



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 20, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a contract with Capitol Asset & Pavement Services, Inc., for Inspection and Evaluation of Clackamas County Roads. Total contract value is \$272,316.00. Funding through County Road Fund. No County General Funds are involved.

Previous Board Action/Review	4/18/2023: Discussion item at issues		
Performance Clackamas	This project will provide the data to prioritize the building of a strong infrastructure and ensure safe communities by maintaining the County’s existing road infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Travis Wootan	Contact Phone	503-557-6368

EXECUTIVE SUMMARY: The Department of Transportation & Development is requesting a professional services contract with Capitol Assets & Pavement Services Inc. for Inspection and Evaluation of County Roads for the purpose of maintaining the Pavement Management System. This work is to occur between June and October of 2023 and between May and September for each year: 2024, 2025 and 2026.

The consultant contract will include meeting with County staff prior to field inspections to discuss the work plan, schedule and the QA/QC plan. In addition, this contract will provide a review and audit of the current County database, inspection and evaluation of each County road and upload all required data into the StreetSaver Pavement Management System and calculate a current rating/Pavement Condition Index (PCI).

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on July 7, 2022 through RFP 2023-07. Proposals were publicly opened on February 28, 2023. The County received two (2) Proposals in response to the RFP, Capitol Asset &

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Pavement Services, Inc. and Applied Research and Associates, Inc. After review of the Proposals, contracting with Capitol Asset & Pavement Services, Inc. was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2023-07.

RECOMMENDATION: Staff respectfully recommends that the Board approve and sign the personal services contract with Capitol Asset & Pavement Services, Inc. for inspection and evaluation of County Roads.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7814**

This Personal Services Contract (this “Contract”) is entered into between **Capitol Asset & Pavement Services Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2026**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Inspection and Evaluation of County Roads (“Work”), further described in RFP#2023-07, attached and incorporated as **Exhibit A**, and the Contractor’s Response, attached and incorporated as **Exhibit B**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Seventy Two Thousand Three Hundred Sixteen dollars (\$272,316.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Travis Wootan at TWootan@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B

7. Contractor and County Contacts.

Contractor Administrator: Paul Wigowsky Phone: 503-689-1330 Email: paul@capitolasset.net	County Administrator: Travis Wootan Phone: Email: TWootan@Clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13

or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by

operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

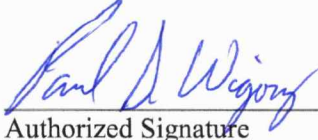
Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Capitol Asset & Pavement Services Inc.

Clackamas County

 4/6/2023
Authorized Signature Date

Chair Date

Paul S. Wigowsky, President
Name / Title (Printed)

Recording Secretary

482324-90
Oregon Business Registry #

APPROVED AS TO FORM

Corporation, Oregon
Entity Type / State of Formation


 04/06/2023
County Counsel Date

EXHIBIT A
RFP#2023-07
Inspection and Evaluation of County Roads
Issued February 28, 2023



REQUEST FOR PROPOSALS #2023-07

FOR

Inspection and Evaluation of County Roads

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

**Gary Schmidt
County Administrator**

**Tralee Whitley
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: February 28, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	January 31, 2023
Protest of Specifications Deadline.....	February 7, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	February 21, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 28, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 28, 2023** (“Closing”), to provide Inspection and Evaluation of County Roads. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00005623.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at Twhitley@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Inspection and Evaluation of County Roads.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Transportation maintenance department has used a pavement inspection company for the past 5 years to collect data and update the County's PCI within our StreetSaver software database. Consultant shall have previously worked with and be thoroughly familiar with past and current versions of MTC's StreetSaver software programs and demonstrate, through a written plan, the ability to properly update the County's pavement management database with condition survey data and PCI calculations. Upon completion of data collection in the field, the Consultant shall upload the inspection data to StreetSaver. After the data entry is complete, the Consultant shall review the new database for errors and correct them as necessary. Specifically, the database shall be updated to reflect new road pavement inspections, recently completed pavement resurfacing projects, and inconsistencies and discrepancies (if any) within the database.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

Clackamas County Oregon is currently seeking professional services for inspection and evaluation of County roads for the purpose of maintaining our Pavement Management System. The work will occur over a four year period. Inspection is to be performed on the paved County roads at various locations throughout Clackamas County as defined in the overview below. The county needs technical assistance to survey the roads and enter the data into the most current StreetSaver program.

OVERVIEW

The Clackamas County Department of Transportation and Development, Operations and Maintenance Division maintains approximately 1,414 centerline miles of paved Clackamas County roads and 14.51 miles of paved roads in the former City of Damascus as follows:

	Centerline Miles (Approximate)	Management Sections (Approximate)
Arterials	448	550
Collectors	275	399
Locals	691	2083
Damascus Rds.	14.51	40
Totals	1428.51	3072

The County uses MTC StreetSaver Online pavement management system for all pavement analysis. This system has been successfully used to plan the County's preventative maintenance program and identify the future cash-flow requirements of the road system.

TASK

Meet with County staff prior to the commencement of field inspections to discuss the work plan, schedule, and Quality Assurance/Quality Control (QA/QC) plan. Consultant shall revise these items per County comments and resubmit for approval prior to commencement of any field inspection work.

Review and audit the County's StreetSaver database to check for errors. Use the street inventory contained in the County's StreetSaver pavement management system to plan the pavement survey. The Consultant will use MTC's current visual pavement rating methodology to rate each road segment.

Upload all field data collected into the StreetSaver Pavement Management system and calculate a current PCI for each road.

Conduct walking pavement condition survey inspections of the County's arterial, collector, and local streets/roads network. Data collection and entry shall be in accordance with the current edition of the MTC Pavement Distress Identification Manual.

The Consultant shall inspect and rate sufficient sample units for the County's roads in order to accurately update the existing database. Although a minimum of one sample unit is required to be inspected for every 1,000 linear feet of roadway, the Consultant shall inspect and rate a minimum of one sample unit for each street section that is shorter than 1,000 feet in length or as many sample units as necessary to accurately reflect the pavement condition.

Examples of the information that will be collected and verified during the pavement condition survey include street name, functional classification, number of travel lanes, segment quantities (indicate the length, width, and total area of the section, surface type (such as AC or PCC), curbed or shoulder, distress type, severity, and quantities of each inspection unit.

Consultant shall provide appropriate traffic control in accordance with the current edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), or other County approved standard.

Communicate regularly with the County's Contract Administrator using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.

Assist county staff, upon request, with the generation of reports.

PROJECT DELIVERABLES

Submit a QA/QC plan for approval by the Contract Administrator.

Report the findings from the database audit in section 36.2 to the County prior to starting the pavement inspection.

Update the County's StreetSaver software database. Consultant shall have previously worked with and be thoroughly familiar with past and current versions of MTC's StreetSaver software programs and demonstrate, through a written plan, the ability to properly update the County's pavement management database with condition survey data and PCI calculations. Upon completion of data collection in the field, the Consultant shall upload the inspection data to StreetSaver. After the data entry is complete, the Consultant shall review the new database for errors and correct them as necessary. Specifically, the database shall be updated to reflect:

- New roads pavement inspections.
- Recently completed pavement resurfacing projects.

- Inconsistencies and discrepancies (if any) within the database.

Submit draft Inspection Unit Report and Pavement Condition Index (PCI) report, presented in both alphabetical order by street, and by PCI rank. Include PCI values both before and after the physical road rating of each segment. After staff reviews and approves the reports, the consultant shall update the County's StreetSaver database accordingly.

Prepare and submit all final documents/deliverables based on County comments, and update the database accordingly. These documents shall be compatible with Microsoft Word and Excel 2010 formats. An electronic copy of all final documents shall also be submitted in Adobe .pdf format as an email attachment to the County's Contract Administrator. The documents shall be delivered to, and become the property of, Clackamas County. The work outlined in each of the phases must be completed no later than the last Friday of September in that phase's calendar year.

If requested, train County staff to perform future pavement condition surveys and to operate the StreetSaver program. Provide the County with instructional materials and written procedures on performing surveys and operating the StreetSaver program.

DELIVERABLES TIMEFRAMES (YEAR ONE)

May 1, 2023	Consultant to submit work plan and schedule for review for first group of inspections.
June 1, 2023	Consultant can begin inspections per approved work plan.
October 31, 2023	Consultant to submit all project deliverables for first group of inspections

Subsequent year schedules are due to the County not later than May 31 of that year.

3.3.2. Work Schedule:

To be completed between June 1, 2023 and October 31, 2023.

- 50% of County's Arterial and Collector Network. (Group A)
- 25% of the County's Local Network (Group 1)

To be completed between May 1, 2024 and September 30, 2024.

- 50% of County's Arterial and Collector Network. (Group B)
- 25% of the County's Local Network (Group 2)

To be completed between May 1, 2025 and September 30, 2025.

- 50% of County's Arterial and Collector Network. (Group A)
- 25% of the County's Local Network (Group 3)

To be completed between May 1, 2026 and September 30, 2026.

- 50% of County's Arterial and Collector Network (Group B)
- 25% of County's Local Network (Groups 4)
- 100% of Damascus Roads (Group D)

Budget:

The County has an estimated project total of \$305,000, however firms shall provide competitive rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2026**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-40
Scope of Work	0-45
Fees	0-15
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamacounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Describe firm's experience with the most current version of MTC's Street Saver software programs.
- Provide a schedule and syllabus for training County staff to perform future pavement condition surveys and to operate the StreetSaver program.
- Provide a schedule showing how firm would meet the yearly inspection timeframes.

5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION

RFP #2023-07

Submitted by: Capitol Asset & Pavement Services, Inc., Oregon
 (Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Paul S Wigowsky Date: 2-24-2023
 Signature: *Paul S Wigowsky* Title: President
 Email: paul@capitolasset.net Telephone: (503) 689-1330
 Oregon Business Registry Number: 482324-90 OR CCB # (if applicable): _____

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company
 Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____

EXHIBIT B
VENDOR'S RESPONSE



PROPOSAL FOR

RFP 2023-07

Inspection and Evaluation of County Roads

February 28, 2023

SUBMITTED TO:

Clackamas County
Attention: Gary Schmidt

PREPARED BY:

Paul Wigowsky
President
204 N First St, Suite C
Silverton OR, 97381
paul@capitolasset.net

Capitol Asset & Pavement Services
Silverton, Oregon
(503) 689-1330



February 28, 2023

Clackamas County
Attention: Gary Schmidt



RE: RFP #2023-07 – Inspection and Evaluation of County Roads

204 N 1st St Suite C
Silverton OR 97381
P 503.689.1330
F 503.689.1440
www.capitolasset.net

Dear Mr. Schmidt,

Capitol Asset & Pavement Services Inc. is pleased to submit a proposal for providing Clackamas County with Pavement Management services. To ensure a successful project, you need a vendor who understands the complexities of pavement management in the Northwest. With over 100,000 miles surveyed to date, Capitol Asset & Pavement Services Inc. (CAPS) is uniquely positioned to make this project a success.

In choosing to work with CAPS, Clackamas County will receive a few benefits that are different from what you find at other companies.

- **Pavement Management Focus.** Because pavement management is what we do, you can trust that the CAPS team will always be able to advise you of the best steps to manage your road network while maintaining your budget. We'll never recommend a path simply to try to upsell other service areas.
- **Hands-On Experts.** At least one of the two co-founders, Joel Conder and Paul Wigowsky, are involved in every single project to ensure our clients benefit from our expertise. For this project, the County will work directly with both Joel and Paul.
- **Local Team.** Based in Oregon, the CAPS team is 100% local to the Pacific Northwest. Because we live and work in the area, we have a vested interest in ensuring the roads are safe and well-managed. The County will also save time and money because we do not need to pay to bring in contractors from other regions to complete this project.

These are just a few ways that CAPS stands out from the competition. As you will see within our proposal, we place an emphasis on meeting your goals, safety, and providing the best support. Our expertise means that Clackamas County will receive a partner who can guide you at every step in your pavement management.

By submitting this proposal, Capitol Asset & Pavement Services accepts all terms and conditions contained in Clackamas County RFP #2023-07 – Inspection and Evaluation of County Roads. This proposal is valid for a period of 365 days, and I, Paul Wigowsky, am authorized to sign and negotiate on behalf of the firm. Should you have questions about this proposal, please contact me at (503) 551-6891 or paul@capitolasset.net. We look forward to growing our relationship with Clackamas County.

Sincerely,

A handwritten signature in blue ink that reads 'Paul D. Wigowsky'. The signature is written in a cursive style with a large, looped 'P' and 'W'.

Paul Wigowsky, President/Principal

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Executive Summary

With 1428.5 miles of paved roads in your community, pavement management is essential for the continued use of Clackamas County's roads.



Clackamas County has unique challenges in managing road conditions now and in the future. With a combination of many older pavements in older areas of the County and newer pavements due to continued growth, along with the challenges of abundant rainfall and winter snow tires, a variety of pavement treatments should be part of the strategy of maintaining pavement condition. Having supported the pavement management of over one hundred Pacific Northwest agencies, including Clackamas County for since 2017, Capitol Asset & Pavement Services Inc. (CAPS) can assist with your pavement management to ensure the road network stays in good condition.

Project Summary

For this project, CAPS will assist Clackamas County with pavement condition ratings on all County maintained roads. Our approach to this project includes four key tasks, which fall into three main phases.

- **Phase 1: Project Kickoff.** Project communication is essential to a successful project, and that's why Project Kickoff is its own phase. During this phase, we hold the kickoff meeting to establish the project goals, gather requirements, and meet your team.
- **Phase 2: Database Audit.** After kickoff, our team audits your current database to identify any gaps or additional information needed.
- **Phase 3 Pavement Inspection.** Here we take the data we collected during the inspection phase and configure your Streetsaver® system to reflect the new changes. We conduct an analysis and share reports with guidance on the best approach for your budget.
- **Phase 4 Reporting and QA.** Here we take the data we collected during the inspection phase and enter data into your StreetSaver® system to reflect the new changes. We conduct quality control to ensure pavement inspections were accurate.

This approach allows us to assess the current state, conduct analysis, and set the County up for success in the long term.

Company Overview

Capitol Asset & Pavement Services Inc. (“CAPS”) specializes in both pavement management services and roadway mobile mapping. At CAPS, we understand the importance of implementing an efficient pavement management system and preservation model to manage the conditions of road networks throughout cities and counties. Headquartered in Silverton, Oregon, we provide these services to clients throughout the Northwest including Oregon, Washington, Idaho and Northern California.

Founded in 2007, co-founders Mr. Paul Wigowsky and Mr. Joel Conder bring over 30 years of experience in pavement management services. As President & Technology Officer, Paul is responsible for all aspects of data support including reporting, analysis and quality control to ensure that work is completed in accordance with the contract. He also acts as the main point of contact for operations. Joel, who is the Senior Field Project Manager, coordinates the field inspectors, including supervision of data collection. Due to their hands-on approach, **clients can expect to work directly with at least one of the co-founders** as they are involved in every project to ensure the best service is delivered.

Government Insight Streamlines Projects

As a Metropolitan Transportation Commission (MTC) PTAP-qualified consultant, our firm works closely with city and county officials, board commissioners and other key stakeholders to support them in an ongoing effort to maintain a fully functional pavement management system. CAPS takes this a step further than most companies. Having worked within the Public Sector for over 30 years, the CAPS founders intimately understand government agencies' requirements when it comes to addressing public infrastructure, such as the constraints of budgets, politics and resident pressures when it comes to addressing the challenges of pavement management. Therefore, we are dedicated to helping agencies secure funding for the implementation of systems as well as preventative maintenance and asset management for road networks throughout the Northwest.

This insight combined with our experience as a service provider provides CAPS with a full 360-degree view of pavement management. Over the past 25 years, our senior staff has worked directly with hundreds of cities and counties in the region to implement or perform pavement condition inspections.

CAPS Customers Include:

100+
Cities

50+
Counties

30
Homeowner
Associations



The CAPS team has **collected pavement inspection data for over 150 municipalities and private enterprises**. The quality of the data collected is highly accurate and clients can expect the same results to be delivered on every project.

Focus on Data Accuracy

Our team is committed to capturing, recording and reporting on only the truest data possible. It is for this reason that our team engages in either walking or conducting the “windshield” method to record every foot of pavement that we work on. This hands-on approach results in more accurate data than what you find with other approaches, such as those used by automated vehicles. Combined, our inspectors rate well over 5,000 miles annually. With over 100,000 centerline miles of rating experience under our belts, CAPS remains the most qualified organization to perform pavement distress ratings in the region.

Qualifications

Clackamas County will have access to a fully certified team who has extensive knowledge and technical know-how when it comes to pavement management services and digital imaging. Every CAPS inspector is certified by the MTC. The firm is also certified by MTC and is proud to be the only MTC certified company based in the Pacific Northwest.

We place a strong emphasis on quality and expertise. That’s why all pavement condition inspectors employed by CAPS spend at least one (1) year shadowing and learning from an experienced inspector before performing inspections on their own. This, along with our extensive QA process, ensures accuracy and repeatability in our pavement assessments. This approach lays the foundation of a successful pavement management system.

A few areas where CAPS stands out from the competition include:

- Metropolitan Transportation Commission PTAP Consultant since 2008
- Licensed to use MTC Streetsaver 9.0 online
- 2013/2016/2020 - Passed MTC PTAP Pre-Qualification Test (MTC Data Quality Management Plan)
- All Pavement Inspectors are certified under MTC Rater Certification Program (2022)
- MTC Pavement Management Consultant of the Year
- **200+ Pavement Management Projects completed in last 10 years**

Focus on Quality Service:

Every CAPS inspector is certified by the MTC and spends at least one year shadowing a senior inspector before performing their own inspections.

With CAPS, the County receives a partner whose expertise you can depend on for this project and beyond.

Project Team

Providing our clients with superior workmanship and customer service is our priority at CAPS. Once a team member is assigned to your project, it takes precedence over all else. Clackamas County can expect to receive exceptional service from every member of the CAPS team. **No subconsultants will be used on this project.**

CAPS Customers Include:

100+
Cities

50+
Counties

30
Homeowner
Associations

Industry Experts

In working with CAPS, the County receives a team where experts exist at all levels of the project. All of our inspectors are MTC-certified, which makes them experts in the field and intimately familiar with the MTC Pavement Management System and MTC Streetsaver Software that we use on all projects. The CAPS team has completed work for over 100 cities, 50 counties, State Highway, Forest Service, and Water Districts as well as over 30 Homeowner Associations and private enterprises. This work has taken place in Washington, Oregon, California, Nevada, Idaho, Colorado and Arizona, and includes over 110 new implementations of a pavement management system.

Reliable Support

Each of our certified raters assigned to this job has been working at CAPS for at least 10 years. This level of employee retention means that our team has extensive knowledge and experience providing quality services that the County can count on time and again. In this work, repeatability is very important. The longevity of our team means that they likely

have encountered nearly every potential issue over the course of their experience, and this insight allows our team to continue to collect highly accurate and precise data, making them the best at what they do.

Hands-On Support

The experience runs deep at CAPS. The founders, Joel Conder and Paul Wigowsky, have worked in the industry for over 30 years. In fact, Joel spearheaded the initial implementation of pavement management solutions in many counties throughout Oregon. **The founders approach every project the same and are actively involved from start to finish.** The County will have direct access to at least one of CAPS founders throughout the duration of the project.

The team is small but mighty and the breadth of experience is unrivaled in the industry. We view our team as an extension of our clients, and it is with that approach in mind that we accept total

professional responsibility for our work. Our philosophy is to ensure our success by providing dedicated, experienced staff committed to providing high-quality and timely service to our clients.

Team Biographies

What follows are bios for each of the project team members assigned to this project. Clackamas County can expect a high standard of professional conduct and a superior level of service from this team.

Paul Wigowsky

As President and Technology Officer, Paul is in charge of all analysis, reporting, software and data support for the County. Paul also has the responsibility for the Quality Assurance and Quality Control of all work completed. Paul ensures all work is completed in accordance with the County's contract. He has extensive experience with all aspects of the MTC Pavement Management System and Software and serves as the principal for all of CAPS' projects.

Paul has 25 years in the public transportation field, including over 20 years experience with all aspects of Pavement Management, including implementation, inspection, analysis, and reporting. A few notable activities of Paul's include:

- Serving as a **beta tester since 1995** for three versions of Streetsaver software
- 20 years of experience using the Streetsaver software
- Built roadside photolog vans for three companies and supervised the filming of **over 40 County and county photolog projects**
- Produced pavement management budget options report for over 100 clients
- MTC Pavement Management Rater Certification

In addition to his pavement management experience, Paul is a technical expert with over 15 years programming and operating systems experience, including proficiency in Microsoft Visual Basic, QGIS, all versions of Windows, Microsoft Access and Microsoft SQL Server.

Joel M. Conder

Joel has over 30 years of experience in the public transportation field, much of it specializing in implementing pavement management systems for local agencies. Since entering this space in 1991, **he has personally surveyed over 72,000 miles of pavement and worked on over 670 pavement projects**. Previously, he served as supervisor of Marion County Public Works, Engineering Information Services Section, in Salem, Oregon. During his tenure there he assisted 25 other local county road departments throughout the state to both implement and keep current their pavement management systems.

Since 1999, Mr. Conder has worked in the private sector continuing to promote pavement management concepts. A few of his achievements in this space include:

- Teaching classes in pavement management for more than 18 years
- Voted as the “Pavement Manager of the Year” in 2001 by the Northwest Pavement Management Association (NWPMA)
- Senior Project Manager on over 125+ projects in Oregon, Washington, Idaho, Arizona and California

Randolph Flores

Randolph Flores is the lead Pavement Inspector at CAPS. He has worked on **asset data collection and pavement inspection projects at the firm for over 10 years**. Randy has rated over 30,000 miles of pavements. Before coming to work at CAPS, Randolph was a project manager for six (6) years at a major telecommunications firm, coordinating the installation of fiber-optic networks, as well as a navy avionics technician prior to that . He is certified by the Metropolitan Transportation Commission (MTC) under the Pavement Management Rater Certification program.

Taylor Conder

Taylor Conder holds the position of Pavement Inspector at CAPS. He joined CAPS in 2008 and has worked on asset data collection and pavement inspection projects since that time. Taylor has over five (5) years of experience working for the Marion County Road Department where he performed work on the Crack Seal, Hot Patch, HMA Paving, Chip Sealing and Vegetation and Slurry Seal crews. This gives him a unique and trained eye in surveying pavement distresses.

Taylor is also a **certified pavement inspection technician by the Metropolitan Transportation Commission (MTC)** and has **personally rated over 30,000 miles of pavements** up and down the West Coast.

Tana Braun

Tana Braun is a Pavement Inspector on the CAPS team. She has been with CAPS for 10 years and has served in many different roles at the firm during her tenure. She has supported data entry, led the digital imaging crew and conducted pavement inspections. Tana’s robust experience gives her insights into nearly every aspect of pavement management.

Tana has been directly involved with asset data collection and pavement inspection projects since starting work with CAPS beginning in 2012. She is a certified pavement inspection technician by the Metropolitan Transportation Commission (MTC) as of 2020.

References & Example Projects

100K+
Miles of
Pavement
Surveyed

CAPS defines project success by satisfied clients. With this in mind, we work with you to determine the specific goals of your project then achieve those goals. All members of our team keep your needs top of mind throughout the project implementation. This focus on client success has created hundreds of happy clients across Oregon, Washington, California, Idaho, Arizona and Colorado.

100+
Government
Agencies
Supported

CAPS is proud of our ability to establish accurate and detailed plans, and to date have not yet had to request a change order from any of the 100+ agencies we have worked with over the years. This ability to accurately scope projects and deliver on client expectations is a direct result of our focus on customer satisfaction above all else. Our approach to the County's project will be no different.

The following is a list of recently completed projects that are a representative sample of our work. Each of these projects were completed on-time, under budget and to the complete satisfaction of the client. In addition, CAPS has performed pavement management inspections for Clackamas County each year since 2017.

Pavement Management Re-Inspections Washington County, OR		
Client	Dates	Size
Washington County Road Department	2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022	1083 C/L miles (400 per year)
<p>Project Description Beginning in 2010, CAPS has completed pavement inspections for the Washington County Road Department. Our most recent project was in 2022. Using the MTC System, we have inspected one half of Arterial and Collector roads and one quarter of all local roads each year. All inspections were completed within two (2) months of notice to proceed, and the entirety of each year's project was completed in less than three (3) months. Services performed included re-inspection of all streets, database audit, calculating PCIs and entering maintenance treatments.</p>		
Contact	Brian Irish, Asset Manager Phone: (503) 846-7623 Email: brian_irish@co.washington.or.us	

Pavement Management Re-inspections, Database Updates & Reporting Albany, OR		
Client	Dates	Size
Linn County Road Department	2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022	1009 C/L miles
<p>Project Description Using the MTC System, we have completed pavement inspections of all Linn County roads eight (8) times since 2022. Services performed included re-inspecting all roads and calculation of PCIs. We have also provided roadside mobile mapping services for all County roads (similar to Google’s Streetview) every three years since 2009.</p>		
Contact Person	Kevin Hamilton, Operations Manager Phone: (541) 967-3919 Email: khamilton@co.linn.or.us	

Pavement Management Re-Inspections & Database Updates Vancouver, WA		
Client	Dates	Size
City of Vancouver Public Works	2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022	580 C/L miles
<p>Project Description Every year since 2014, CAPS has completed pavement re-inspections and database updates using the MTC Streetsaver System for the City of Vancouver Public Works. Half of the city, 290 miles, were inspected each year. The first inspection cycle took place in 2014 and 2015 and was repeated each year since.</p>		
Contact Person	Brandy Osborn Phone: (360) 487-7722 Email: Brandy.Osborn@cityofvancouver.us	

Pavement Management Re-Inspections & Reporting Bend, OR		
Client	Dates	Size
Deschutes County Road Department	Annually since 2012	750 C/L miles
<p>Project Description CAPS has performed annual inspections for Deschutes County every year since 2012. Half of county roads are inspected each year. Work also includes annually producing a five- (5) year Budget Options report analyzing various budget levels and recommending cost-effective maintenance strategies.</p>		
Contact Person	Chris Doty, P.E., Public Works Director Phone: (541) 322-7105 Email: chris.doty@deschutes.org	

Project Description and Approach

To ensure the ongoing safety and usability of your roads, Clackamas County seeks an organization to help collect, process and map the condition of your approximately 1428 centerline miles of roadway, with half of the Arterial and Collector mileage and one-quarter of the residential roads to be inspected each year (approximately 534 miles total annually). As part of this project, you require the collected data to be added to your Streetsaver Pavement Management System. You may also need assistance with pavement management analysis, reporting, and training. As the only MTC-certified company based in the Pacific Northwest, CAPS is uniquely positioned to make this project a success.

Data accuracy is a critical component of pavement inspections, and we strive for data accuracy throughout all of our work. As you will see within the following Tasks, we take several steps to ensure data integrity, such as utilizing two-person crews for safety, conducting spot checks to reduce errors and using a mobile electronic data collection system. With this updated and accurate data, the County can make informed decisions around budgeting and planning for maintaining your roads.

Task 1: Kickoff Meeting

A successful kickoff for the County's project sets the stage for the rest of the project. At CAPS, we believe that complete and open communication is essential to achieve results that meet your expectations. To set the standard for this level of communication, we hold a kickoff meeting to meet your team and discuss all elements of the project.

Key topics we will cover during the kickoff meeting include:

- Work Plan
- Quality control and assurance methodology (QA/QC plan)
- Project schedules
- Resources available for this project
- Plans for traffic safety
- Press releases
- Local rules and regulations
- Contact information
- Working in environmentally sensitive areas
- Utilization of proper pavement inspection methods
- Expected timelines and benchmarks
- Project goals and deliverables

All of these items are critical to ensure the long-term success of this project. By establishing clear goals and expectations during the kickoff meeting, we ensure that CAPS and the County are always working toward the same goal.

CAPS will submit the work plan and QA/QC plan to the County prior to each year's inspections.

Task 2: Database Audit

Once we receive a copy of the Streetsaver database from the County, CAPS will review the database for errors prior to starting inspection.

Some fields are best validated in the field and will be performed during inspections, such as:

- Section geometry (length, width, number of lanes)
- Whether the section is curbed or has shoulders
- Surface type

Errors to be audited in the office include:

- Functional class
- Unusual historical PCI changes (that can indicate missed M&R entries, incorrect inspection entries or poor pavement performance)
- Sections to be combined or split

Our data collection program includes a GIS map showing what section the crew is currently inspecting, making it easy for field crews to notice any discrepancies.

The errors discovered during the office audit, including GIS linking, will be reported to in Excel spreadsheet format prior to the start of inspections. Field audit will be reported to the County at the end of the inspection process (Task 3).

Task 3: Collect Pavement Distress Ratings

During Task 3, CAPS will inspect the approximately 534 miles of paved roads annually. Inspections will be performed over four years (2023-2026), with 50% of the County's Arterial and Collector Network and 25% of the Local Network to be inspected each year. The City of Damascus Roads will also be inspected (once) in 2026.

Approach to Data Collection

Pavement Inspections will be performed in accordance with the distress definitions and descriptions included in the most recent versions of the MTC-published "Pavement Condition Index Distress Identification Manual for Flexible Pavements" and the "Pavement Condition Index Distress Identification Manual for Rigid Pavements". The amount and severity of the following distresses will be recorded for flexible pavements:

- alligator cracking
- block cracking
- distortions
- longitudinal and transverse cracking
- patch and utility cut patch
- rutting/depression
- ravelling
- weathering

Two-person crews will perform the inspections. By using two-person crews, our inspector can keep a better lookout for traffic, pedestrians and other possible safety issues. This allows them to remain safer and be ready for any unexpected issues near the inspection areas, contributing to our spotless safety record.

Inspections will be walked by the lead inspector, and inspection sample sizes will be either 50 or 100 linear feet and between 1,000 to 4,000 square feet. A minimum of at least 10% of the entire road section area will be inspected by using the MTC 10% method of road inspections, though on average, roads will receive approximately 20% of the surface area inspected (actual percentage varies by road section length).

The lead inspector will inspect and relay distress information to the engineering technician, who will enter the distress information into our mobile electronic data collection software. The inspector will record the severity (low, moderate, high) and amount of each distress type to be collected. Our data collection software has quality control algorithms to ensure correct inspection sample areas and inspection distress information. It also helps reduce the data entry issues common when using paper inspection forms.

New Roads

Any new roads not in the Streetsaver database will be segmented, inspected, and added to the Streetsaver database. Each new road will be segmented according to MTC guidelines, where each road segment has similar pavement condition, year of construction, surface type, and surface width along the entire segment length. Segment length and width will be measured, and begin/end locations, street name, surface type, and functional classification will be recorded.

Pavement Condition Survey – Quality Control Plan

Quality Control is an important aspect of pavement management. Pavement Inspections will be performed in accordance with the distress definitions and descriptions included in the most recent versions of the MTC-published “Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements” and the “Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements.”

The following protocol will be adhered to for each pavement inspection to help ensure the highest of quality inspections:

- **Inspection units will be 100’ or 50’ long by the entire width of the road** (If road width is >80’, half of the road width will be inspected, alternating sides). We have found that standard inspection lengths make calculations of distress sizes easier, thereby reducing arithmetic errors and speeding up the inspection process.
- **On road sections that only require one or two inspection units, the entire length of the road will be driven beforehand and the inspector will choose the inspection site(s) most representative of the entire road section.** By

driving the entire section first and then choosing the most representative inspection site, it helps assure that the Pavement Condition Index is most reflective of the entire road section.

- **On road sections that require more than two inspection units, inspection sites will be chosen at random** (in accordance to MTC pavement inspection standard procedures). On longer roads, with more inspection units, random sampling has been shown to provide an accurate depiction of the entire road section.

Inspection Spot Checks (Quality Assurance/Quality Control)

CAPS places high importance on data accuracy. As such, our team conducts spot checks to verify our initial results.

Each day's inspection data will be reviewed by the QA manager. A minimum of 5% of the road segments for each day of inspections will be re-inspected by the QA manager.

For all re-inspections, the Pavement Condition Index (PCI) score for the original inspection will be compared to the PCI score for the re-inspected inspection. The goal is for the PCI scores for each road section to be within the following tolerances:

- 50% of the re-inspections shall be within +/- five (5) PCI points of the original inspections
- 90% of the re-inspections shall be within +/- ten (10) PCI points of the original inspections
- No more than 10% of the re-inspections shall be more than ten (10) points difference from the original inspections.

If the day's inspections are not within the above tolerances, then the project manager will meet with the inspector(s) and review the data in the field. Distress data discrepancies will be discussed to determine what the source of the PCI differences are. That day's inspections will then be discarded, and inspections performed again (to be subject again to the spot check procedures). In addition, 10% of the inspections will be spot checked by the project manager for the following 2 weeks, to assure that any sources of discrepancies have been resolved. If they have been found to be resolved, then the original re-inspection of 5% of the road segments will be resumed.

On completion of inspections, a quality assurance report will be provided to the County for approval before work continues.

Task 4: Populating Database and PCI report

The most critical objective of data collection is to ensure the information attained is accurate and reliable. This is our priority when working with Clackamas County.

Information collected during pavement inspections is uploaded into the MTC Streetsaver database. To ensure its accuracy, all data is reviewed for errors, which if identified, will be corrected. If necessary, this may mean completing a re-inspection. Following this, the Pavement Condition Index (PCI) will be calculated and a PCI score will be assigned. This score is measured on a scale from 0-100, with 100 being a new road and <25 being a failed road. The PCI is determined by the MTC Streetsaver System based on the volume and severity of each distress instance found during the inspections. The County will receive a final report, detailing the new PCI score of each section inspected.

Task 5: Software Technical Support

The relationship with the County does not end with the finalization of the project. The County will have access to CAPS remote technical support team via phone and email for a period of two (2) years from the time of project completion (through 2028). This support will rely on the data collected and stored in the MTC Streetsaver System. We believe in providing the highest quality of customer service, and we are **proud to offer this continued support to the County at no additional cost.**

Task 6: StreetSaver Training

Streetsaver Software Training

We want to empower County staff to use the MTC StreetSaver software in support of your ongoing efforts of pavement management. During a four (4)-hour on-site class, we will train the County's staff how to use the system. The location of the training will be at the County choosing or alternatively, via Zoom. We are more than happy to accommodate the County's preference.

Pavement Distress Rating Training

CAPS will provide a two day workshop in performing pavement distress surveys. Training will be a mix of classroom and field training. Topics will include:

Classroom topics

- Basic philosophy of PMP systems
- Importance of accurate pavement ratings PMP functions
- Understanding PCIs
- Overview of 8 AC distresses and effects on PCI

Field Training

- Hands on road ratings.
- Identification of distresses and distress severities
- Test strip ratings
- PCI calculation and comparing instructor and student PCIs

Task 7: Analysis and Reporting

Analysis and reporting are two very important aspects of pavement management. We use this information as tools to develop project plans, guide budgets and improve decision making. This task is a critical element to our project approach. What follows is an overview of the various types of analysis and reporting that CAPS can offer. CAPS will provide the services below at the request of County staff.

Decision Tree Update

The development of the Maintenance Treatment Decision Tree is the foundation for an accurate budget needs analysis. In order to achieve an accurate analysis of future maintenance requirements, the MTC StreetSaver decision tree should be updated annually.



Decision Tree

The decision tree details the County’s desired pavement maintenance strategy for streets of various pavement conditions. Based on the PCI, distress types, functional class and surface type, the MTC StreetSaver software will recommend treatment options for pavement maintenance. We will work with County staff to identify current pavement maintenance strategies and costs. From there, we will determine if the decision tree still reflects these strategies and costs. If not, CAPS will update the plan to reflect current costs to ensure that the County has the most up-to-date information.

CAPS can recommend maintenance treatment unit costs for each treatment chosen within the decision tree. These costs are determined by analyzing available information either from bid tabs or engineering estimates. The costs are then compared to average regional costs providing us with the final unit costs to be applied to the project.

Maintenance & Rehabilitation History Update

CAPS Inc. will enter all maintenance and rehabilitation treatments performed by the County since the last update, as provided by the County. For reconstruction, overlay, or surface seal treatments that only include only a portion of a street section as found in the Streetsaver online database, the section will be split into two or more street sections.

Maintaining records of previous maintenance treatments allows for more accurate analysis of future needs, as the program will take into account previously used treatments and construction dates in the analysis.

Needs and Scenarios Analysis

The Needs Analysis identifies the appropriate treatment types and costs required for each street segment based on the M&R decision tree, regardless of budgetary restraints. Treatments and costs will be broken down by segment and totaled for each year and over the entire analysis period.

Simply put, the Needs Analysis answers the questions:

**“If money was not a consideration, what would be the most effective way to maintain the street network?
Which streets should be fixed when, using what treatments and how much will it cost?”**

The Budget Scenarios analysis then takes a more conservative approach on the Needs Analysis. Budgetary constraints are applied to the results, effectively answering the question “Which treatments on which streets should have the highest priority and when should the repair be performed taking into consideration budget restraints?” Streetsaver uses a weighted cost-effectiveness rating to prioritize treatments based on the most “bang for the buck”.

CAPS will produce Scenario reports based on any number of budget amount criteria, as desired by County staff. Three typical criteria used are: Unconstrained Needs, estimated future budget based on current budget and historical trends, and the budget amount required to maintain the network PCI at the current level. Any other analysis parameters are up to the discretion of the County.

Other Streetsaver reporting/analysis

CAPS can assist County staff with producing other reports and maps from the data available in the Streetsaver system. CAPS has the ability to produce custom reports within Streetsaver and custom reports and maps in external programs. If it's possible to produce the desired output from Streetsaver, CAPS staff has the knowledge to do so.

Reporting and Analysis Deliverables

All report output will be compatible with Microsoft Word and/or Excel formats. Map output will be compatible with ESRI GIS shapefile and/or Google Earth KML file format. Adobe .pdf files will be provided and submitted to the County.

Proposed Schedule and Cost

Task	Crew Member	Estimated Amount	Unit	Billing Rate	Cost
1. Kickoff Meeting	Project Manager	3	Hours	\$180	\$540
2. Database Audit	Data Analyst	5	Hours	\$180	\$900
3. Pavement Distress Ratings	Inspector	250	Hours	\$125	\$31,250
	Data Technician	270	Hours	\$85	\$22,950
	Vehicle Mileage	5800	Miles	0.655	\$3,799
	QA Manager	24	Hours	\$180	\$4,320
4. Populating Database and PCI report	Data Analyst	3	Hours	\$180	\$540
Pavement Ratings/Audit Estimated Annual Cost					\$64,299
Task	Crew Member	Estimated Amount	Unit	Billing Rate	Cost
3b. Pavement Distress Ratings (Damascus)	Inspector	12	Hours	\$125	\$1,500
	Data Technician	12	Hours	\$85	\$1,020
5. Software Technical Support	Data Analyst	50	Hours annually	Included (no additional cost)	Included (no additional cost)
6. Training	Project Manager	20	Hours	\$180	\$3,600
7. Reporting and Analysis	Data Analyst	50	Hours	\$180	\$9,000
Additional costs over 4 year project timeframe					\$15,120
Four Year Pavement Ratings County Roads (\$64,299 * 4)					\$257,196
TOTAL (4 year cost)					\$272,316

Quoted prices are all-inclusive (labor, travel, material costs).

The total price of this quote shall be **\$272,316** and may not be exceeded without the written authorization by a Clackamas County representative.

As an alternative to the time and material costs quoted above, CAPS would be willing to perform Tasks 1-4 (including 3b) at a per centerline mile rate of \$120. This would include all time, material, vehicle, and travel costs. The total amount is approximately the same and would be subject to the same not to exceed amount. This option is included since the per mile rate is the standard method of quoting pavement inspections, and was the method used in previous pavement management projects CAPS has performed for Clackamas County.

Hourly rates of team members

Member	Role	Hourly Rate
Joel Conder	Project Manager	\$180
Paul Wigowsky	Data Analyst, Project Manager, QA Manager	\$180
Randolph Flores, Taylor Conder, Tana Braun	Inspector	\$125
Chris Bentley Hunter Rue	Data Technician	\$85

PROPOSAL CERTIFICATION

RFP #2023-07

Submitted by: Capitol Asset & Pavement Services, Inc., Oregon
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Paul S Wigowsky Date: 2-24-2023
Signature: *Paul S Wigowsky* Title: President
Email: paul@capitolasset.net Telephone: (503) 689-1330
Oregon Business Registry Number: 482324-90 OR CCB # (if applicable): _____

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company
 Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____

