

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND CAPITOL ASSET & PAVEMENT SERVICES, INC.  
PAVEMENT MANAGEMENT PROGRAM UPDATE AND RE-INSPECTION SERVICES  
AND DIGITAL IMAGING OF TILLAMOOK COUNTY ROADS

This professional services agreement, hereafter “agreement” is entered into by and between CAPITOL ASSET & PAVEMENT SERVICES, INC., hereafter “contractor” and TILLAMOOK COUNTY a political subdivision of the State of Oregon, hereafter “county”, pursuant to ORS 203.010. County and contractor intend to contract for PAVEMENT MANAGEMENT PROGRAM UPDATE AND RE-INSPECTION SERVICES AND DIGITAL IMAGING OF TILLAMOOK COUNTY ROADS. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

**COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**1. AGREEMENT**

Contractor promises to provide, and county promises to pay for, the services described below according to the provisions of this agreement.

**2. AGREEMENT PRICE AND AMOUNT**

The price for the services provided by contractor shall be Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$49,900.00).

**3. AGREEMENT TERM**

The term or period of this agreement shall begin July 1, 2022, and end December 31, 2022.

**4. AGREEMENT DOCUMENTS**

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

4.1. This Agreement;

4.2. Public Contract Provisions;

4.3. Project Proposal for Pavement Management Program dated February 1, 2022; and

4.4. Project Proposal for Digital Imaging Project dated February 1, 2022.

**5. TERMINATION**

**5.1. WITHOUT NOTICE**

This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

5.1.1. The parties mutually consent to termination in writing.

5.1.2. The agreement term ends.

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5.1.3. The moment prior to the contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.

5.1.4. When contractor's proposed agreement price adjustments exceed agreement specifications.

5.2. WITH NOTICE

This agreement may also end, and notice shall be served as required when:

5.2.1. Any party breaches any duty, term or condition of this agreement.

5.2.2. Either party commits a fraud or misrepresentation upon the other party.

5.2.3. Public funds are no longer available to support this agreement.

5.2.4. Either party gives thirty (30) days written notice.

## GENERAL PROVISIONS

### 6. STATUS OF CONTRACTOR

The parties intend that contractor, in performing the services specified in this agreement, shall act as an independent contractor.

6.1. The compensation provided herein shall be exclusive and county shall neither pay nor provide contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by county to contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of county's payment of compensation hereunder to contractor. County will report the total amount of all payments to contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

6.2. This agreement is personal as to contractor and contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of county; provided nothing herein shall prohibit any other consultants employed by contractor or in a firm of which contractor shall be a member to assist contractor in carrying out the responsibilities herein.

6.3. This agreement is not a contract of employment. The parties intend that contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work

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and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and county shall not interfere with, control or direct the manner or method in which such services are performed; provided, county shall direct contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, contractor shall not be considered an agent of county.

- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
- 6.5. In the event contractor's labor or services shall be performed by contractor's employees, such employees shall be and at all times remain the employees of contractor, under the contractor's sole and exclusive control and shall not be deemed employees of county for any purpose.
- 6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.
  - 6.6.1. Contractor is solely liable for any Workers' Compensation coverage under this agreement. If contractor has the assistance of other persons in the performance of this agreement, contractor shall qualify and remain qualified for the term of the agreement as an insured employer under ORS 656.407. If contractor performs this agreement without the assistance of any other persons, contractor shall execute a Joint Declaration with county's Workers' Compensation carrier absolving county of any and all liability as provided in ORS 656.029.
  - 6.6.2. If contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, contractor shall provide such Workers' Compensation and unemployment coverage benefits at contractor's sole cost and expense and shall provide proof of such insurance and benefits at county's request.
- 6.7. Contractor represents that contractor has filed federal and state income tax returns (a) in contractor's business name or (b) on a business Schedule C as part of contractor's personal income tax returns, if contractor provided consulting services as an independent contractor during the previous calendar year.
- 6.8. Contractor represents that contractor is customarily engaged in an independently established business. To that end, contractor represents

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that at least three (3) of the following apply to contractor's business (initial those that apply):

- 6.8.1. qc Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of contractor's residence and that portion is used primarily for the business.
- 6.8.2. qc Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed price contracts; contractor is required to correct defective work; contractor warrants the services provided; or contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- 6.8.3. qc Contractor provides contracted services for two (2) or more different persons within a twelve (12) month period, or contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- 6.8.4. qc Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
- 6.8.5. qc Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

**7. NON-DISCRIMINATION**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

**8. NOTICES**

Any notice required or permitted under this agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.1.1. Personally delivered, or

8.1.2. Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.2. Notices, bills and payments sent by mail should be addressed as follows:

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COUNTY: Tillamook County  
Attn: Chris Laity  
503 Marolf Loop Road  
Tillamook, Oregon 97141  
503-842-3419  
claity@co.tillamook.or.us

CONTRACTOR: CAPITOL ASSET & PAVEMENT SERVICES,  
INC.  
Joel M. Conder  
P. O. Box 7840  
Salem, Oregon 97303  
503-689-1330  
Jconder@capitolasset.net

**9. STATUTORY PUBLIC CONTRACT PROVISIONS**

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

**10. CONFLICT OF INTEREST**

Contractor covenants that contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

**11. RECORDS**

Contractor shall create and maintain records in accordance with generally accepted standards of contractor's practice and the records requirements of county. The records shall remain the property of county and be made available to county upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

**12. CONSTRAINTS**

This agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated, therefore. Any provisions of this agreement which would conflict with law are deemed inoperative to that extent.

**13. INTEGRATION**

This agreement supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this agreement.

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**14. SAVINGS**

Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of this agreement shall remain in full force and effect.

**15. WAIVER; MODIFICATION**

Failure by county to enforce any provision of this agreement does not constitute county's continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this agreement shall not be modified, delegated, transferred, or assigned, except upon the written, signed consent of both parties.

**16. LIABILITY; INDEMNIFICATION**

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant) \$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant) \$2,000,000 (all claimants)
Professional Liability/ Errors and Omissions:	\$1,000,000

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

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**17. JURISDICTION; LAW**

This agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

**18. LEGAL REPRESENTATION**

In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

**19. ATTORNEYS' FEES**

Attorneys' fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

**20. LANGUAGE**

The headings of the agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

**21. SUBCONTRACTING**

Any subcontract ad infinitum of this agreement shall express the GENERAL PROVISIONS section of this agreement or incorporate it by reference.

**ACKNOWLEDGEMENT:**

**EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**


Approved as to form and content this 16<sup>th</sup> day of February, 2022.

  
Contract Officer

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Dated this 25<sup>th</sup> day of February, 2022.

CONTRACTOR:                   CAPITOL ASSET & PAVEMENT SERVICES, INC.

  
\_\_\_\_\_  
Joel M. Conder  
P.O. Box 7840  
Salem, Oregon 97303  
503-689-1330  
[jconder@capitolasset.net](mailto:jconder@capitolasset.net)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
David Yamamoto, Chair	_____	_____	_____/_____ /
Erin D. Skaar, Vice-Chair	_____	_____	_____/_____ /
Mary Faith Bell, Commissioner	_____	_____	_____/_____ /

ATTEST:     Tassi O'Neil,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
      Special Deputy

\_\_\_\_\_  
Joel W. Stevens  
County Counsel



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PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

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Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.

END OF PUBLIC CONTRACT PROVISIONS



Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

February 1, 2022

*Mr. Chris Laity, P.E.  
Public Works Director  
Tillamook County Public Works*

RE: Pavement Management Program Update & Re-inspection Services

Dear Chris;

I have enclosed for your consideration a proposal for the pavement re-inspections of the Tillamook County road network. This is a non-binding cost proposal, mainly for budgeting purposes for the re-inspection of the entire paved road network. It is also based upon re-inspecting the same mileage we took part in during the last inspection cycle in 2020, (275 paved miles). Any new roads that need to be added to the database that were paved by the county, or have been newly constructed since the last inspection will be added at no charge up to 5.0 centerline miles

Hopefully the scope of services I have attached in below exhibit, as well as the terms I have included within compensation satisfy your expectations; please contact me at your earliest convenience so we may schedule your project during the upcoming 2022 calendar year.

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has more experience in county road inspections & analysis than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul or myself. I will be the person managing the re-inspection project, (Joel M. Conder at 503.884-6663 (cell), email at [jconder@capitolasset.net](mailto:jconder@capitolasset.net)). Paul Wigowsky will be handling the software updating and reporting processes, and he can be reached at 503.551-6891 or at [paul@capitolasset.net](mailto:paul@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in these following exhibit meet with your approval.

Sincerely,  
Joel M Conder  
Senior Project Manager

## Services, and Cost - Pavement Ratings

Service & Timeframes	Description	Cost
Kickoff Meeting & Data Gathering	Upon entering into a contract with Capitol Asset & Pavement Services Inc. Our Senior Project Manager shall meet with county staff to discuss project timelines and notice to proceed. Other agenda items shall include, but are not limited to: contact information of county staff, local rules & regulations, press releases (if needed), obtaining any historical road information to included in new database; As-builds, and recent maintenance & rehabilitation activity. This exchanging of information can take via telephone or email if a face-to-face meeting is not required.	<b>Included</b>
New Segmentation of County roads not currently in Database Network	Capitol Asset & Pavement Services Inc. shall physically measure any new county-maintained paved roads with an electronic distance measuring instrument in order to get accurate segment lengths. Each segment shall be measured for width using an engineering wheel. Pavement type, Functional Class, # of lanes, begin & end location and year constructed are just a few of the fields that shall be collected. All field data will be recorded electronically using a laptop computer and added to the existing Streetsaver database.	<b>Included up to 5 new miles</b>
Linking of GIS segments (If not currently linked)	CAPS, Inc will set up the GIS section link within the StreetSaver® Online program. Using the GIS Toolbox Section Link feature, CAPS, Inc will link each database section to the road centerline file provided by the County. Database section beginning and ending location descriptors will be matched to corresponding beginning and ending points in the road centerline file. Once complete, this will allow the creation of various maps using the StreetSaver® GIS reporting feature (Road PCI condition, Segments needing rehabilitation, maintenance history, etc). During the inspection process all gis road links shall be verified.	<b>Included</b>

## Services, and Cost - Pavement Ratings - Continued

Service & Timeframes	Description	Cost
Distress Rating of approximately 275 miles of county maintained paved roads.	A 2-person crew, led by our Senior Inspection Crew Leader, will inspect all roads that are to be included in the study that currently reside within the county's Streetsaver database. This is done by windshield drive-by, and then turning around and inspecting the most representative area of the segment. A minimum of 10% of each section will be inspected. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection. This portion of the project shall take approximately 3-4 weeks to complete.	<b>\$25,900</b>  (Approx. \$94.00 per C/L mile)
Further Populating of Database - Uploading of Distress Data – Calculations	Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent road data (M&R) collected from the county shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data.	<b>Included</b>
Software Training for County Staff (if requested)	Upon successful completion and delivery of the "final" Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 2-3 hour on-site training class at the county's location of choosing within Tillamook County.	<b>Included</b>
Future Software Support & Training  <b>On-going</b>	Capitol Asset & Pavement Services Inc. puts on an annual refresher course. This class is an all-day hands-on computer training/refresher class that is free of charge to all Capitol Asset & Pavement Services Inc. clients, and is always held in the spring. This class is usually conducted near the Portland or Bend area usually in October/November time frame. County staff shall also receive up to 40 hours per year of online or telephone technical support at no charge.	<b>Included</b>

## Services, and Cost - Pavement Ratings - Continued

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Service & Timeframes	Description	Cost
A-7 Maintenance & Rehabilitation Recommendations (M & R)	Based upon the MTC Streetsaver software and the Tillamook County strategies, Capitol Asset & Pavement Services Inc. will produce customized budget options reports. Tillamook County shall receive various reports showing cost-effectiveness of current or future various Maintenance & Rehabilitation strategies. Capitol Asset & Pavement Services Inc shall run multiple budget scenarios using actual as well as suggested dollar amounts. The county will be able to look at the impacts of a reduced or increased street maintenance funding and make more informed decisions as to the direction the county would like to take.	<b>Included</b>
Deliverables	Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of...	<b>\$25,900</b>

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# FEE SCHEDULE

## HOURLY BILLABLE RATES STRUCTURE JANUARY 1, 2022 THRU DECEMBER 31, 2022

(For services requested beyond deliverables within the lump sums)

<b>Position Description</b>	<b><u>Hourly Rate</u></b>
President	\$145.00/hr
Vice-President	\$135.00/hr
Senior Project Manager	\$135.00/hr
Senior Programmer	\$125.00/hr
Management Analyst	\$105.00/hr
Engineering Tech.	\$95.00/hr
Data Collection Coordinator	\$85.00/hr
Accounts Payable Clerk	\$80.00/hr
Travel Charge per mile	\$ 0.58.5/mile

### **Not to Exceed Clause -**

The total price of this quote (\$25,900) is based entirely on an estimate and may not be exceeded without the written authorization from a Tillamook County representative, or by change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices (\$25,900) for PMP services as set forth above or to be agreed upon.



Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

Chris Laity, P.E.  
Tillamook County Road Department

February 1, 2022

RE: Cost Proposal for the Digital Imaging of Tillamook County Roads

Dear Chris;

As per our previous digital imaging cycles in Tillamook County, I have enclosed for your consideration a proposal for the digital imaging of the Tillamook County road network in 2022. This proposal includes the digital imaging on all gravel & paved road as maintained by the Tillamook County Road Department This proposal is based upon filming approximately 327 center line miles, the same as we did in the year 2020.

Hopefully the scope of services I have attached in Exhibits #1 and #2 (compensation) satisfy your expectations; The digital Imaging inventory can only take place once the weather turns a little warmer on the coast, usually around July. All phases of the deliverables shall be completed by the upcoming conclusion of summer 2022, (9-30-2022).

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitor the health of your county road network. You will find no firm in the Northwest that has done more county digital imaging than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul Wigowsky, or myself.

I can be reached at Joel M. Conder @ 503 884-6663, [jconder@capitolasset.net](mailto:jconder@capitolasset.net). Paul Wigowsky will be handling the digital imaging aspect as project manager. He can be reached any time as well at 503 551-6891 [pwigowsky@capitolasset.net](mailto:pwigowsky@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in Exhibits #1 and #2 meet with your approval.

Respectfully submitted,

Joel M Conder  
Senior Project Manager  
Capitol Asset & Pavement Services Inc.

PO Box 7840 SALEM, OR 97303 \* 503.689-1330 office \* 503.689-1440 fax \* [www.capitolasset.net](http://www.capitolasset.net)



**Capitol Asset & Pavement Services Inc.  
Scope of Services**

**ROADSIDE DIGITAL IMAGING - SERVICE DESCRIPTION**

Service	Description	Cost
Collect Images and Road Data	<p>Capitol Asset &amp; Pavement Services Inc. shall collect road digital images and data. Two synchronized images shall be captured for each data point. Images shall be captured from a driver’s point of view (straight ahead) and right view at approximately 45° angle to the right. Data captured will be synchronized with each Image pair and each data point shall include Road number, Road Name, Milepost, GPS XYZ coordinates, and crossroad (where applicable). Quality of GPS coordinates is subject to a clear view of sky, and where view is blocked, GPS may be unavailable. GPS quality in good conditions is generally within 1 meter. Data and Images shall be captured at a rate specified by County. Images will be captured at 200 image pairs per mile, per direction, or every 21.1 ft. This can be modified to intervals from 10.5 to 105 ft (in 5.28 ft increments) at no additional charge to county. Images and data shall be collected in two directions of travel (increasing and decreasing). Images shall be stored in JPEG image format (each image is approximately 300kb in size).</p> <p>This quote is based upon approximately <b>327</b> centerline miles of paved &amp; gravel roads in Tillamook County.</p>	<b>\$24,000</b>
Provide Viewer software	Streetpix Photolog Viewer software shall be unrestricted while used for Tillamook County business. County shall have license to install and utilize software on an unlimited number of computers, so long as those computers are owned by County and used for County business. This includes any department under County jurisdiction. County shall not have the right to distribute viewer software to any other government or private entity.	<b>Included</b> (no additional charge)
Install Viewer software	Capitol Asset & Pavement Services Inc. shall install photolog viewer software onto Tillamook County computers. If desired, Server-side program and data (including images) shall be installed on a Tillamook County central network server. CAPS Inc. shall provide Tillamook County IT staff with training and instructions to install software (client and server) on any additional computers.	<b>Included</b> (no additional charge)
Provide Viewer Software Training &	CAPS Inc shall provide Tillamook County staff with training as to maintenance and use of Viewer software. CAPS Inc. shall also provide technical support to Tillamook County IT staff for the	<b>Included</b>

Technical Support.	purpose of maintaining program installations or troubleshooting errors. Up to four (4) hours of on-site or remote training included. Up to forty (40) hours of on-site and remote technical support included.	Additional support beyond 40 hrs. at <b>\$135/hr</b>
Deliverables	CAPS Inc. shall provide data, images, software installation executable, and instructions to County on external USB 2.0 hard drive.	

## **EXHIBIT #2**

### **COMPENSATION**

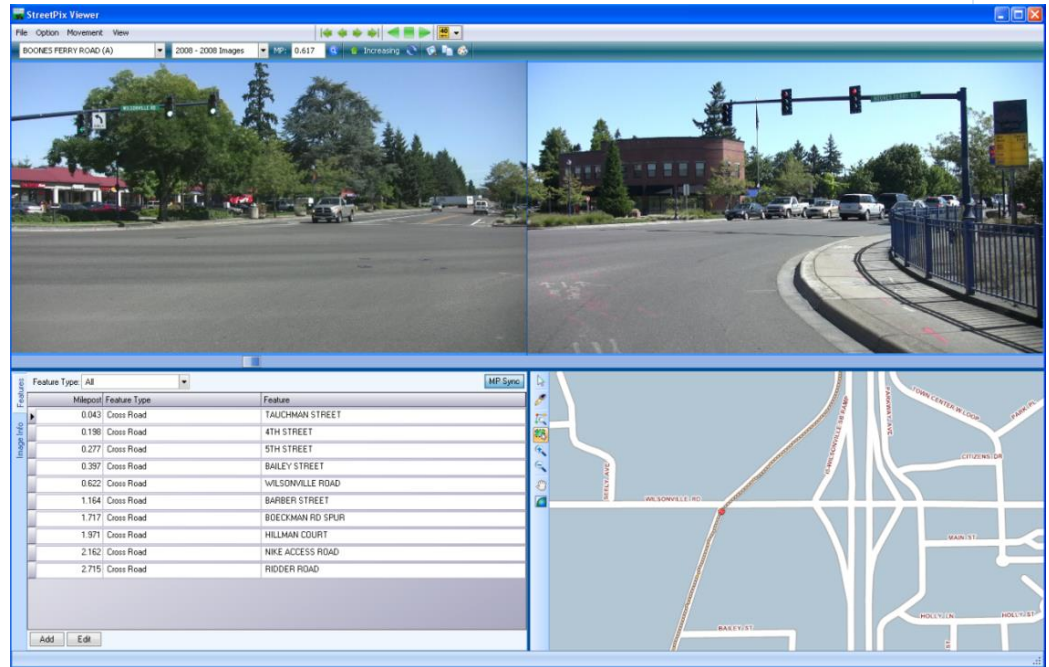
Capitol Asset & Pavement Services Inc. shall be compensated at the dollar amount of **\$24,000.00**, for work performed as described in Exhibit #1 as “Digital Imaging” on approximately 327 centerline miles of roadway within Tillamook County. Capitol Asset & Pavement Services Inc. shall invoice one (1) lump sum bill upon final satisfactory completion of the 327 miles of roadway filming.

## DIGITAL PHOTOLOG

We plan to film each county road in two directions using our roadside digital imaging collection vehicle. This vehicle is equipped with two 2.1 megapixel camcorders which capture images at intervals of from 10-100 ft (25 ft. is standard, but actual interval to be chosen by county), a GPS unit that will capture coordinate information for each image pair, and Distance Measuring Instrument that will capture milepost.

### StreetPix Viewer Information

- Two images displayed for each data point. One facing forward, other at approximately 45° to the right (to capture right-of-way features).
- GPS coordinate information captured for each data point.
- Novatel submeter GPS unit used.
- Milepost from Distance Measuring Instrument captured for each data point



- Map displayed showing current location. User can click on map and be taken to nearest data point.
- Images collected in both directions. Click flip icon and see images captured in opposite direction.
- User-friendly controls. VCR-like controls to play, reverse, skip images. Acts like a virtual drive down the Road.
- Feature Inventory spreadsheet-like grid – displays asset feature information.
- Viewer can store/display multiple years of data.
- Copy images to clipboard, print image, or export image to file

See more information at <http://www.capitolasset.net/RoadsideDigitalImaging.html>

- Software is compatible with current versions of Microsoft Windows (XP, Vista, Windows 7)
- Client-server application. Database is Microsoft SQL Server, installed on a network server.
- Images are in Jpeg format and stored on network server drive.
- Software on each client machine accesses data and images on server.
- (Can also be installed in a stand-alone version)

# Capitol Asset & Pavement Services Inc.

## Metadata Sheet

(For StreetPix & Mobile GPS Data Collection)

A major difficulty in the geospatial data community is the lack of information that helps prospective users to determine what data exist, the fitness of existing data for planned applications, and the conditions for accessing the data. That is why it is imperative for these notes to be sent in conjunction with the data you are receiving. In today's ever changing GPS technology forum, many new uses are being applied. One of the more popular methods has been the evolution of precise GPS surveying from a relative difficult, expensive and complicated technology that could only be used in the so-called "static" mode, to a technique that has tremendous flexibility. This technique is called "kinematic" meaning moving receiver mode. This "on-the-fly" GPS data collection is a relatively new and semi-complex technology and is used by **Capitol Asset & Pavement Services Inc.** during the data collection part of this proposed project. The data that you will be receiving with these notes will be collected in the kinematic mode. Though the kinematic mode increases the number and range of GPS applications that can be used, please be aware of the real and sometimes perceived constraints on the GPS performance and accuracy. It is then sometimes necessary to understand the fundamental principles of the GPS hardware, software, processing algorithms and operational procedures.

The data that will be contained within the deliverable information will be collected, processed and compiled by **Capitol Asset & Pavement Services Inc.** The data that **Capitol Asset & Pavement Services Inc.** delivers to their clients is believed to be accurate; however, a degree of error is inherent in all kinematically collected information. The data will be distributed "as-is" without warranties of any kind, either expressed or implied. The risk or liability resulting from the use of this data is assumed by the user. **Capitol Asset & Pavement Services Inc.** can charge for the service of collecting or supplying this coordinate information to clients, but we in no way represent ourselves as professional land surveyors. **Capitol Asset & Pavement Services Inc.** makes no warranties of any kind, and disclaims all liability to any persons or agencies. **Capitol Asset & Pavement Services Inc.** also does not warrant or guarantee the accuracy or completeness of this kinematically gathered information.

**All questions regarding the StreetPix data should be addressed to the imaging project manager:**

Paul Wigowsky  
Digital Imaging Project Manager  
Capitol Asset & Pavement Services Inc.  
(503) 551-6891 or [paul@capitolasset.net](mailto:paul@capitolasset.net)

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