



**PROFESSIONAL SERVICES AGREEMENT
Pavement Condition Survey – STC0060000/STC0060300**



City Attorney
Stephanie Croll
Rev: 07/16/24

The City of Kirkland, Washington, a municipal corporation ("City") and Capitol Asset and Pavement Services Inc., whose address is 204 N 1st St. (Suite C), Silverton OR 97381 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$62,388.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Senior Project Engineer for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2026.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he

or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

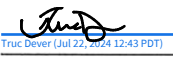
The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:
Signature: 

CITY OF KIRKLAND:
Signature:  Truc Dever (Jul 22, 2024 12:43 PDT)

Printed Name: Paul Wigowsky

Printed Name: Truc Dever
Deputy City Manager

Title: President

Title: Public Works Director

Date: 6/17/2024

Date: Jul 22, 2024



Proposal for

Pavement Condition Survey Consultant RFP #33-24-PW

May 22, 2024

SUBMITTED TO:

City of Kirkland, WA
Attention: Robert Bean

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



May 20, 2024

City of Kirkland, WA
Attention: Jay Gewin
Purchasing Agent
City of Kirkland
purchasing@kirklandwa.gov



Capitol Asset & Pavement Services

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

RE: 2024 Pavement Condition Survey RFP #33-24-PW

Dear Mr Gewin,

Capitol Asset & Pavement Services Inc. is pleased to submit our statement of qualifications for providing the City of Kirkland with pavement condition assessment 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, the City of Kirkland 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 City of Kirkland will work directly with 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 City of Kirkland 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. In addition, CAPS has provided pavement condition services for the City of Kirkland four times since 2016. 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 City of Kirkland will receive a partner who can guide you at every step in your pavement management.

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 the City of Kirkland.

Sincerely,

Paul Wigowsky, President/Principal

Company Overview

Capitol Asset & Pavement Services Inc. (“CAPS”) specializes in both pavement management services, roadway asset collection, and 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, and Project Manager, 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. Joel, who is the Senior Field Project Manager, manages activities relating to field work. He also acts as the main point of contact for operations. Due to their hands-on approach, **the City of Kirkland 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 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 re-inspections using the MTC StreetSaver Pavement Management Software. This software is used extensively by 19 of the 25 largest cities, as well as 32 of the 36 counties in Oregon, and in Washington, California and other states across the country. CAPS has a long history with this software — our co-founders Joel and Paul have worked with StreetSaver since the 1990s.

The CAPS team has **collected pavement management data for over 150 municipalities and private enterprises using the MTC StreetSaver System**. This includes performing pavement condition surveys for the City of Kirkland four times since 2016. The quality of the data collected is highly accurate and clients can expect the same results to be delivered on every project.



Qualifications

The City of Kirkland will have access to a fully certified team who has extensive knowledge and technical know-how when it comes to pavement management services and mobile mapping. Every CAPS inspector is certified by MTC under their rater certification program. Our 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 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 condition assessments.

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

- Metropolitan Transportation Commission PTAP Consultant since 2008
- 2013/2016/2020 - Passed MTC PTAP Pre-Qualification Test (MTC Data Quality Management Plan)
- All Pavement Inspectors are certified under MTC Rater Certification Program (2023)
- MTC Pavement Management Consultant of the Year
- **200+ Pavement Management Projects completed in last 10 years**

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. Your City can expect to receive exceptional service from every member of the CAPS team. **No subconsultants will be used on this project.**

Industry Experts

In working with CAPS, your City 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.

Each inspector for this project has rated at least 30,000 miles of pavement personally, with the two co-founders far exceeding that number. Needless to say, this extensive experience makes CAPS a leader in the industry.

Reliable Support

Each of our certified raters assigned to this job has been working at CAPS for over 10 years. This level of employee retention means that our team has extensive knowledge and experience providing quality services that your City 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.** Your City will have direct access to at least one of CAPS founders throughout the duration of the project.

The team is small but mighty, with eight full-time employees, 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.

Paul Wigowsky

As President and Senior Project, 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 will be the project manager for this project. Paul ensures all work is completed in accordance with the 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. Approximately 10 percent of his time will be devoted to this project. Paul has served as project manager for 20+ projects per year for the last 15 years.

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

- Serving as a **beta tester since 1995** for four versions of Streetsaver software
- 25 years of experience using the Streetsaver software
- Produced pavement management budget options report for over 100 clients
- MTC Pavement Management Rater Certification
- Senior Project Manager on 100+ projects in Oregon, Washington, and California

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 75,000 miles of pavement and worked on over 700 pavement management 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. Approximately 10 percent of his time will be devoted to this project.

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. 100 percent of his time during the inspection timeframe will be devoted to this project. Randolph will be the lead inspector on this project.

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. In addition to this experience, Taylor has over five (5) years of experience working for the Marion County Road Department. During that tenure, 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 of both rural and urban street surfaces.

Having worked with both the construction and the repairs of city and county streets, Taylor’s knowledge is a skill set that is hard to find. Taylor is also a **multi-timed 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, and all with a perfect safety rating.

Project Understanding and Approach

To ensure the ongoing safety and usability of your roads, the City of Kirkland seeks an organization to help collect, process and map the condition of your approximately 258 centerline miles of pavements, including streets, alleyways, parking lots, and parking areas. As part of this project, we will update the pavement condition ratings on all paved sections maintained by the City of Kirkland, upload the data to Streetsaver, and calculate new PCI values. As the only MTC-certified company based in the Pacific Northwest, CAPS is uniquely positioned to make this project a success.

Street Segmentation – New Streets

In the years since the City’s last pavement management project, there may be built or annexed streets that will be part of this project. For these “new” streets, CAPS will physically measure the street surface with an electronic distance measuring instrument to gain accurate segment lengths. Each segment will be measured for width using an engineering wheel. Lengths will be measured with a Nite-star vehicle Distance Measuring Instrument.

Additional data elements we will record as part of this process may include:

- Pavement surface type
- Functional class
- Number of lanes
- Beginning and ending locations

Collect Pavement Distress Ratings

During Task 2, CAPS will inspect streets, alleyways, parking lots, and parking areas, including the new paved sections added to StreetSaver under Task 1. In 2024, all pavements maintained by the City will be inspected (approximately 258 centerline miles). In 2026 all Arterial and collector Streets (73.2 centerline miles) will be re-inspected.

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” (March, 2022) and the “Pavement Condition Index Distress Identification Manual for Rigid Pavements” (March, 2018). The amount and severity of the following distresses will be recorded for flexible pavements:

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 street section area will be inspected by using the MTC 10% method of street inspections, though on average, streets will receive approximately 25% of the surface area inspected (actual percentage varies by street 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.

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 two or more 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.

The results of the pavement inspections will give the City an accurate and up-to-date snapshot of the overall health of your street network.

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.” A minimum of 10% of the section area shall be inspected for each street 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 inspector’s inspection data will be reviewed by the QA/QC manager. A minimum of 5% of the street segments for each day of inspections will be re-inspected by the QA/QC 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:

- 60% 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 5% of the re-inspections shall be more than fifteen (15) points difference from the original inspections

If 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 inspector’s inspections up to that point 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 QA/QC manager for the following week, to ensure 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 street segments will be resumed.

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

Populating Database and PCI report

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 street and <10 being a failed street. The PCI is determined by the MTC StreetSaver System based on the volume and severity of each distress instance found during the inspections. The City will receive a final report, detailing the new PCI score of each section inspected.

Project Timeline

Task	Dates
Kickoff Meeting	July 8, 2024
Pavement Distress Survey	July – August, 2024
PCI Calculation	September 1, 2024
2026 Pavement Distress Survey	July – August, 2026

Proposed Cost

Task	Rate	Total Cost
1. Street Segmentation – New Streets	*5 miles @ \$150/cl mile	\$750
2a. 2024 Pavement Distress Ratings	258 cl miles @ \$185/cl mile	\$47,730
2b. 2026 Pavement Distress Ratings	73.2 cl miles @ \$190/mile	\$13,908
3. Populating Database and PCI report	No additional cost	\$0
TOTAL		\$62,388

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

Hourly rates of team members

For additional work beyond that detailed in above scope

Member	Role	Hourly Rate
Paul Wigowsky	Project Manager, QA/QC	\$180
Joel Conder	QA/QC	\$180
Randolph Flores	Lead Inspector	\$90
Taylor Conder	Inspector	\$80

Any reimbursable expenses will be billed at cost + 5% markup.

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 City of Kirkland’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.

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, 2023	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, which equates to 290 miles, was 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, Database Updates & Reporting Camas, OR		
Client	Dates	Size
City of Camas Public Works	2013, 2015, 2016, 2020, 2023	117 C/L miles
<p>Project Description</p> <p>Using the MTC System, we have completed pavement inspections of all City of Camas streets five (5) times since 2013. Services performed included re-inspecting all streets, calculation of PCIs and entering maintenance treatments. In addition, we produced a comprehensive Budget Options report detailing the current and projected state of the street network in five (5) years at various street maintenance funding levels.</p> <p>In 2020 we performed an ADA ramp inventory where our inspectors marked the GPS locations of each curb ramp and collected asset characteristics such as condition, slope, ramp width, material, etc.</p> <p>In 2023 we performed a guardrail inventory of all City maintained guardrails and collected asset characteristics such as GPS location, condition, rail type, rail height, end treatment types, type and number of supports, etc.</p>		
Contact Person	Will Noonan, Operations Manager Phone: (360) 817-7983 Email: WNoonan@cityofcamas.us	

Pavement Management Re-inspections, Database Updates & Reporting Bend, OR		
Client	Dates	Size
City of Bend Public Works	2011, 2014, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023	154 miles annually
<p>Project Description</p> <p>Using the MTC System, CAPS has completed pavement inspections for City of Bend ten times. Services performed included re-inspecting approximately ½ of major roads and ¼ of local roads annually, updating the Streetsaver database (maintenance and rehabilitation history, section auditing, PCI calculations, and adding new streets) and producing a five (5) year Budget Options report analyzing the effects of various budget levels on overall pavement condition and deferred backlog needs. The report also recommended cost-effective maintenance strategies and initial recommended pavement treatment plans under each funding level.</p>		
Contact Person	David Abbas, PE, Transportation & Mobility Director Phone: (541) 317-3016 Email: dabbas@bendoregon.gov	