

CONSULTANT: Dynatest North America, Inc.  
CONTACT PERSON: Salil Gokale P.E.  
ADDRESS: 11415 Old Roswell Rd, Suite 100  
Alpharetta, GA 30009  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 47-5068880 / 602961390  
TELEPHONE/FAX NUMBER: 904-964-3777 / 904-964-3749  
COUNTY DEPT: Public Works / Transportation and  
Environmental Services  
DEPT. CONTACT PERSON: Joyce Barnes, Engineer II  
TELEPHONE/FAX NUMBER: 425-262-2468 / 425-388-6449  
PROJECT: Snohomish County Pavement Condition  
Survey  
AMOUNT: \$355,085.00  
FUND SOURCE: RC1000  
CONTRACT DURATION: Execution through December 31, 2022

AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT NO. CC06-18

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and DYNATEST NORTH AMERICA, INC., a Georgia corporation (the "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide for pavement condition surveys on County roadways. The scope of services is as defined in Schedule A attached hereto and by this reference made a part of this Agreement. This Agreement is the product of County RFP-03-18, Snohomish County Pavement Condition Survey.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Consultant practices or operates at the time the services are performed. The Consultant shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Consultant in connection with performing the services shall be of good quality. The Consultant represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Consultant will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2022. The Consultant shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2022, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2018, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Consultant for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Consultant’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Consultant shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

**All Invoices must be sent for Contract compliance review to:**

**Public Works – Contract Admin  
Attn: Lori White  
3000 Rockefeller, M/S 607  
Everett, WA 98201**

d. Payment. The County’s preferred method of payment under this Agreement is electronic using the County’s “e-Payable” system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded an Agreement with Snohomish County and will be receiving payment through the County’s e-Payable process. The Consultant needs to provide contact information (name, phone number and email address). The Consultant will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of an Agreement or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Consultant does not enroll in the electronic (“e-Payable”) payment method described above, Agreement payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

Upon acceptance of payment, the Consultant waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Consultant pursuant to this Agreement.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this Agreement using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$355,085.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Consultant agrees that Consultant will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant’s obligations under this Agreement (the “Consultant personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when required by law.

Because it is an independent contractor, the Consultant shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Consultant agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work under this Agreement. The Consultant shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

6. Amendments. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Joyce Barnes  
Title: Engineer II  
Department: Public Works, Transportation & Environmental Services  
Telephone: (425)-262-2468  
Email: Joyce.Barnes@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Consultant shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the

requirements of this Agreement, the County shall notify the Consultant that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Consultant with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Consultant shall promptly remedy the problem or problems and re-submit the work to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Consultant shall be responsible for the accuracy of work even after the County accepts the work.

If the Consultant fails or refuses to correct the Consultant's work when so directed by the County, the County may withhold from any payment otherwise due to the Consultant an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Consultant shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Consultant. In addition, the Consultant shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Consultant shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.



16. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon two (2) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case

payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County Public Works  
3000 Rockefeller, M/S 607  
Everett, Washington 98201  
Attention:     Joyce Barnes

If to the Consultant:                 Dynatest North America, Inc.  
11415 Old Roswell Rd, Suite 100  
Alpharetta, GA 30009  
Attention:     Salil Gokale P.E.

The County or the Consultant may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Consultant shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Consultant's performance under this Agreement. The Consultant may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Consultant shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or

copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Consultant was selected through the County's RFP identified in Section 1. The RFP and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Consultant's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Consultant, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Consultant, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.


“County”  
SNOHOMISH COUNTY:

  
\_\_\_\_\_  
County Executive                      4/12/18                      for  
Date  
**KEN KLEIN**  
Executive Director

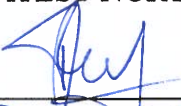
Approved as to insurance  
and indemnification provisions:

  
\_\_\_\_\_  
Risk Management                      3/9/18                      Date

Approved as to form only:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney                      3/5/18                      Date

“Consultant”  
DYNATEST NORTH AMERICA, INC:

  
\_\_\_\_\_  
DIRECTOR                      MAR. 8, 2018                      Date  
NICHOLAS BECK

Approved as to form only:

  
\_\_\_\_\_  
Legal Counsel to the Consultant                      MAR 8, 2018                      Date

|                  |         |
|------------------|---------|
| COUNCIL USE ONLY |         |
| Approved: _____  | 4-11-18 |
| Docfile: _____   | D-3     |

Schedule A  
Scope of Services

The Consultant shall:

- Perform windshield-based annual pavement condition surveys – *in accordance with ASTM D6433-11/NWPMA procedure* - over the next several years on the following quantities of County roadway pavements:

| Year   | Road Type                                 | Centerline Miles |
|--|---|------------------|
| 2018   | Local access, Northern part of the County | 529              |
| 2019   | Arterial/Collector                        | 513              |
| 2020   | Local access, Southern part of the County | 536              |
| 2021   | Arterial/Collector                        | 513              |
| 2022   | Local access, Northern part of the County | 529              |
| <b>Estimated total centerline miles over 5 years</b> |   | <b>2,620</b>     |

- Establish and execute a proactive, collaborative Quality Management Plan (QMP) that will ensure that high quality pavement condition data is collected and reported to the County.
- Communicate regularly with the County Project Manager to keep everyone up-to-date on the status of the project.
- Deliver Excel spreadsheets (in the required format) containing all pavement distress data recorded for each pavement segment as well as comments explaining why some data may not have been collected. Please note: It is strongly recommended that pavement distress data be reported incrementally throughout the project so as to identify any potential issues early in the inspection process.
- Provide pavement profile measurements on primary roads in years 2019 and 2021.

The following project tasks have been identified in relation to the above services:

**Task 1:** Project Kickoff meeting and quality management plan development/finalization

**Task 2:** GIS and Pavement Inventory database review

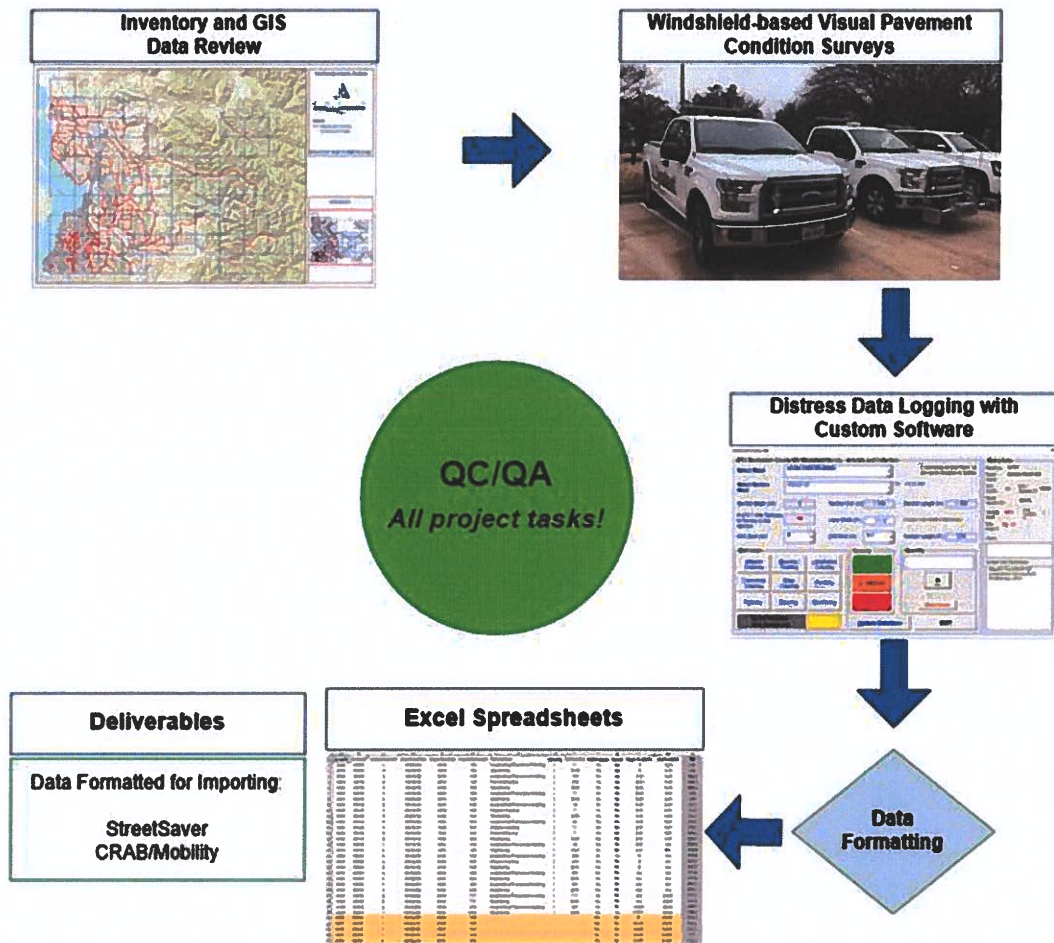
**Task 3:** Conduct windshield-based distress surveys

**Task 4:** Update Excel spreadsheet with collected distress data

**Task 5:** Submit final deliverables

**Task 6:** IRI and Rutting Surveys in years 2019 and 2021.

The overall project work-flow is shown on the following page in Figure 1.



**Figure 1 Project Work Flow Diagram**

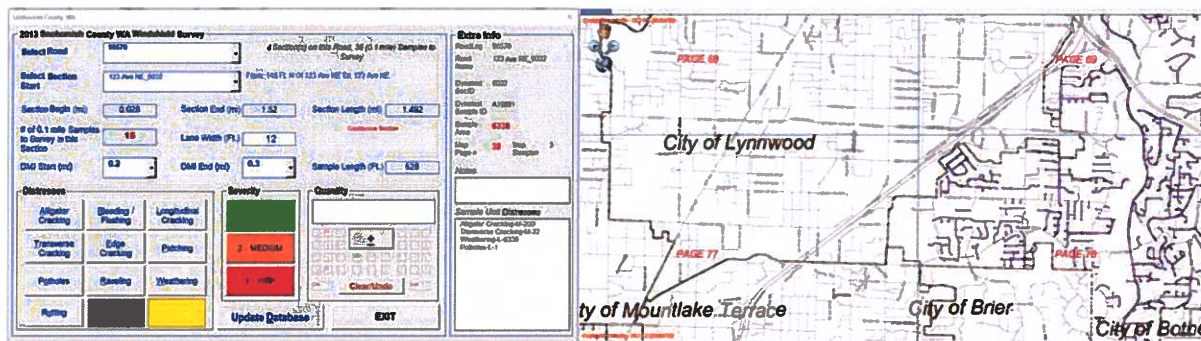
**Task 1: Kickoff Meeting and quality management plan development/finalization.** The Consultant will meet with County staff to initiate the project. This meeting will occur following the notice to proceed and at the earliest convenience of the County staff. The purpose of this meeting is to review current pavement network, finalize the quality management plan, and finalize the project schedule. Prior to beginning the project, the Consultant will develop a clear communications plan with contact information and list of key personnel from both the Consultant and the County, and a comprehensive project plan, including detailed schedule and deliverables. All project related tasks and deliverables will be reviewed during the kick-off meeting.

**Task 2: GIS and Pavement Inventory Database Review.** The Consultant will conduct a thorough review of the County’s GIS data and the StreetSaver database, including:

- A review of the County’s GIS data to ensure that all County managed roadway sections (and sub-segments) are present, and that they include all pertinent attributes including, but not limited to:
  - Segment and Section identifiers
  - Surface type, number of lanes, functional classification
  - From and To descriptions including Begin and End mile points
  - Correctly calculated GIS lengths

- Number of 0.1 mile sub-segments (inspection units), with correctly calculated Begin/End mile points
- A review of the County’s StreetSaver database to ensure that the County’s GIS data matches to it for each record present.
- The Consultant understands that the Begin/End mile point definitions were derived from a legacy Washington DOT (WSDOT) database, and that the calculated roadway section length (End mile point – Begin mile point) may not exactly match the length calculated through GIS. The Consultant team will identify roadway sections that show a significant difference in calculated lengths and will work with the County’s project management team to provide corrections.
- The Consultant team will work with the County to add/remove new road segments, adjust jurisdiction changes, and make other pertinent changes as required.
- Following initial review, the Consultant team will work with the County to conduct segmentation of the GIS data into appropriate inspection units. The segmented GIS data will form the basis for all field work and data collection.

The Consultant has developed field programs for facilitating windshield-based pavement condition surveys. This includes a data logging program, GIS based maps and navigation, and an efficient routing software. These programs will be updated with the segmented GIS data, and deployed for field work. Example screen captures from these software programs are shown below in Figure 2.



**Figure 2 Field Data Collection Software**

**Task 3: Pavement Condition Surveys.** Following the review of the County’s pavement GIS data and inventory, the Consultant team will conduct windshield-based pavement condition surveys. Prior to and during the pavement condition survey, the project team shall: (1) Work closely with the County staff to develop a testing schedule; (2) Verify a list of pavement sections to be surveyed, and (3) Perform continuous QA/QC of data during surveying.

The windshield surveys shall be conducted by 2-person teams, using a Consultant vehicle equipped with appropriate safety devices. The pavement condition surveys will be carried out while driving at slow speeds (10-20mph), while recording distresses in real-time. Right of Way or pavement images will not be collected in this method. The Consultant team will conduct field work only during daylight hours and during dry weather conditions. The Consultant team will drive the vehicle while observing traffic rules and regulations, and will pull over or let traffic pass in case significant traffic begins to build up behind the survey vehicle.

An example photograph of the Consultant’s equipment is shown in Figure 3. These survey vehicles are equipped with highly visible flashing light bars, company logos on the sides, distance measuring

instruments (DMI), and GPS receivers.



**Figure 3 Dynatest Field Survey Vehicle**

The distress condition surveys will be carried out in accordance with the guidance and distress definitions provided in ASTM D6433-11/NWPMA Manual. Pavement inspectors will perform field calibration tests to ensure that estimated windshield-based quantities are in relatively close agreement to manually measured distress quantities.

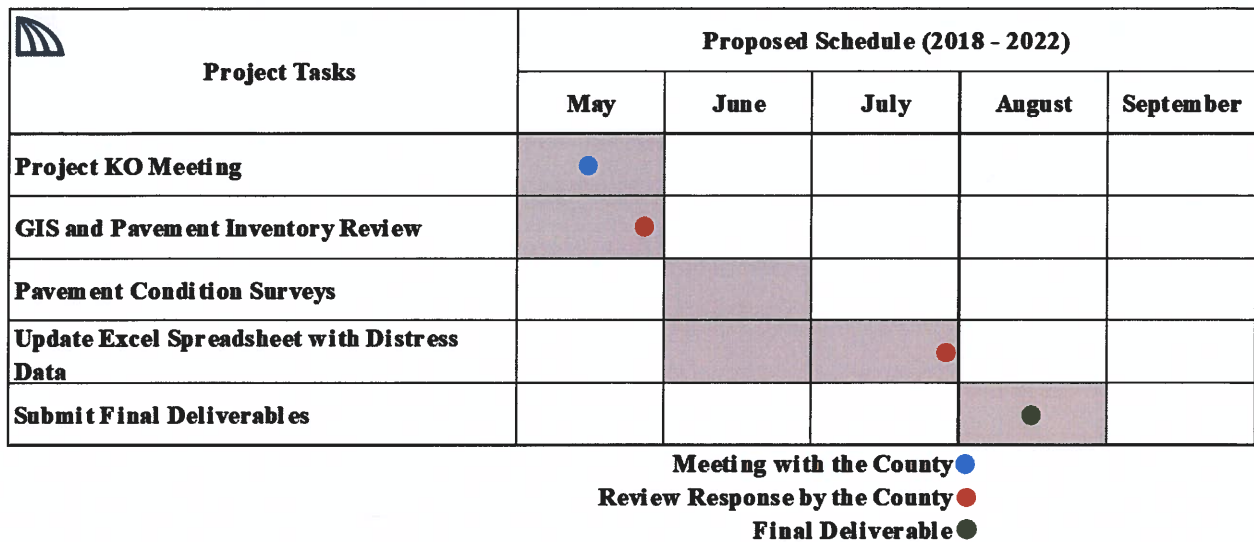
**Tasks 4 and 5: Update Excel Spreadsheet and Submit Final Deliverables.** The Consultant will populate the County's spreadsheet with all pavement condition data and required comments. Distress data will be available as a detailed distress database, a sheet formatted specifically for import into the County's StreetSaver database, and a sheet formatted specifically for CRAB/Mobility software. Once the spreadsheet is completed, it will be submitted to the County for final acceptance. Throughout the duration of the project, incremental versions of the spreadsheet will be submitted to the County in support of QC/QA activities.

**Task 6: IRI and Rutting Surveys.** The Consultant will provide pavement profile measurements (for calculation and reporting of IRI or MRI, and rutting), and will deploy one its high-speed Roadway Surface Profilers (RSP) to Snohomish County. The Consultant's RSPs are certified by the Texas Transportation Institute (TTI) and provide the highest degree of accuracy and repeatability of pavement profile measurements. IRI and rutting data will be required on arterial/collector roads only. The Consultant will collect IRI and rutting data on the primary/arterial network. This data collection will take place at posted speed limits (up to 65mph) under prevailing traffic conditions. The data will be accompanied by sub-meter accuracy GPS coordinates, and will be reported in 0.1-mile segments (per each inspection unit). Delivery of the final data will be in the format requested by the County.

### **Proposed Project Schedule**

The Consultant will conduct pavement condition surveys in the May/June months of each year. Actual field work will be conducted while keeping the weather forecast under consideration, and, after discussion/consultation with the County's project management team. The Consultant will submit the deliverables each year within a four-month period. The Consultant's project schedule for each year is shown below in Figure 4.





**Figure 4 Proposed Project Schedule**

The Consultant will provide IRI and rutting data (in years 2019 and 2021). The Consultant will deploy one of its Roadway Surface Profilers for this effort. The Consultant will make all practical efforts to collect the IRI/rutting data along with windshield-based pavement condition surveys.

**QUALITY MANAGEMENT PLAN (QMP)**

The Consultant will incorporate multiple levels of Quality Control (QC) and Quality Assurance (QA) into the performance of this Agreement.

**Quality Control and Quality Assurance Definitions**

Quality Control (QC) is a system of routine technical activities to measure and control the quality of data as it is being developed. QC is designed to: (1) provide routine and consistent checks to ensure data integrity, correctness, and completeness; (2) identify and address errors and omissions; and (3) document and archive data.

Quality Assurance (QA) activities include a planned system of review procedures conducted by personnel not directly involved in the data development process. QA will include independent third parties and will be performed upon a finalized data set following the implementation of QC procedures. These reviews verify that data quality objectives were met and ensure that the data represents the best possible estimates.

**Project Quality Management Plan (QMP)**

The Consultant’s final QMP plan will be in accordance with NCHRP’s Synthesis 401 on “Quality Management of Pavement Condition Data Collection.” The Consultant’s plan will consist of the following components.

**1. Quality Control**

- a. Equipment calibration
- b. Personnel training
- c. Systematic data collection process management
- d. Knowing sources of variability in pavement condition data collection and mitigating them
- e. Data verification procedures and use of control sites
- f. Systematic data handling and processing

## **2. Quality Acceptance**

- a. Control sites to verify manual rating vs. the windshield rating
- b. Software to check for errors such as missed segments, or ratings outside of an expected range
- c. QA personnel checking a certain % of the ratings

## **3. Independent Assurance**

- a. Ground truth determination

Pavement inspector training will be the responsibility of the Consultant Team. The Consultant shall provide a detailed written QMP that addresses both quality control and quality assurance during each phase of the project. The plan will – at a minimum – address the following phases and activities:

### **1. Before Data Collection:**

- a. Project team
- b. Project schedule
- c. Rater training requirements
- d. Equipment calibration
- e. Systematic data collection process management
- f. Acceptance procedures
- g. Control sites and ground truth determination plan
- h. Pilot project data collection/reporting plan
- i. Accuracy and precision evaluation
- j. Corrective action procedures
- k. Reporting to agency

### **2. During Production Survey:**

- a. Pilot data collection
- b. Processing and agency report
- c. Production data collection and processing
- d. Control site (known and/or blind) testing plan
- e. Ongoing accuracy and precision verification plan
- f. Corrective action plan
- g. Routine equipment inspection and calibration procedures
- h. Real-time data checks,
- i. Periodic reports to agency documenting control site and routine accuracy/precision check data

### **3. After Completion of Production Survey:**

- a. Final data review
- b. Validation, and feedback, review for missing segments
- c. Final data delivery

Schedule B  
Compensation

**Cost: Windshield Surveys**

| Mileage            | 2018        | 2019        | 2020        | 2021        | 2022        |
|--------------------|-------------|-------------|-------------|-------------|-------------|
|                    |             | 529         | 513         | 536         | 513         |
| <b>Unit Price</b>  | \$100.74    | \$103.76    | \$106.88    | \$110.08    | \$113.38    |
| <b>Total Price</b> | \$53,291.46 | \$53,230.01 | \$57,285.04 | \$56,471.72 | \$59,980.01 |

*Please note that unit rates plus 3% annual inflation have been estimated for each year following 2018.*

**Cost: IRI and Rutting Surveys (on Arterials and Collectors in years 2019 and 2021)**

| Mileage            | 2018 | 2019        | 2020 | 2021        | 2022 |
|--------------------|------|-------------|------|-------------|------|
|                    |      |             | 513  |             | 513  |
| <b>Unit Price</b>  |      | \$71.85     |      | \$74.01     |      |
| <b>Total Price</b> |      | \$36,860.00 |      | \$37,965.80 |      |

The total Project Cost over the 5-year period is \$355,085.00