I.

29 J. The period of performance for Task Orders shall be in accordance with time frame specified in each Task Order.

- 1 K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in
2 the Task Order. Additional services or budget will require the issuance of a new Task Order.
- 3 L. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order,
4 no payment will be made until the deliverable has been satisfactorily completed.
- 5 M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this
6 Agreement.
- 7 N. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$600,000
8 for the 3-year term.
- 9 O. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will
10 be authorized under this contract through Task Orders.

11 **ARTICLE VI TERMINATION**

- 12 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to
13 CONSULTANT with the reasons for termination stated in the notice.
- 14 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants
15 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY
16 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract
17 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract
18 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In
19 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the
20 balance, if any, shall be paid to CONSULTANT upon demand.

21 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- 22 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
23 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual
24 items.
- 25 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform
26 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 27 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
28 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
29 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. Audit Terms and Conditions if the amount shown in Article V.N is greater than \$150,000.
CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that

1 individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if
2 directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
3 recommendations, or to ensure that the federal, state or local governments have access to CPA work papers,
4 will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior
5 reimbursed costs.

6 The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the
7 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

8 **ARTICLE X SUBCONTRACTING**

9 A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any
10 subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations
11 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its
12 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and
13 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its
14 subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the
15 CONSULTANT.

16 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
17 no portion of the work pertinent to this contract shall be subcontracted without written authorization by
18 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.

19 C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
20 to CONSULTANT by COUNTY.

21 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract
22 to be applicable to subconsultants.

23 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to
24 the start of work by the subconsultant(s).

25 **ARTICLE XI EQUIPMENT PURCHASE**

26 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT
27 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or
28 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring
29 such costs.

- 1 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and
2 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must
3 be submitted with the request, or the absence of bidding must be adequately justified.
- 4 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain
5 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
6 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
7 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
8 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
9 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
10 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
11 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
12 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
13 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
14 equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

15 **ARTICLE XII STATE PREVAILING WAGE RATES**

16 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the
17 following terms and conditions shall apply.

- 18 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
19 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances
20 applicable to the work.
- 21 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction
22 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of
23 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the
24 Director of Industrial Relations.
- 25 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence
26 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined
27 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

28 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not
29 contemplated for use, the following terms and conditions shall apply.

1 A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

2 **Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction
3 contracts.

4 **ARTICLE XIII CONFLICT OF INTEREST**

5 A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an
6 impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall
7 also list current clients who may have a financial interest in the outcome of this contract, or any ensuing
8 COUNTY construction project, which will follow.

9 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest
10 that would conflict with the performance of services under this contract.

11 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid
12 on any construction contract, or on any contract to provide construction inspection for any construction project
13 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through
14 joint-ownership, or otherwise.

15 D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no
16 subconsultant who has provided design services in connection with this contract shall be eligible to bid on any
17 construction contract, or on any contract to provide construction inspection for any construction project resulting
18 from this contract.

19 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

20 CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful
21 consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY
22 shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work
23 actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate,
24 kickback or other unlawful consideration.

25 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

26 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

- 27 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of
28 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state
29 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of

1 the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection
2 with the awarding of any state or federal contract; the making of any state or federal grant; the making of
3 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,
4 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

5 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
6 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;
7 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this
8 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit
9 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

10 B. This certification is a material representation of fact upon which reliance was placed when this transaction was
11 made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction
12 imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be
13 subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14 C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this
15 certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients
16 shall certify and disclose accordingly.

17 **ARTICLE XVI STATEMENT OF COMPLIANCE**

18 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury
19 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the
20 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California
21 Administrative Code, Section 8103.

22 B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate,
23 harass, or allow harassment against any employee or applicant for employment because of sex, race, color,
24 ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical
25 condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and
26 subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment
27 are free from such discrimination and harassment. Consultant and subconsultants shall comply with the
28 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
29 regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The

1 applicable regulations of the Fair Employment and Housing Commission implementing Government Code
2 Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are
3 incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its
4 subconsultants shall give written notice of their obligations under this clause to labor organizations with which
5 they have a collective bargaining or other Agreement.

6 C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted
7 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of
8 Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement
9 and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of
10 race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits
11 of or subject to discrimination under any program or activity by the recipients of federal assistance or their
12 assignees and successors in interest.

13 D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title
14 VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex,
15 age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases
16 of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by
17 Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a
18 program whose goal is employment.

19 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

20 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws
21 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to
22 Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or
23 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently
24 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has
25 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the
26 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or
27 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or
28 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to
29 COUNTY.

- 1 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
2 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
3 agency, and dates of action.
- 4 C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services
5 Administration are to be determined by the Federal highway Administration.

6 **ARTICLE XVIII FUNDING REQUIREMENTS**

- 7 A. It is mutually understood between the parties that this contract may have been written before ascertaining the
8 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program
9 and fiscal delays that would occur if the contract were executed after that determination was made.
- 10 B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose
11 of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any
12 statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions,
13 terms, or funding of this contract in any manner.
- 14 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any
15 reduction in funds.
- 16 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by
17 mutual agreement to amend the contract to reflect any reduction of funds.

18 **ARTICLE XIX CHANGE IN TERMS**

- 19 A. This contract may be amended or modified only by mutual written agreement of the parties.
- 20 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
21 notification to proceed has been provided by COUNTY's Contract Administrator.
- 22 C. There shall be no change in CONSULTANT's Contract Manager or members of the contract team, as listed as
23 Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval
24 by COUNTY's Contract Administrator.

25 **ARTICLE XX CONTINGENT FEE**

26 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or
27 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,
28 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling
29 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this



warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of Transportation, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the contract activities, laboratory facilities, and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)

1 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,
2 work, method, operation, or process related to the construction or excavation of trenches which are five feet or
3 deeper.

4 **ARTICLE XXIV INDEMNIFICATION AND INSURANCE**

5 **A. INDEMNIFICATION**

- 6 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify, defend and
7 hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their
8 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
9 volunteers and representatives (hereinafter individually and collectively referred to as "Indemnitees") from
10 all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any
11 alleged or actual acts, omissions, or willful misconduct of CONSULTANT, its directors, officers, partners,
12 employees, agents, subconsultants or representatives or any person or organization for whom
13 CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. In
14 no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate
15 percentage of fault.
- 16 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
17 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
18 to indemnify for the specific act adjudged by the findings of a court of competent jurisdiction to be negligence
19 of the Indemnitees, and will not preclude a duty to indemnify for any negligence, recklessness, or willful
20 misconduct of CONSULTANT.
- 21 3. To the fullest extent permitted by applicable law, CONSULTANT shall defend and pay, at its sole expense,
22 all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss,
23 suits, claims, demands, actions, or proceedings based or alleged to be based on any negligence,
24 recklessness, or willful misconduct of CONSULTANT arising out of or from the performance of services
25 under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or
26 willful misconduct of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a
27 party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the
28 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless
29 the negligent act, error or omission at issue was caused by the sole active negligence of Indemnitees.

- 1 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or circumscribe
2 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 3 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
4 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
5 Code sections 2782 and 2782.8.

6 **B. INSURANCE**

7 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
8 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
9 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the
10 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
11 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
12 representatives as Additional Insureds.

13 1. **Workers' Compensation:**

14 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain
15 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
16 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits
17 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
18 favor of The County of Riverside.

19 2. **Commercial General Liability:**

20 Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified
21 contractual liability, products and completed operations liability, personal and advertising injury, and cross
22 liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its
23 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall
24 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
25 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
26 limit.

27 3. **Vehicle Liability:**

28 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
29 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an

1 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
2 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
3 limit. Policy shall name the COUNTY as Additional Insureds.

4 4. Professional Liability

5 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's
6 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per
7 occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written
8 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term
9 of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
10 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
11 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
12 Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original
13 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

14 5. General Insurance Provisions - All lines:

- 15 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
16 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
17 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for
18 a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 19 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
20 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall
21 have the prior written consent of the County Risk Manager before the commencement of operations
22 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at
23 the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
24 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
25 bond which guarantees payment of losses and related investigations, claims administration, and
26 defense costs and expenses.
- 27 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
28 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
29 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by

1 the County Risk Manager, provide original Certified copies of policies including all Endorsements and
2 all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
3 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
4 written notice shall be given to the County of Riverside prior to any material modification, cancellation,
5 expiration or reduction in coverage of such insurance. In the event of a material modification,
6 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
7 County of Riverside receives, prior to such effective date, another properly executed original Certificate
8 of Insurance and original copies of endorsements or certified original policies, including all
9 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
10 required herein is in full force and effect. CONSULTANT shall not commence operations until the
11 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of
12 endorsements and if requested, certified original policies of insurance including all endorsements and
13 any and all other attachments as required in this Section. An individual authorized by the insurance
14 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
15 Insurance.

- 16 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
17 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
18 retention's or self-insured programs shall not be construed as contributory.
- 19 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
20 of services; or, there is a material change in the equipment to be used in the performance of the scope
21 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the
22 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required
23 under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
24 insurance carried by the CONSULTANT has become inadequate.
- 25 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants
26 working under this Agreement.
- 27 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
28 insurance acceptable to the COUNTY.
- 29 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may

1 give rise to a claim arising from the performance of this Agreement.

2 **ARTICLE XXV OWNERSHIP OF DATA**

- 3 A. Ownership and title to all reports, documents, plans, calculations, and estimates produce as part of this contract
4 will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to
5 COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review
6 and approval process.
- 7 B. It is understood and agreed that all calculations, drawings and calculations, whether in hard copy or machine-
8 readable form, are intended for one-time use in the construction of any project for which this contract has been
9 entered into.
- 10 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or
11 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this
12 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
13 any use by COUNTY of project documentation on other projects, for additions to a project, or for the completion
14 of a project by others, except only such use as may be authorized in writing by CONSULTANT.
- 15 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as
16 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 17 E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the
18 agreement shall provide that the COUNTY shall have the royalty-free nonexclusive and irrevocable right to
19 reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

20 **ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- 21 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's
22 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to
23 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation
24 with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at
25 depositions and at trial or arbitration proceedings.
- 26 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction
27 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will
28 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel
29 services under this contract.

1 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be
2 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
3 contract in order to resolve the construction claims.

4 **ARTICLE XXVII CONFIDENTIALITY OF DATA**

5 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,
6 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this
7 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

8 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract,
9 shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other
10 occasion.

11 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's
12 actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance
13 of this contract, at public hearings or in response to questions from a Legislative committee.

14 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
15 work performed or to be performed under this contract without prior review of the contents thereof by COUNTY,
16 and receipt of COUNTY'S written permission.

17 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

18 F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT
19 to any entity other than COUNTY.

20 **ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

21 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury
22 that no more than one final unappealable finding of contempt of court by a federal court has been issued against
23 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply
24 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations
25 Board.

26 **ARTICLE XXIX LEGAL COMPLIANCE**

27 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and
28 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner
29 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing

1 and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

2 **ARTICLE XXX EVALUATION OF CONSULTANT**

3 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to
4 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract
5 record.

6 **ARTICLE XXXI RETENTION OF FUNDS**

- 7 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 8 B. COUNTY will withhold the last 10 percent of the budget for preparation of any final PS&E documents. The 10
9 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from
10 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved
11 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in
12 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)
13 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause
14 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating
15 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of
16 the Business and Professions Code. These requirements shall not be construed to limit or impair any
17 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in
18 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
19 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
20 consultant and subconsultants.

21 **ARTICLE XXXII NOTIFICATION**

22 All notices hereunder and communications regarding interpretation of the terms of this contract and changes
23 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage
24 prepaid, and addressed to the CONSULTANT's Contract Manager and COUNTY's Contract Administrator at the
25 respective addresses provided in Article I.B.

26 **ARTICLE XXXIII CONTRACT**

27 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby
28 agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two
29 parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work

1 to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as
2 evidenced by the signatures below.


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5 SIGNATURE PAGE FOLLOWS
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1 ARTICLE XXXIV • APPROVALS

2 COUNTY Approvals


3 RECOMMENDED FOR APPROVAL:

4
5  Dated: 9-9-19

6
7 PATRICIA ROMO
8 Director of Transportation


9
10 APPROVED AS TO FORM:

11 GREGORY P. PRIAMOS, County Counsel

12
13 By  Dated: 9/19/19

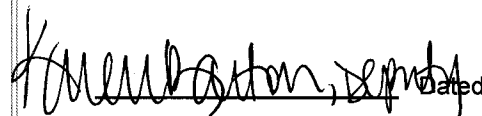
14 Kristine Bell – Valdez
15 Supervising Deputy County Counsel

16
17 APPROVAL BY THE BOARD OF SUPERVISORS

18
19
20  Dated: OCT 01 2019

21 Kevin Jeffries
22 PRINTED NAME
23 Chairman, Riverside County Board of Supervisors


24 ATTEST:

25
26
27  Dated: OCT 01 2019

28 KECIA R. HARPER
29 Clerk of the Board (SEAL)

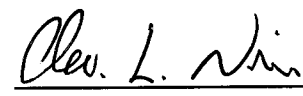
CONSULTANT Approvals

CONSULTANT: Dynatest North America, Inc.

 Dated: Aug 19, 2019

Amanda Eason
PRINTED NAME
Vice President of Finance
TITLE

CONSULTANT: Dynatest North America, Inc.

 Dated: Aug 16, 2019

Christian Lanng Nielsen
PRINTED NAME
CEO
TITLE



ATTACHMENT A • SCOPE OF SERVICES

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11 B. COST ACCOUNTING 2

12 C. SCHEDULING 2

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30 **ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK 2**

ARTICLE AI • INTRODUCTION

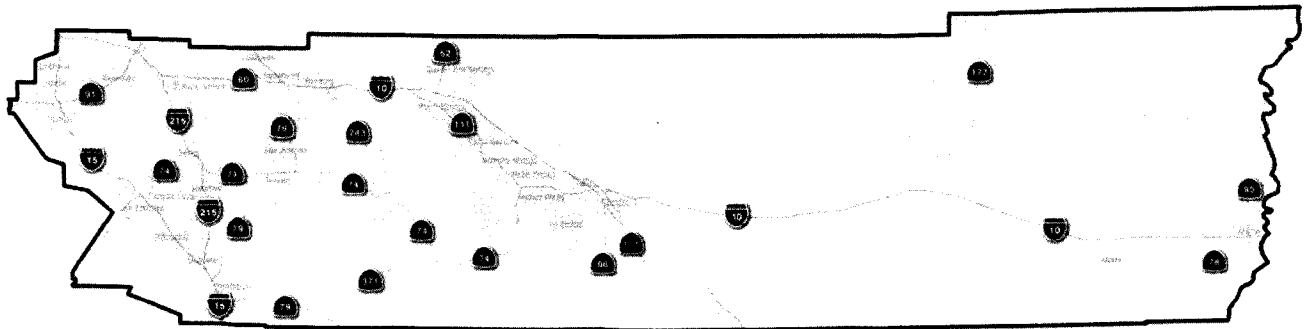
A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the COUNTY for work assignments located throughout the COUNTY. CONSULTANT will provide automated pavement data collection and evaluation of County-maintained roadways, administrative, managerial, and other types of services in support of COUNTY operations.

B. LOCATION

On-call Assignments may be located anywhere within the jurisdictional boundaries of the County of Riverside as outlined in the map shown below.

Map of the County of Riverside



C. COORDINATION

CONSULTANT shall coordinate with other involved agencies for compatible testing and other testing standards from organizations such as, California State Department of Transportation (CALTRANS), Federal Highway Administration (FHWA) and other testing agencies, if applicable.

D. STANDARDS

Pavement survey and rating shall be performed in accordance with current ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Surveys" procedures including compliance with the Metropolitan Transportation Commission (MTC) pavement distress rating procedures.

E. KEY PERSONNEL

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY's Contract Administrator has been secured. The key personnel for performance of this Contract are:

Assignment	Key Personnel
Contract Manager	Phillip Donovan, PhD, PE
Project Engineer	Alvaro Ulloa, PE
Project Engineer	Amir Norouzi

ARTICLE AII • CONTRACT ADMINISTRATION

A. CONTRACT MANAGEMENT

The CONSULTANT's Contract Manager will maintain ongoing liaison with the COUNTY's Contract Administrator and other effected agencies to promote effective coordination during the course of working on Task Orders.

B. COST ACCOUNTING

The CONSULTANT will prepare and submit monthly invoices of expenditures for each on-call Task Order. Expenditures include direct labor costs, other direct costs and subconsultant costs. All Invoices will include all supporting data.

C. SCHEDULING

Schedules will be prepared for each specific Task Order.

ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for transportation related services located throughout Riverside County. Services will be performed at the request of the COUNTY's Contract Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's Contract Manager or authorized designees. The sum of the Task Orders cost estimates authorized shall not exceed the maximum amount specified in the 3-year term. The complete scope of work is appended herewith as Attachment A1, Scope of Work, County of Riverside Transportation Department, As-Needed Automated Pavement Collection and Evaluation.

ATTACHMENT A1. SCOPE OF WORK**COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT
AS-NEEDED AUTOMATED PAVEMENT DATA COLLECTION AND EVALUATION****A. Background and Work Description**

The County has recognized the need for an accurate and up-to-date data in its pavement management system to implement a proactive approach in the rehabilitation, reconstruction and maintenance of the County's road network. The work will consist of providing automated pavement data collection and evaluation for approximately 1,023 centerline miles of arterial and collector roads and 963 centerline miles of residential and local roads in a timely manner. The service provided is for a maximum contract term of 9 years, consisting of an initial 3-year term and 2 additional 3-year optional renewal, if exercised by the County.

The Consultant shall provide all necessary field inspectors, vehicles, tools, equipment, and traffic control required to complete a Pavement Condition Index (PCI) survey of all County-maintained roads following the Metropolitan Transportation Commission (MTC) pavement distress rating procedures based on a modified ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Conditions Index Surveys" and pavement distress definitions and descriptions as described in the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements," 4th Edition, March 2016. All surface distress data will be processed, analyzed, checked for completeness, accuracy, proper format, and uploaded into the County's existing pavement management system (PMS) – StreetSaver.

The Consultant may also provide as needed services as described herein.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Consultant waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Consultant's services, including, but not limited to, lost profit.

B. Hours and Days of Service

Hours of services shall be primarily performed within the 7:00 AM to 5:00 PM. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Administrator.

C. Performance Period

Automated pavement data collection and evaluation for all roads shall be performed during the first 180 calendar days of the Contract's commencement date unless otherwise directed by the Contract Administrator. For the optional renewal terms (biennial – year 4 and 7), if exercised by the County, the automated pavement data collection and evaluation for arterial and collector roads shall be performed during

the first 90 calendar days of the contract's renewal date. Pavement data collection and evaluation for residential roads shall be performed during the first 90 calendar days of the third year from the Contract's renewal date.

D. As-Needed Services

During the performance periods specified above and throughout the contract's term, including optional terms, if any, the Consultant may be called upon by the Contract Administrator to perform additional pavement condition data collection at various locations throughout the County and/or pavement management services on an as-needed basis. Pavement management services shall include GIS support and mapping, preparing budgetary analysis, forecasting future PCI, creating budget scenario, developing a 5-year maintenance and rehabilitation strategy, preparing a pavement management report, and other services as directed.

E. Pavement Data Collection

The following sections provide details and background on methodologies, which will be used to collect the pavement performance data.

1. General Survey Protocols

- a. All data collected by the Contractor shall be in accordance with the County's existing road reference methodology, naming and referencing convention. No cross referencing of data will be allowed.
- b. All data will be collected continuously and summarized at 100-foot intervals, on all categories of roads.
- c. All data will be georeferenced with on-board GPS systems.
- d. Data will be collected in one direction (single pass) on 2-lane or individual one-direction roads. Median turn lane will not be collected.
- e. Data will be collected in both directions, in the outer-most lane on roads with 4 lanes or more.
- f. Divided roads will be surveyed in both directions.
- g. Surveys are to be completed on a route basis covering all roadways identified by the County and only on portions that belong to the County.
- h. All pavement type changes are to be noted at their appropriate chainage, and the chainage for the start of the new section reset at 0+00.
- i. The location (GPS coordinates and chainage) of the intersection of two routes is to be noted as an event with no interruption to the chainage.

- j. The surface distress data shall be accumulated on a road section basis in accordance with MTC-published pavement condition Index distress identification manual and sectional format.
- k. When two pavement types (flexible pavement – asphalt concrete, and rigid pavement – Portland Cement) exist within the same section, the most predominant shall prevail or if percent is flexible, choose flexible.

2. Road Inspection Schedule

The pavement condition inspection schedule for the first term and the two optional terms, if exercised by the County, is shown below:

Year	Work Description	Road Survey Miles
1*	Evaluate all roads – Arterial, Collector, Residential	2,100
2	Evaluate Slurry and Chip Seal from prior year per MTC, budget analysis	300
3	As-needed support – inspection, forecasting, GIS	
4*	Evaluate all roads – Arterial, Collector, Residential	2,100
5	Evaluate Slurry and Chip Seal from prior year per MTC, budget analysis	300
6	As-needed support – inspection, forecasting, GIS	
7*	Evaluate all roads – Arterial, Collector, Residential	2,100
8	Evaluate Slurry and Chip Seal from prior year per MTC, budget analysis	300
9	As-needed support – inspection, forecasting, GIS	

* start of term of Contract

An updated road list to be inspected will be provided to the Consultant at the time the contract is executed and approved. Detailed road sections and their respective identification (ID) numbers will be made available in digital form. The pavement condition data collected must be linked to these ID numbers in order to facilitate the electronic transfer of data to the County's PMS StreetSaver.

All roads have been sectioned with individual road sections identified using the street name along with the "from" and "to" identifiers. Every effort has been made to ensure the accuracy of the road section listing, as it exists in the County's in-house PMS application. If, for any reasons there are errors in the list, all data must reflect the "as-tested" conditions. The Consultant will

provide an "exception list" where there is no data collected for a road section (all stations) and provide a reason for why the data could not be collected.

3. Surface Distress Data

The Consultant shall provide clean electronic files of the "StreetSaver" formatted surveyed data for each street section. The files shall contain detailed distress data summarized at required survey intervals matching the County's existing naming and referencing convention. Distress data and photos of representative pavement conditions shall be uploaded into StreetSaver for each road segments evaluated and a digital copy provided to the County. All surface distress data shall be uploaded into the County's PMS StreetSaver by the Consultant.

Downward facing images of the pavement surface shall be collected to produce a 12-foot width view of the pavement surface for visual and post-processed pavement distress condition evaluation. These images shall be collected from downward pointing cameras, which are orthogonal to the pavement surface. The downward facing images shall be collected with a uniform and consistent form of illumination applied to the pavement surface. The illumination shall be regulated to provide sufficient contrast and crack-shadows for the clear discernment of cracking and patching. Pavement condition will be evaluated based on the type, severity and extent, and amount of pavement defects or distresses or as described in the MTC-published pavement distress manual.

The Consultant will collect all physical pavement surface defects (as presented in the list below) in accordance with the modified ASTM D 6433 "Standard Practice for Roads and Parking Lots Pavement Conditions Index Surveys" and rate the surface defects or distresses based on methodologies consistent with MTC pavement distress rating procedures.

1. Alligator Cracking
2. Block Cracking
3. Distortions
4. Longitudinal and Transverse Cracking
5. Patching & Utility Cut Patching
6. Rutting and Depressions
7. Raveling
8. Weathering

In addition to downward facing imagery that shows the details of the pavement condition, the Consultant shall provide forward facing imagery to provide context to the distress information. Forward facing imagery shall be collected using a minimum of two forward facing cameras. The entire width of the roadway shall be centered in all forward facing images. The forward facing images shall be collected only when there is enough light to clearly show the distress information and its surrounding.

All distress data and imageries shall be synchronized with GPS data streams.

4. Global Position System Data

The survey vehicles must be capable of collecting reliable and accurate Global Positioning (GPS) data, using Inertial aided GPS. Systems are rated to +/- 1 meter horizontal accuracy, while post-processing of this GPS data can result in sub-meter accuracies.

GPS data shall be collected simultaneously with the surface distress data for each 100-foot interval. The GPS data shall also be summarized and collected along the full length of the section regardless of pavement changes.

F. Quality Assurance

The Consultant shall complete a sampling between 50 and 100 survey miles prior to completing the full data collection of the first year of each term. The County will supply a list of roads to be sampled. An approval or meeting request to discuss the findings will be given by the County with one week advance notice.

Approval of the initial survey miles is required prior to completing the remaining data collections for that year. All data submitted by the Consultant will be subject to review. Approval of data will be subject to the following criteria:

1. All reviews shall be conducted by a minimum of two County personnel plus a Consultant's representative, each independently following the protocols specified in the MTC pavement distress rating procedures. The County anticipates up to ten working days of turnaround time.
2. Out of 50 to 100-mile data sampling, the County will select 10 random sections with a minimum length of 0.5 mile for quality compliance review.
3. The County will review the Consultant's data against County collected data and actual field observations.
4. The PCI computed using Consultant's data must be within 5 points of the resulting PCI computed using the County collected data.
5. If data is found unacceptable, the Consultant shall be given the opportunity to review the raw data, reprocess it if required, and resubmit the data to the County.

6. If complete agreement is achieved, the authorization to proceed with the remaining miles of road will be granted by the County.
7. If close agreement cannot be achieved on the second iteration, the data collection will be terminated and submitted data rejected which County may suspend or terminate this Contract for default as provided in the Engineering Services Agreement, Article VI, Termination, of this Contract, and withhold any payments that could have been due to the Consultant for the tasks that were performed prior to the breach of the Contract and/or seek any other damages for Consultant's default provided for in this Contract, if applicable. The County may, in its sole discretion, determine whether the data provided conforms to the requirements of this contract. County's determination shall control and be binding.

G. Deliverables

At the completion of this work for the initial and each optional renewal term, the Consultant shall provide the following deliverables to the County:

1. Quantified surface distress information to assess pavement condition.
2. Downward facing and forward facing pavement imageries.

All data shall be processed, checked for quality, completeness, accuracy, and delivered to the County in an electronic format ready for uploading into the County's existing PMS (StreetSaver). The Consultant shall be required to upload all data into the County's PMS program. Debugging or data manipulation will not be completed by the County. Copies of all data shall be submitted digitally using an external hard drive or flash drive. All data generated by the Consultant is the property of the County of Riverside.

H. Utilities

The County will not provide utilities.

I. Storage Facilities

The County will not provide storage facilities for the Consultant.

J. Special Safety Requirements

All Consultant's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and mandatory safety requirements as applicable while performing the work within the County of Riverside.

Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

Consultant shall inspect and identify any conditions that render any portion of the premises unsafe. Consultant shall notify the County immediately when a condition threatens imminent injury to the public or damage to property.

The Consultant will provide all necessary inspection and traffic control equipment required for data collection.

K. Additional Responsibilities of the Consultant

At all times during the Contract term, including optional terms if exercised by the County, the consultant or its operators shall:

1. Have at least five years' experience, within the last five years in collecting pavement performance data for clients across North America using the modified ASTM D 6433 "Standard Practice for Roads and Parking Lots Pavement Conditions Index Surveys" and MTC-published pavement PCI identification manual.
2. Maintain a project manager with a minimum of five years of experience performing automated pavement evaluation of the type of service solicited during the entire Contract term.

L. Responsibilities of the County

The County may perform periodic inspections of the work location(s) as determined necessary or requested by the Contract Administrator. The Contract Administrator or County representative may accompany the Consultant's crews conducting the work to observe their performance of the Contract work.

M. As-needed Work/Locations

1. The Contract Administrator may authorize the Consultant to perform additional work including, but not limited to, pavement evaluation at County facilities, adding service area(s) or other circumstances arising out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other pavement management need.
2. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

N. Project Safety Official

The Consultant shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Consultant's Injury and Illness Prevention Program and Code of Safe Practices. The Consultant's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Consultant to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Consultant is in compliance.

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

The CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV and with the following Schedule of Services. This Contract shall permit the issuance of Task Orders until June 30, 2022. COUNTY and CONSULTANT may enter into one-year supplemental extensions to this contract for the purpose of authorizing Task Orders. This authorization of Task Orders may be extended up to two (2) times, for a period not to exceed two (2) years from the original date of the Contract. All Task Orders authorized under this Contract must therefore be authorized no later than June 30, 2024. All services authorized by Task Orders shall be completed within two (2) years of the final authorized date for approving Task Orders. All Task Order services authorized in this Contract shall therefore be completed no later than June 30, 2026.

Contract expiration time frames for issuance of work authorizations:

Contract	October 1, 2019 to June 30, 2022	
Supplemental 1	July 1, 2022 to June 30, 2025	Transportation Director or Board of Supervisors
Supplemental 2	July 1, 2025 to June 30, 2028	Transportation Director or Board of Supervisors

Deliverables/Services schedules will be prepared for each specific Task Order that the CONSULTANT is assigned.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. SUBMITTALS

Where CONSULTANT is required to prepare and submit studies, reports, calculations, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

B. TIME EXTENSIONS

1. Any delay in providing services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended

1 to deny CONSULTANT of any available civil legal remedies in the event of a dispute

2 **C. FINAL ACCEPTANCE**

3 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give
4 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder
5 unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance
6 determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

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ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon the Billing Rates Worksheets attached hereto and based on a negotiated cost estimate for each specific Task Order. COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work in accordance with the attached Billing Rates Worksheet. Actual costs for any Task Order shall not exceed the authorized cost estimate. If actual costs are expected to exceed the amount authorized, a new, separate Task Order and associated cost estimate must be authorized prior to incurrence of any cost that exceeds the amount authorized. The sum of the Task Order cost estimates authorized in each year shall not exceed the maximum annual amount.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the billing rates provided in the Billing Rates Worksheets attached hereto. Billing rates for staff positions not listed in the billing rates shall be approved by the COUNTY.

B. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates defined in each Task Order, or at actual invoiced cost. Travel by air and/or travel in excess of 100 miles from CONSULTANT's office nearest to the COUNTY's office and/or Task Order must have COUNTY's prior written approval to be reimbursed under this Agreement.

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the negotiated cost proposal for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide subconsulting services under this contract are listed below:

All work is performed in-house

ARTICLE CIII • INVOICING

CONSULTANT shall submit invoices in accordance with the On-Call Services Agreement ARTICLE V:

1 ALLOWABLE COSTS AND PAYMENTS and with the following requirements.

- 2 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
- 3 in writing by the COUNTY's Contract Administrator.
- 4 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's
- 5 monthly invoice submittals and be in conformance with the COUNTY's Consulting Services Invoicing
- 6 Procedures.
- 7 3. The charges for each individual assigned under this Contract shall be listed separately.
- 8 4. Charges for Direct Costs shall be accompanied by substantiating documentation such as invoices,
- 9 telephone logs, etc.
- 10 5. Each invoice shall bear a certification signed by the CONSULTANT's Contract Manager or an officer
- 11 of the firm which reads as follows:

12 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and

13 rates worked and paid to the employees listed.

14
15 **ARTICLE CIV • PAYMENT**

16 Progress payments shall be made in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE
17 COSTS AND PAYMENTS.

18 **ARTICLE CV • COST PROPOSAL**

19 The total annual amount of services to be performed under this contract shall not exceed \$600,000 unless approved
20 in writing by the COUNTY.

21 **Triennial Budget Amount:**

<u>Year</u>	<u>Amount</u>
22 October 1, 2019 to June 30, 2022	\$600,000
23 July 1, 2022 to June 30, 2025	\$600,000 (Requires Transportation Director Approval)
24 July 1, 2025 to June 30, 2028	\$600,000 (Requires Transportation Director Approval)

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26
27 **ARTICLE CVI • BILLING RATES**

28 Billing rates are subject to the following:

29 **A. PREMIUM OVERTIME**

1 Billing rates shall be applicable to both straight time and overtime work unless payment of premium for
2 overtime work is required by law, regulation or craft agreement, or is otherwise specified in the On-Call
3 Services Contract. In such event, the premium portion of the Direct Salary Costs will not be subject to the
4 Multiplier.

5 **B. BILLING RATES**

6 Billing rates shown herein are in effect for three (3) years from the effective date of the contract. Thereafter,
7 CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify
8 COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be
9 subject to approval by the Transportation Director, or their designee.

**AUTOMATED PAVEMENT DATA COLLECTION AND EVALUATION
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT**

RATE WORKSHEET
COMPANY: Dynatest North America, Inc.

CONSULTANT TITLE	2019/20 HOURLY RATE	2020/21 HOURLY RATE	2021/22 HOURLY RATE
AS-NEEDED SERVICES – Pavement management services or as directed.			
Project Manager	\$239.00	\$245.00	\$251.00
Senior Engineer	\$222.00	\$228.00	\$234.00
Project Engineer	\$188.00	\$193.00	\$198.00
Engineer-in-Training	\$149.00	\$153.00	\$157.00
Senior Technician	\$154.00	\$158.00	\$162.00
Technician	\$114.00	\$117.00	\$120.00
Junior Technician	\$91.00	\$93.00	\$95.00
Clerical	\$81.00	\$83.00	\$85.00
Travel and Per Diem Reimbursement must be pre-approved per Caltrans Guidelines for each task order for as-needed services			

CONSULTANT SERVICES	2019/20 \$/MILE	2020/21 \$/MILE	2021/22 \$/MILE
PAVEMENT CONDITION SURVEY			
Complete survey of all functional classifications*			
Data collection and evaluation (100 mile minimum data collection and minimum price at 2,100 miles i.e. \$158.40/mile for 2019 and \$162.30/mile for 2020)	\$255-(\$0.046 x #miles)	\$261-(\$0.047 x #miles)	\$268-(\$0.048 x #miles)
Cleanup of all functional classifications*			
Inspect slurry and chip seal placed from prior year (100 mile minimum)		\$209 x #miles	\$214 x #miles
* Tasks Included in Project			
1-Project Management and Meetings			
2-Cleaning and Updating Pavement Inventory			
3-PCI Survey and Rating			
4-StreetSaver and GIS Link/Import and QC			
5-Maps and Summary PCI Reporting/Photos			

**AUTOMATED PAVEMENT DATA COLLECTION AND EVALUATION
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT**

RATE WORKSHEET

COMPANY:

Dynatest North America, Inc.

CONSULTANT TITLE	2022/23 HOURLY RATE	2023/24 HOURLY RATE	2024/25 HOURLY RATE
AS-NEEDED SERVICES – Pavement management services or as directed.			
Project Manager	\$257.00	\$263.00	\$270.00
Senior Engineer	\$240.00	\$246.00	\$252.00
Project Engineer	\$203.00	\$208.00	\$213.00
Engineer-in-Training	\$161.00	\$165.00	\$169.00
Senior Technician	\$166.00	\$170.00	\$174.00
Technician	\$123.00	\$126.00	\$129.00
Junior Technician	\$97.00	\$99.00	\$101.00
Clerical	\$87.00	\$89.00	\$91.00
Travel and Per Diem Reimbursement must be pre-approved per Caltrans Guidelines for each task order for as-needed services			

CONSULTANT SERVICES	2022/23 \$/MILE	2023/24 \$/MILE	2024/25 \$/MILE
PAVEMENT CONDITION SURVEY			
Complete survey of all functional classifications*			
Data collection and evaluation (100 mile minimum data collection and minimum price at 2,100 miles)	\$275-(\$0.049 x #miles)	\$282-(\$0.050 x #miles)	\$289-(\$0.051 x #miles)
Cleanup of all functional classifications*			
Inspect slurry and chip seal placed from prior year (100 mile minimum)	\$219 x #miles	\$224 x #miles	\$230 x #miles
* Tasks Included in Project			
1-Project Management and Meetings			
2-Cleaning and Updating Pavement Inventory			
3-PCI Survey and Rating			
4-StreetSaver and GIS Link/Import and QC			
5-Maps and Summary PCI Reporting/Photos			

**AUTOMATED PAVEMENT DATA COLLECTION AND EVALUATION
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT**

RATE WORKSHEET

COMPANY:

Dynatest North America, Inc.

CONSULTANT TITLE	2025/26 HOURLY RATE	2026/27 HOURLY RATE	2027/28 HOURLY RATE
AS-NEEDED SERVICES – Pavement management services or as directed.			
Project Manager	\$277.00	\$284.00	\$291.00
Senior Engineer	\$258.00	\$264.00	\$271.00
Project Engineer	\$218.00	\$223.00	\$229.00
Engineer-in-Training	\$173.00	\$177.00	\$181.00
Senior Technician	\$178.00	\$182.00	\$187.00
Technician	\$132.00	\$135.00	\$138.00
Junior Technician	\$104.00	\$107.00	\$110.00
Clerical	\$93.00	\$95.00	\$97.00
Travel and Per Diem Reimbursement must be pre-approved per Caltrans Guidelines for each task order for as-needed services			

CONSULTANT SERVICES	2025/26 \$/MILE	2026/27 \$/MILE	2027/28 \$/MILE
PAVEMENT CONDITION SURVEY			
Complete survey of all functional classifications*			
Data collection and evaluation (100 mile minimum data collection and minimum price at 2,100 miles)	\$296-(\$0.052 x #miles)	\$303-(\$0.053 x #miles)	\$311-(\$0.054 x #miles)
Cleanup of all functional classifications*			
Inspect slurry and chip seal placed from prior year (100 mile minimum)	\$236 x #miles	\$242 x #miles	\$248 x #miles
* Tasks Included in Project			
1-Project Management and Meetings			
2-Cleaning and Updating Pavement Inventory			
3-PCI Survey and Rating			
4-StreetSaver and GIS Link/Import and QC			
5-Maps and Summary PCI Reporting/Photos			