



DAN JOHNSON  
DIRECTOR

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

April 13, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an On-Call Contract with Kittelson & Associates for Traffic Engineering services. Total contract value is \$150,000 for 2.25 years. Funding is through the County Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	4/11/23: Discussion item at issues.		
<b>Performance Clackamas</b>	The work done under this contract will contribute to building a strong infrastructure, and ensuring safe, healthy and secure communities		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Christian Snuffin	<b>Contact Phone</b>	503.742.4716

**EXECUTIVE SUMMARY:** The County issued a request for proposals (RFP) for the purpose of selecting two traffic engineering consultants to act as “on-call” independent contractors to perform the type and scope of work listed below as requested by the Department of Transportation and Development’s Traffic Safety Division. The contracts are valued at \$50,000 per year for three consecutive fiscal years (\$150,000 total), beginning in the current fiscal year, and will expire on 06/30/25.

The two selected engineering consulting firms will assist with various County traffic related matters, including development review, traffic safety investigations, signing and striping design and review, traffic signal design, traffic signal timing, ITS design (speed feedback signs, queue warning systems, weather systems, networking), and data analysis.

For Filing Use Only

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on December 8, 2022, through RFP 2022-110. Proposals were publicly opened on January 18, 2023. The County received four (4) Proposals in response to the RFP from Kittelson & Associates, DKS Associates, Fehr & Peers and Lancaster Mobley. After review of the Proposals, contracting with Kittelson & Associates, as one of the two selected traffic consultants, was determined to be in the best interest of the county based upon the scoring criteria outlined in the RFP.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign this contract with Kittelson & Associates for On-Call Traffic Engineering Services.

Respectfully Submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation and Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #7709**

This Personal Services Contract (this “Contract”) is entered into between **Kittelson & Associates, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its 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 **June 30, 2025**.
2. **Scope of Work.** Contractor will provide on-call traffic engineering services, further described in the Request for Proposals 2022-110 attached and incorporated by reference herein as “**Exhibit A**,” and Contractor’s Proposal, attached and incorporated by reference herein as “**Exhibit B**”.

This Contract is on an “on-call” or “as-needed basis” for Work. Upon notification from the County, a scope for specific work will be mutually developed with the Contractor for work to be delivered, an estimated time for delivery, fee basis (either fixed or time and material), and a not-to-exceed price. 0A task order to this Contract must be issued by the County before any such work may begin, which shall incorporate by reference all applicable provisions of this Contract. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

In order to initiate services under this Contract, the County will negotiate an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is Christian Snuffin. For each authorized County Task Order, a project specific district representative shall be identified for coordination of the work.

3. **Consideration.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **Fifty Thousand Dollars (\$50,000.00)** and the total Contract compensation shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)**. 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: Christian Snuffin at [CSnuffin@clackamas.us](mailto:CSnuffin@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: Hermanus Steyn Phone: 503-535-7455 Email: <a href="mailto:hsteyn@kittelson.com">hsteyn@kittelson.com</a>	County Administrator: Christian Snuffin Phone: 503-680-5623 Email: <a href="mailto:CSnuffin@Clackamas.us">CSnuffin@Clackamas.us</a>
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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 fault, negligence, willful misconduct, or breach of this Agreement by 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, to the extent caused by Contractor's negligent 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 except Professional Liability. 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. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for 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 accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.

- 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. **KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

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.

Kittelson & Associates, Inc.,

Clackamas County

DocuSigned by:  
*Hermanus Steyn* 3/24/2023  
AAE87D05DE83425...  
Authorized Signature Date

Hermanus Steyn Senior Principal Engineer

Chair Date

Name / Title (Printed)

099459-81  
Oregon Business Registry #

Recording Secretary

DBC/Oregon  
Entity Type / State of Formation

APPROVED AS TO FORM

*[Signature]* 04/04/2023  
County Counsel

**EXHIBIT A**  
**RFP#2022-110**  
**On-Call Traffic Engineering Services**  
**Issued December 8, 2022**



**REQUEST FOR PROPOSALS #2022-110**

**FOR**

**ON-CALL TRAFFIC ENGINEERING SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARK SHULL, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Tralee Whitley**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: January 18, 2023**

**TIME: 2:00 PM, Pacific Time**

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

## **SCHEDULE**

Request for Proposals Issued.....	December 8, 2022
Protest of Specifications Deadline.....	December 15, 2022, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 11, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	January 18, 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, January 18, 2023** (“Closing”), to provide On-Call Traffic Engineering Services. 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/bsv/view/login/login.xhtml>, Document No. S-C01010-00005137.

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](mailto: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 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 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 On-Call Traffic Engineering Services with Clackamas County's Department of Transportation and Development's Transportation Maintenance Division for traffic engineering consulting firms to assist with various County traffic related matters, including development review, traffic safety investigations, signing and striping design and review, traffic signal design, traffic signal timing, ITS design (speed feedback signs, queue warning systems, weather systems, networking), and data analysis.

**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**

The Clackamas County Department of Transportation and Development (DTD) Traffic Safety Division is seeking the services of qualified consultants to provide traffic engineering services for a variety of projects related to transportation engineering. This Request for Proposals (RFP) has been issued for the purpose of selecting multiple traffic engineering consultants to act as "on-call" independent contractors to perform the type and scope of work listed below as requested by the County.

From time to time, similar work not specifically related to County roadways may be required. If a project falls into this category, an initial investigation will be performed. After the initial investigation, the Contractor(s) and the County will develop a scope of work and contract for the completion of that project.

This Request for Proposals is being advertised for the purpose of selecting multiple traffic engineering consultants to act as "on-call" independent contractors to perform the type and scope of work listed below as requested by the County.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

The County's intent is to enter into multiple on-call contracts for this type of work. Work orders for specific tasks, analysis to be completed, and expected end product will be prepared. The selected on-call firms will be asked to perform the work on a rotational basis; if a firm is unable to perform initial investigations in the time required by the County, the next firm on the list will be contacted. The maximum dollar amount of work is not anticipated to exceed \$50,000 per year with the maximum amount per contract not to exceed \$150,000.

The successful consultants will be required to provide a variety of traffic engineering work which may include but not be limited to:

1. Review of land use development applications with respect to the transportation system and evaluation of traffic studies and development of recommended conditions of approval in conformance with State and County standards and ordinances.
2. Traffic engineering investigations which may involve vehicle and traffic count research, research of complaints, field visits to measure roadway elements, preparation of assessments and recommendations related to various traffic engineering investigation, and contact with citizens.

3. ITS engineering work including traffic signal timing analysis; corridor signal timing strategies; timing plan development and implementation using MaxTime and Voyage signal control software; analysis of communications systems including, but not limited to, fiber optic and traffic device communications interface.
4. Traffic engineering design including traffic signal design, vehicle detection design, preliminary roundabout design and roundabout peer review, signing and pavement marking plans, work zone traffic control plans, and use of Context Sensitive Solutions (CSS).
5. Traffic safety investigations including analysis of safety data, field visits and measurements, preparation of correspondence summarizing the results of field investigation and recommendations for improvements.

Successful consultants will be working with a diverse team including traffic engineers, traffic technicians, civil engineers, traffic signal maintenance, and traffic maintenance personnel.

### **On-Call Contract**

The resulting Contract will be an “on-call” or “as-needed basis” for Work. Contractor agrees to perform the work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the work under the resulting contract.

When the County wishes Contractor to perform the Work, the Contractor shall provide a completed quote to the department representative, then the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation. Contractor may not perform Work until the County Task Order form has been fully executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of the resulting Contract until the completion or expiration of the authorized task. No task order shall modify or amend the terms and conditions of the resulting Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work. The County intends to award multiple contracts resulting from this RFP.

### **3.3.2. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023 with the option for two (2) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

**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
- 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>
1. Company Qualifications	0 - 15
2. Project Team Capabilities	0 - 30
3. Project Understanding & Approach	0 - 30
4. Communications & Availability	0 - 15
5. Rates	0 - 10
<b>Available Points</b>	<b>0-100</b>

- 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. Company Qualifications:**

Provide a general overview of the firm including size of staff, location of closest office to Clackamas County, background of company, etc. Include the name of the individual(s) authorized to represent the consultant in negotiating and signing any contract that may result. Provide any additional supportive information that will illustrate the company's qualifications.

#### **5.3. Project Team Capabilities**

1. Detail the qualifications, experience and project responsibilities of the consultant, key professional staff, and any sub-consultants and affiliates the firm may use on various tasks during the performance of the contract. Provide a list and point of contact for any sub-contractors that may be utilized.
2. The proposer must have the ability to utilize all current traffic engineering analysis software including Synchro, SimTraffic and VISSIM. In addition, the proposer should have familiarity with Voyage and MaxTime signal control software. Provide a statement that the project team has these capabilities. Samples may be included.
3. Provide summaries of similar work on projects within the past three years that best characterize work quality and cost control (include references for County contact: name and telephone number).
4. Provide experience with local, state and federal agencies.
5. Resumes and licenses may be included as supportive information. Staff assigned to any projects based upon this solicitation must have a thorough understanding of traffic engineering and ITS standards and practices from a Federal, State and local perspective. Provide enough documentation to demonstrate key staff members' traffic engineering knowledge along with professional licenses held.

#### **5.4. Project Understanding and Approach**

1. Detail the project team's understanding of the required duties and the methodology and course of action used to meet the goals and objectives for a successful project.

2. Detail project team's technical expertise and awareness of key issues. Show awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
3. Detail the firm's experience and knowledge of the area, transportation issues, etc.

**5.5. Communication and Availability**

1. Qualified contractors must be accessible by the County project managers and available for project work, meetings, and other interaction with the County. Specify resources available to perform the work for the duration of the contract.
2. Qualified contractor must have the ability to establish and maintain functional and productive working relationships. Provide references to support these criteria.

**5.6 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.

**5.7. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2022-110**

Submitted by: \_\_\_\_\_  
(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: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ 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 PROPOSAL**

## 5.2 COMPANY QUALIFICATIONS

As the County continues to experience rapid growth and continues to work on establishing a safe, connected, accessible transportation system, Kittelson and Associates, Inc. (Kittelison) can support the County with local and nationwide transportation practitioners. Founded in 1985, Kittelson has over 37 years of local transportation experience working with Clackamas County, Oregon Department of Transportation (ODOT), and other local agencies throughout the County—serving the communities where we live, work, and play. This experience includes the County’s professional services on-calls, which we have held continuously since 2009. Projects completed include:

- Damascus Area Systematic Safety Enhancements
- Clackamas County ARTS Systemic Safety Design
- Clackamas County Standard Drawing Updates
- Sunnyside Road ATMS & Adaptive Corridor
- SE 179th Avenue/190th Drive Corridor Management Plan
- Drive to Zero Safety Action Plan
- 2013 Clackamas County Transportation System Plan
- Stafford Road/Borland Road Roundabout
- Boyer Drive Extension
- Damascus Mobility Plan
- SE Stafford Road: Pattulo Way to Rosemont Road (ongoing)
- SE Johnson Creek Blvd: 79th Pl to 82nd Ave (ongoing)

Through our collaboration with County staff and local agency partners, we understand transportation complexities in urban, suburban, and rural contexts. We have completed traffic studies, designed signal systems and intersection improvements, engaged communities, and participated in planning processes to make sure transportation is deliberately planned and designed with quality and respect for its role in the public arena. For the Drive to Zero Safety Action Plan, which was adopted in 2019, Kittelson analyzed the County’s top 50 highest crash sites to help eliminate fatal and serious crashes by 2035. Part of this effort will be to update and evaluate traffic signals and pavement markings at key intersections throughout the County.

An Oregon Subchapter S Corporation, Kittelson employs over 300 professionals across 24 offices throughout the United States. Our Portland office maintains a staff of 74 people, including 41 licensed professional engineers or planners, to assist on projects. Kittelson headquarters are in downtown Portland, less than 20 miles from the Clackamas County offices in Oregon City.

Our skilled professionals and national experts offer decades of progressive research, technological innovation, and a diverse portfolio of industry-leading work. We recognize that healthy, sustainable societies depend on efficient, active, and safe multimodal transportation that is cost-effective to manage, operate, enhance, and use over time. Our staff are regularly involved through all phases of a project, from planning, through conceptual

and final design, into bidding and construction. Accessibility, business and residential involvement, and economic and environmental sustainability create challenges we are excited to help resolve.

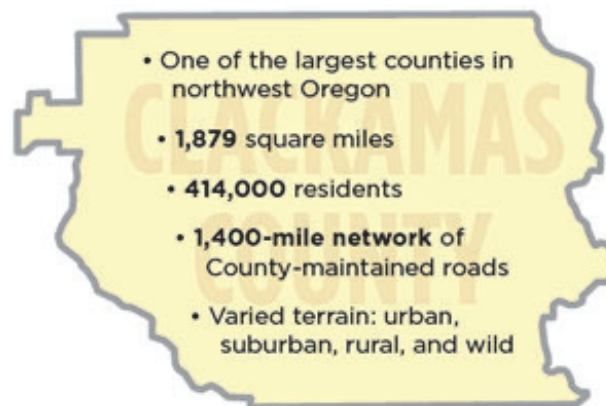
Our team provides the following services outlined in the County’s Request for Proposals (RFP):

- Review of Land Use Development Applications
- Traffic Engineering Investigations
- ITS Engineering Work
- Traffic Engineering Design
- Traffic Safety Investigations

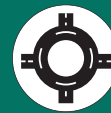
At Kittelson, our goal is to systematically develop and apply methods that improve the performance of the roadway, pedestrian, bicycle, and transit systems. Our staff members are passionate about transportation and the success of every project. Our proven success on projects is achieved through:

- Providing transportation services to Clackamas County for over 37 years
- Understanding the regional context and state/federal requirements
- Providing sound technical analysis using state-of-the-art methods
- Providing a multimodal perspective that integrates land use and environmental factors
- Providing extensive collaboration with stakeholders and public involvement

Our proposed Project Principal, Hermanus Steyn, PE, is an authorized signer for Kittelson and will represent the company on this contract.



### WHY KITTELSON



**PAST EXPERIENCE  
DEVELOPING QUALITY  
DELIVERABLES**



**TRUSTED  
PARTNERSHIP WITH  
CLACKAMAS COUNTY**



**ABUNDANT,  
COMPREHENSIVE  
RESOURCES**

# 5.3 PROJECT TEAM CAPABILITIES

## KEY KITTELSON PERSONNEL



WADE      HERMANUS      MARC      SUSAN      KELLY      JEFF      SARA      NICK      CHELSEA      ALI

### 1. QUALIFICATIONS, EXPERIENCE, AND PROJECT RESPONSIBILITIES

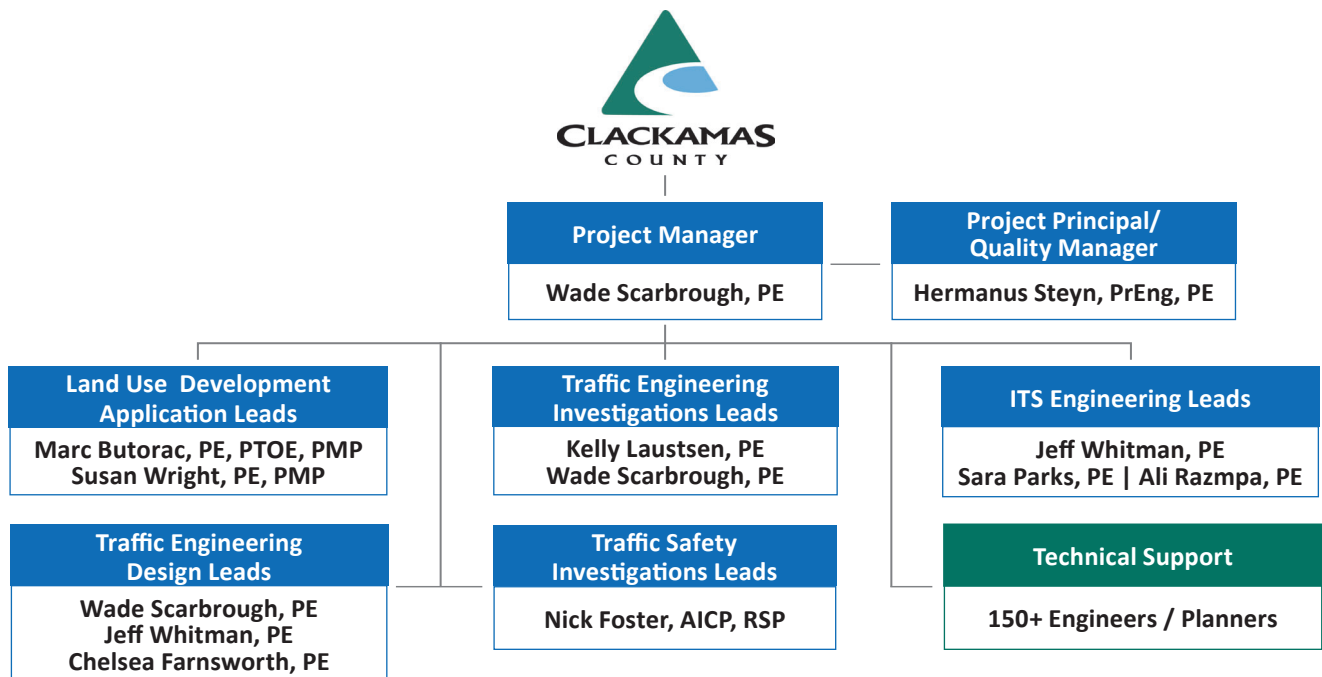
As the Kittelson Team Contract Manager, Wade Scarbrough, PE, will be the primary contact person for the duration of the contract. He will work with the County to assign the best team possible to ensure project success, and he will be directly accessible to the County.

Hermanus Steyn, PE, will serve as the Project Principal and Quality Manager for the duration of the contract. He will provide senior-level guidance and direction to all work performed, be apprised of ongoing activities, and review

interim and final work products before delivery for quality assurance/quality control. His QA/QC review includes cross-referencing between disciplines to provide a holistic perspective of the overall success of a project.

We have also identified seven additional key engineers/planners from our Portland and Boise offices to lead our service to Clackamas County; each possesses unique skills relevant to the County’s needs and a proven work history with Clackamas County. The key staff members shown on the following pages are supported by the full resources of the Portland office and the entire firm. We will not be utilizing subconsultants for this contract.

### ORGANIZATION CHART





## WADE SCARBROUGH, PE | PRINCIPAL ENGINEER

**Role: Project Manager, Traffic  
Engineering Design Lead**



Thank you for all your help and support on the Bethany project. Especially your ability to adapt and keep things flowing as our needs changed based on what we were hearing from folks up the chain.

– Gary Stockhoff, former County Engineer, Washington

Wade has worked directly with County staff for over 20 years on dozens of publicly and privately funded projects, and he has overseen the firm's past On-Call Traffic Engineering Services contracts with the County. His experience includes preparing plans, specifications, and cost estimates (PS&E) for traffic design elements including roundabouts, traffic signals, ITS applications, signing & striping, street lighting, and traffic control and detour plans. He is currently overseeing the consultant team on the SE Johnson Creek Boulevard 79th Place – 82nd Avenue Project, and he has prepared PS&E for dozens of new and modified County traffic signals within the past three years. Wade led the team that developed new County standard drawings for various traffic control devices, including school zone flashers, pedestrian-actuated beacons, and speed feedback signs. He also led the design of several County roundabouts, including SW Stafford Road/SW Borland Road and SE 172nd Avenue/Scouters Mountain Road. Additionally, he has designed numerous bikeways, enhanced pedestrian crossings, and flashing beacons in the County.



## HERMANUS STEYN, PE | SENIOR PRINCIPAL ENGINEER

**Role: Project Principal, Quality  
Control Manager**



I can't say enough about Hermanus Steyn and his longstanding support of Oregon City. Hermanus has been supporting the City despite not always having a contract or subcontract and his help has been extremely insightful. So as far as long term firm relationships go, Hermanus over the years has been great and his efforts represent real Kittelson value to Oregon City. – John Lewis, PE, City of Oregon City

Hermanus is a transportation engineer with experience taking transportation concepts he has researched into the planning, design, and construction phases. He is a nationally recognized leader in context-based, performance-based, and safe system approaches. His expertise in operations, geometric design, and safety are used by agencies throughout the US to assist with analyzing, designing, and constructing safety and operational improvements that consider all users. For ODOT, Hermanus led development of the Blueprint for Urban Design and on a national level, he contributed to completing NCHRP Project 15-77 (Web-Only Document 320): Aligning Geometric Design with Roadway Context. He has managed hundreds of projects and knows that the context of the project and working with the community are essential to a successful project. Hermanus understands the interaction between design, operations, and safety for all users and capably synchronizes all facets of a project to achieve regulatory compliance and facilitate construction.



## MARC BUTORAC, PE, PTOE, PMP | SENIOR PRINCIPAL ENGINEER

**Role: Land Use Development  
Application Review Lead**



I have greatly appreciated Marc's approach to project scheduling and planning. His efforts seem to have us six steps ahead throughout the project...he helped our agency keep on track, resulting in a professional project that was well thought out and done on schedule. – Mark Willrett, City of Klamath Falls

Marc combines his background in transportation research, planning, and design to convert car-centric roadways into multimodal facilities that integrate all travel modes safely and comfortably. Specializing in traffic engineering, his background is built on researching and implementing projects related directly to traffic operations techniques. These techniques include access placement/design, intersection/stopping sight distance evaluation, traffic circulation/flow, pedestrian bicycle safety, and signal systems. Marc has overseen and managed over 500 successful transportation impact studies for commercial, industrial, institutional, and residential developers. He regularly reviews and designs commercial and industrial parking lot facilities and conducts parking lot safety audits for existing facilities. In addition to developing appropriate mitigation measures and evaluating site access/internal circulation issues, Marc communicates effectively through design charrettes, public meetings, one-on-one stakeholder meetings, court cases, and public hearings. For the County, he has developed solutions for safety, congestion, accessibility, and mobility. He managed development of the Clackamas County Transportation Safety Action Plan, SE 172nd Avenue/190th Drive Corridor Management Plan, and Clackamas to Columbia Plan. These documents have guided several improvements to the County's transportation network.



## SUSAN WRIGHT, PE, PMP | PRINCIPAL ENGINEER

**Role: Land Use Development  
Application Review Lead**

22  
YEARS OF  
EXPERIENCE



I enjoyed working with Susie and the other Kittelson staff members. We came out with a superb [Transit] Development Plan with Kittelson's assistance!

– Cynda Bruce, CCTM, Director of Transit, Lincoln County Transit

Susan has led many multimodal, outcome-based long-range plans and has worked with agencies in the county steadily for 17 years. She managed the Clackamas County Transit Development Plan and Active Transportation Plan, and was the deputy project manager for the 2013 Clackamas County Transportation System Plan. In addition, she has worked on over 20 transportation system plans (TSPs) and many active transportation plans, concept plans, sub-area, and transit plans. These plans include performance measures, prioritization, funding strategies, and conceptual designs. Susan capably crafts and manages stakeholder- and community-driven processes using technical information to support decisions. As a planner with a background in engineering and public involvement, Susan has helped communities throughout Oregon prioritize enhancements to their bicycle and pedestrian facilities, improve transit service, and increase safety to create accessible, equitable multimodal systems that promote public health, economic vitality, and environmental protections.

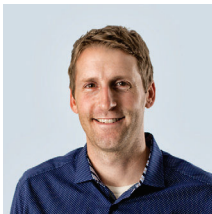


## KELLY LAUSTSEN, PE | SENIOR ENGINEER

**Role: Traffic Engineering  
Investigations Lead**

9  
YEARS OF  
EXPERIENCE

Kelly is a transportation engineer with experience engaging the public, stakeholders, and agency staff during research, planning, and design projects. Her research experience includes transit-supportive roadway strategies, bicycle and pedestrian data collection, pedestrian quality of service, and the crash warrant for signals. She also has a variety of practical experience working with institutions and communities to develop transportation demand management plans, perform corridor studies, and implement practical, sustainable transportation solutions. She has assessed near- and long-term transportation needs and is adept at developing context sensitive transportation solutions with broad community support, utilizing tools include charettes, workshops, open houses, surveys, focus groups, and interactive maps.



## JEFF WHITMAN, PE | ASSOCIATE ENGINEER

**Role: Traffic Engineering Design  
and ITS Engineering Lead**

18  
YEARS OF  
EXPERIENCE

Jeff is a traffic engineer with expertise in roadway and traffic design. He is adept at conducting traffic analysis and applying the results to prepare constructable PS&E documents. His experience includes developing alternatives, assessing impacts and trade-offs, and leading multidisciplinary design teams. Jeff planned and designed bicycle and pedestrian facilities, roadway improvements involving roundabouts and other intersection forms. As a traffic design expert, Jeff routinely leads traffic signal improvement initiatives as well as lighting and signing & striping design efforts. His expertise is currently being applied for the County, as deputy project manager for the SE Johnson Creek Boulevard: 79th Place-82nd Avenue project. With this diverse experience in transportation, Jeff provides creative solutions to transportation challenges, while staying mindful about cost and schedule.

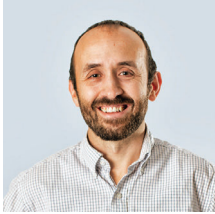


## SARA PARKS, PE | SENIOR ENGINEER

**Role: Traffic Engineering Design  
and ITS Engineering Support**

6  
YEARS OF  
EXPERIENCE

Sara collaborates with the project team to develop context-based solutions by bringing her experience with traffic analysis, alternatives studies, and traffic design spanning from concept level assessments and layouts to full plan, specification, and estimate development. Sara develops alternatives, analyses, and designs for existing and new roadways and intersection control strategies, designing traffic signals; detection; fiber-optic connections to intelligent transportation systems (ITS) cabinets; and modifications to existing interconnect systems. For street lighting, she has conducted lighting analysis; developed systems alternatives; and prepared designs for new systems and retrofitting to existing conditions to include pedestrian, bicycle, and multiuse facility lighting.



**NICK FOSTER, AICP,  
RSP | ASSOCIATE  
PLANNER**

**15**  
YEARS OF  
EXPERIENCE

**Role: Traffic Safety  
Investigations Lead**

Nick specializes in multimodal urban and rural road transportation safety. He managed the Clackamas County Transportation Safety Action Plan update, and worked on the previous edition, has advised safety plans for Deschutes County and the City of Bend, and managed the Oregon Bicycle & Pedestrian Safety Implementation Plan. Nick has analyzed the safety performance of over several hundred miles of roadways in contexts ranging from two-lane rural roads to urban arterials, including bicycle and pedestrian focused analyses. His work includes road safety audits and other field investigations, analyzing crash data to identify addressable crash patterns, and evaluating and recommending countermeasures.



**CHELSEA  
FARNSWORTH, PE |  
ENGINEER**

**5**  
YEARS OF  
EXPERIENCE

**Role: Traffic Engineering  
Design Lead**

Chelsea thrives on the concept of planning a project from the beginning and envisioning its short- and long-term solutions, and she is inspired by the role that transportation can play in the creation of sustainable communities. She has contributed to a range of projects including the design of pedestrian crossings, signal and roundabouts; transportation management and traffic control plans; trip generation; and crash data and traffic analysis. Chelsea helped to develop new County standard drawings for various traffic control devices, including school zone flashers, pedestrian-actuated beacons, and speed feedback signs. Additionally, Chelsea's role in the County ARTS project included designing and drafting plan sheets for safety improvements along eight corridors and at 30 intersections across the County. She also coordinated and attended meetings with County staff.



**ALI RAZMPA, PE |  
ENGINEER**

**4**  
YEARS OF  
EXPERIENCE

**Role: Traffic Engineering  
Design and ITS Engineering  
Support**

Ali is a transportation engineer skilled in data analysis, traffic operations analysis, traffic signal designs, signal timing, traffic simulation modeling, and traffic impact studies. He is familiar with ODOT signal systems gained through analyzing detector data outputs from TransSuite software and retiming multiple ODOT traffic signals. Ali has provided signal design, retiming and cabinet print sheets for traffic signals in a variety of jurisdictions throughout Oregon, including Clackamas County.



### 3. SUMMARIES OF SIMILAR WORK

Our experience and capabilities will be able to support the County in implementing its vision and goals for the future. The following projects were delivered on or below budget and schedule, and work quality can be verified by the references provided.

#### 1. REVIEW OF LAND USE DEVELOPMENT APPLICATIONS

##### Traffic Impact Study Reviews

Kittelson has assisted numerous public agencies in reviewing traffic impact studies associated with development applications. Some recent examples include several reviews of development-related transportation studies submitted in Polk County and the cities of Stayton, Klamath Falls, Lebanon, Hermiston, and Florence. Additionally, Kittelson has prepared multiple traffic impact analyses for a vast array of proposed developments throughout the Portland metropolitan area, including many within Clackamas County. Our long history of reviewing and preparing studies of this nature has made us intimately familiar with the complex standards and requirements of the statewide planning rules and goals. Furthermore, our experience working together with Clackamas County planning and engineering has allowed us to become well versed in the County's own standards and land use code.

**Reference: Shana Olson, City of Lebanon | 541.258.4265, [solson@ci.lebanon.or.us](mailto:solson@ci.lebanon.or.us)**

#### 2. TRAFFIC ENGINEERING INVESTIGATIONS

##### Wilsonville Crosswalk Assessment | Wilsonville, OR

**Staff: Wade Scarbrough, Project Principal**

In this study, Kittelson evaluated pedestrian crossing conditions at 18 intersection sites in the city. The study provided the City with recommendations at each site for enhanced crossing treatments based on national design guidelines and research. The final report documented the analysis results and provided conceptual designs for the crossing treatments each location.

**Reference: Zachary Weigel, City of Wilsonville, City Engineer, 503.570.1565, [weigel@ci.wilsonville.or.us](mailto:weigel@ci.wilsonville.or.us)**



##### Stafford Road: Rosemont to Pattulo | Clackamas County, OR

**Staff: Wade Scarbrough, Principal Engineer; Hermanus Steyn, Senior Engineer**

Clackamas County plans to add pedestrian and bicycle facilities and address capacity and safety needs on SW Stafford Road between SW Pattulo Way and Rosemont Road. Kittelson led an intersection control evaluation and developed concept designs for stop-controlled, roundabout, and signalized intersection alternatives at the intersection of Childs Road. Ultimately, the roundabout was selected as the preferred alternative and Kittelson helped develop 30% and 60% design plans. Additionally, we evaluated alternatives and developed design concepts to address safety issues at the Johnson intersection. Kittelson is currently leading the traffic design for the project, including signing, striping, and illumination design. The project is scheduled for construction in 2024.

**Reference: Jonathan Hangartner, PE, Clackamas County | 503-742-4511, [jhangartner@clackamas.us](mailto:jhangartner@clackamas.us)**

#### 3. ITS ENGINEERING WORK

##### Durham Road/Upper Boones Ferry Road: OR 99W-I-5 ITS Project | Tigard, OR

**Staff: Wade Scarbrough, Project Manager; Ali Razmpa, Traffic Designer**

To reduce congested conditions along the corridor, the City of Tigard collaborated with Washington County and ODOT to implement ITS enhancements. As part of a multidisciplinary team, Kittelson evaluated and designed the system, including adaptive traffic signal control and various equipment upgrades that will provide real-time communications to each of the 13 corridor traffic signals to facilitate more efficient signal timing and management. Kittelson led the technical systems engineering analysis and documentation identifying the specific needs and requirements for the adaptive signal control system, including the communications network and detection upgrades. Kittelson also led design alternative evaluations for the 88th Avenue/Durham Road pedestrian crossing. Our work included the following components:

- **Pedestrian Crossing Alternatives.** Kittelson developed intersection alternatives capable of safely serving the busy school crossing at 88th Avenue/Durham Road and improving traffic signal progression along Durham Road. The selected pedestrian hybrid beacon (PHB) treatment eliminated the long queuing and delays that previously occurred during school peak times.
- **Corridorwide Communications Pathway.** The communications pathway analysis identified the best value treatments, ranging from agency-owned underground fiber optics to overhead fiber on PGE poles to agency-owned wireless interconnect. Kittelson estimated costs and benefits to inform decisions on level of investment for communications options.



- **Systems Engineering Report.** Kittelson documented the traffic operations and safety considerations in the corridor. This involved mapping them to specific needs and requirements for the future adaptive signal system to address frequent preemptions and working with PHB signals capable of automated signal timing optimization of cycle lengths, green time, and offsets.
- **Preliminary ITS Cost Estimating.** To right-size the project, Kittelson calculated preliminary cost estimating for the ITS treatments. The agencies elected to implement adaptive signal control at 11 signals from 92nd Avenue to the I-5 intersection. The system includes detection upgrades using thermal video cameras and communication upgrades using a new wireless radios and fiber optic systems.
- **Final PS&E.** Kittelson developed final PS&E for the new PHB and the necessary modifications at the existing signals. Kittelson also provided engineering support during construction.

**Reference: John Fasana, Washington County | 503-846-7948**



## 4. TRAFFIC ENGINEERING DESIGN

### SE Johnson Creek Boulevard and SE 79th Place | Clackamas County, OR

**Staff: Wade Scarbrough, Project Manager; Jeff Whitman, Deputy Project Manager; Sara Parks, Engineer**

Kittelson is currently working with Clackamas County to design pedestrian and bicycle improvements and a new traffic signal at the intersection of SE Johnson Creek Boulevard and SE 79th Place. The project will install a new median between 79th Place and 82nd Avenue to reduce vehicular turning conflicts and address the historical safety issue. Kittelson is leading the multi-disciplinary team providing surveying, environmental assessments, utility coordination, right-of-way acquisition, public involvement support, and PS&E delivery for this federally funded project. The firm conducted a traffic study and alternatives analysis to determine the preferred lane configuration and operational characteristics of the new traffic signal at 79th Place. The team worked closely with County staff to evaluate local access needs and issues and develop the preferred geometric layout. The new signal will be interconnected to the ODOT signal at 82nd and the signal timing will be coordinated to manage queues and maintain efficient traffic flow on Johnson Creek Boulevard.

**Reference: Joel Howie, P.E., Clackamas County, Civil Engineering Supervisor, 503-742-4658, jhowie@clackamas.us**

### Boyer Drive Extension | Clackamas County, OR

**Staff: Wade Scarbrough, Traffic Design Lead**

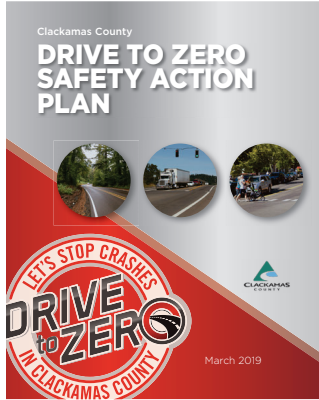
As part of a multidisciplinary consultant team, Kittelson assisted with the traffic study that evaluated alternatives and provided recommendations for the final lane configurations and traffic control treatments. Kittelson prepared the Access Management Plan for the project and completed final PS&E for the traffic signal modification, interconnect, illumination, signing, and striping elements. During construction, Kittelson supported the County project manager by reviewing contractor submittals, addressing questions from field crews, inspecting as-built equipment, supervising fiber optic interconnect testing, and producing final record drawings.



**Design Reference: David Queener, Development Agency Program Supervisor, Clackamas County | 503.742.4322 | davidque@co.clackamas.us**

**Construction Reference: Terry Mungenast, Project Manager, Clackamas County | 503.742.4656 | TerryMun@co.clackamas.us**

## 5. TRAFFIC SAFETY INVESTIGATIONS



### Drive to Zero Action Plan | Clackamas County, OR

**Staff: Nick Foster, Project Manager**

Kittelson prepared the 2019 update to Clackamas County’s award-winning Transportation Safety Action Plan (TSAP), the Drive to Zero Safety Action Plan. The TSAP is a multidisciplinary plan with action items covering a range

of topics, including young/senior drivers, aggressive driving, impaired driving, vulnerable users, EMS, vehicle technology, safety culture, as well as engineering-related projects and policies. These actions were developed through collaboration with a wide range of stakeholders, including County staff and elected officials, local agencies, private organizations, and individual residents. Infrastructure-related projects include individual location-specific projects, ranging in scope from reflectorized signal backplates to intersection reconfigurations and roadway upgrade, as well as systemic programs related to roadway departure, intersection, and bicycle/pedestrian crashes.

**Reference: Joe Marek, Clackamas County | 503.742.4705**

### Clackamas County All Roads Transportation Safety (ARTS) Program Countermeasures | Clackamas County, OR

**Staff: Wade Scarbrough, Project Manager; Hermanus Steyn, Engineer; Chelsea Farnsworth, Engineer**

Clackamas County implemented a variety of safety countermeasures on their rural roadways. As part of a team, Kittelson prepared curve layout maps for 22 corridors, sign data tables for systemic roadway departure corridors, and intersection plan drawings and sign data for 77 intersections. Intersections and corridors were selected based upon their need to improve safety performance through updated signage. The team implemented safety treatments with signing & pavement markings while avoiding pavement modifications.

**Reference: Christian Snuffin, PE, PTOE | Senior Traffic Engineer, Clackamas County | 503-680-5623 | csnuffin@clackamas.us**

## 4. EXPERIENCE WITH LOCAL, STATE, AND FEDERAL AGENCIES

### LOCAL AND STATE AGENCIES

Kittelson has provided its services to numerous local and state agencies throughout the Northwest under on-call or flexible service contracts throughout the firm’s history. Over 80 local and state government agencies retained Kittelson as prime consultant for traffic engineering contracts within the last five years including Clackamas County, the Oregon Department of Transportation, and the cities of Oregon City, Wilsonville, Lake Oswego, Gladstone, Molalla, Happy Valley, and West Linn.

### RECENT AGENCY DESIGN MANUALS & GUIDANCE

- Oregon DOT Blueprint for Urban Design
- Metro Designing Livable Streets and Trails Guide
- Tennessee DOT Road Design Guidance and Criteria
- Tennessee DOT Work Zone Manual
- Sarasota Engineering Design Criteria Manual
- Montana DOT Road Design Manual
- Montana DOT Safety Engineering Manual

### FEDERAL AGENCIES

Kittelson provides the County direct access to team members that conducted the national research and developed nationwide guidelines and documents, including the following:

- FHWA Road Safety Audit
- Signalized Intersections: Informational Guide Signal Timing Manual
- Highway Safety Manual (1st Edition and currently leading production of the 2nd Edition)
- Highway Capacity Manual (4th, 5th, and 6th Editions)
- NCHRP Report 672: Roundabouts: An Informational Guide (1st and 2nd Editions)
- Multimodal Level of Service

## 5. SUPPORTING INFORMATION

### LICENSES

Oregon professional engineer licensed staff include:

ENGINEER	OR #
Wade Scarbrough, PE	65552
Hermanus Steyn, PE	72571
Marc Butorac, PE, PTOE, PMP	57986
Susan Wright, PE, PMP	65119
Kelly Laustsen, PE	91815
Jeff Whitman, PE	82477
Sara Parks, PE	18712
Chelsea Farnsworth, PE	100117
Ali Razmpa, PE	93182

## 5.4 PROJECT UNDERSTANDING AND APPROACH

### 1. UNDERSTANDING OF REQUIRED DUTIES

#### GENERAL UNDERSTANDING

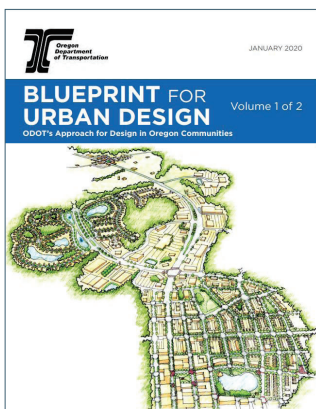
Kittelson understands that, while the County operates with a full complement of staff, it may require assistance from outside contractors and consultants to implement the planning and design of transportation infrastructure, safety, and operations projects. Kittelson is well-versed in working with the County to provide responsive, cost-effective on-call transportation planning and engineering services.

Based on our experience servicing the County through on-call traffic engineering services, we understand the County can assign multiple tasks to be completed simultaneously. Therefore, our team is structured around project leads with the skill, experience, and expertise we anticipate the County will need. These project leads will have readily available resources, locally and nationally, to complete assignments on schedule and within budget.

Kittelson also understands that transportation practitioners are transitioning from strict design standards to performance-based design within land use context, and the County has begun applying elements of performance-based design. This trend is modifying our transportation systems, which now integrate all modes to promote public health, support the economy, and provide equity and environmental protections. Kittelson has been leading efforts towards creating more context-appropriate transportation facilities through research, planning, and design. This includes developing guidelines and manuals that practitioners use daily, including NCHRP 785: Performance Based Analysis of Geometric Design of Highways and Streets, ODOT Blueprint for Urban Design, Metro Designing Livable Streets and Trails Guide, as well as providing the vision and roadmap for the future Green Book, 8th Edition.

Subconsultants are essential to providing the County comprehensive services in a fiscally responsible manner.

Being able to recommend subconsultants with relevant experience, expertise, and relationships will contribute to project successes. As a transportation-only firm, Kittelson has the unique ability to partner with a diverse cadre of subconsultants to meet the project's technical needs while assisting the County to achieve their diversity, equity, and inclusion (DE&I) goals.



It is our goal to continue our successful relationship with County staff by providing creative design solutions that will assist the County in achieving its transportation goals. Drawing upon our extensive transportation engineering experience with the County, Kittelson fully understands the services requested.

#### GENERAL APPROACH

Depending on the work type, Kittelson will work with the County to assign the appropriate staff to address the project needs and undertake an appropriate course of action. In general, we will approach projects following these three steps.

##### 1 Assign a Project Lead

Kittelson will choose a project lead for each task that has the skills and experience to lead the team. Kittelson understands that filling the role of project lead is more than executing the work; it is assigning and monitoring the right mix of technical personnel (both internal and subconsultants if needed) and providing the resources the team needs to be successful. It is about earning the trust of project stakeholders, delivering projects on time and within budget, and meeting project goals through innovative solutions.

##### 2 Understand Project Goals and Objectives

Kittelson will meet with the County to learn the projects goals and objectives to define the desired outcomes and priorities. This information will be shared with the entire project team to develop a comprehensive and accurate scope of work, well defined budget, and realistic schedule of delivery.

##### 3 Build a Project Schedule

A proposed schedule will be created, identifying anticipated dates/timelines for consultant deliverables and County review. The schedule will be presented and discussed with the County project manager to establish consistent expectations.

To make sure the County receives responsive and efficient services, Wade, PE, our contract manager, will coordinate tasks. Based on our intimate knowledge and extensive experience delivering traffic engineering service projects for the County, we will assign the appropriate staff and subconsultants to fully address the needs associated with an assignment. A task team will complete each assignment, led by a project lead. Wade will work with the designated project lead to build the team. The task lead will be the day-to-day interface on the project without additional layers of management.

## PROJECT MANAGEMENT

### One-Firm Philosophy

Kittelson operates under a “one-firm” philosophy, involving personnel from various offices in projects throughout the US under the guidance of a local lead project manager. This ensures that our employees are both well-versed in regionally specific transportation conditions and also develop the ability to collaborate with a diverse group of Kittelson staff, public agencies, and private developers. In addition, this one-firm philosophy brings the greatest capabilities and resources to the County without the barriers created by geographic locations or profit center. This gives the County opportunities to develop solutions by capitalizing on the experience, skills, and expertise of our local and nationwide resources.

### Quality Assurance (QA) and Quality Control (QC)

We will implement our ongoing, robust internal review and critique procedure from the first deliverable and carry it through the final product to ensure the County receives high quality, technically sound products.

**Internal Quality Assurance & Peer Review.** QA and QC are the key processes in the Kittelson quality management program used to confirm that project deliverables meet project objectives and are of appropriate quality. The QA program focuses on implementing methodologies, processes, and procedures that establish an agreed-to project approach, prevent the production of poor-quality products, and describe a process for review and needed corrections.

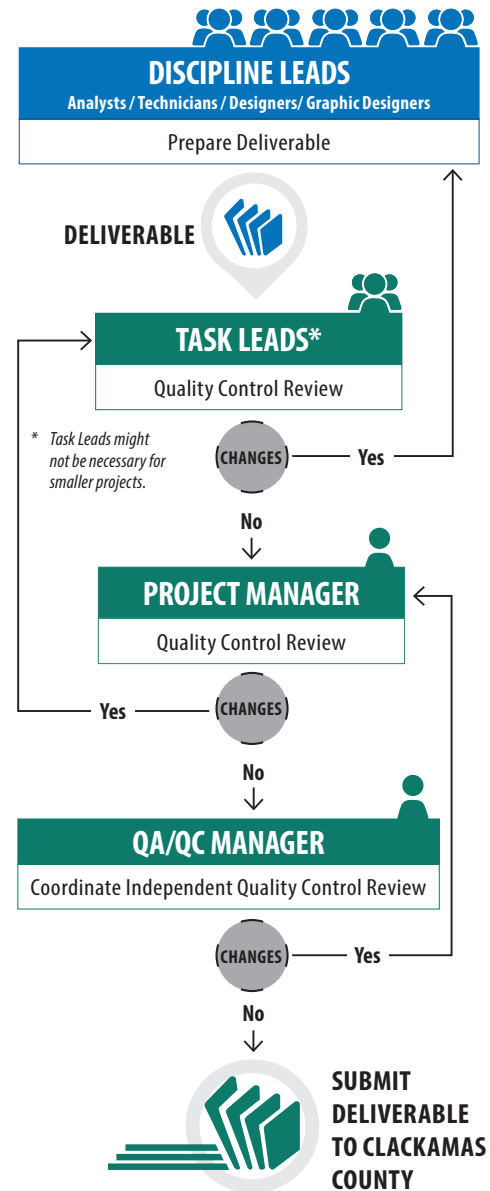
Key elements of the Kittelson QA program include:

1. Providing talented, experienced, and skilled staff relevant to the project needs and objectives
2. Developing a Quality Management Plan (QMP) for each project
3. Identifying a quality manager and/or reviewers and responsibilities before initiating work
4. Quality checking deliverables before a submission
5. Periodically reviewing the QA processes and procedures and identifying areas for change

Kittelson’s QC approach is a tiered and systematic procedure of independent reviews and checks on deliverables to review compliance with applicable guidelines and standards, as well as the goals and objectives of the project. The deliverables review process should be scaled to the size of the project and the staff involved, but key elements in all QC plans include:

1. Identification of a quality manager, responsible for verifying that QMP is properly executed through the life of the project
2. Identification of QC reviewers that are not closely associated with the project and are experienced with the subject matter to be reviewed

3. A listing of the schedule for QC activities
4. An estimation of the number of hours available for QC activities
5. A description of how the QC activities will be performed and documented



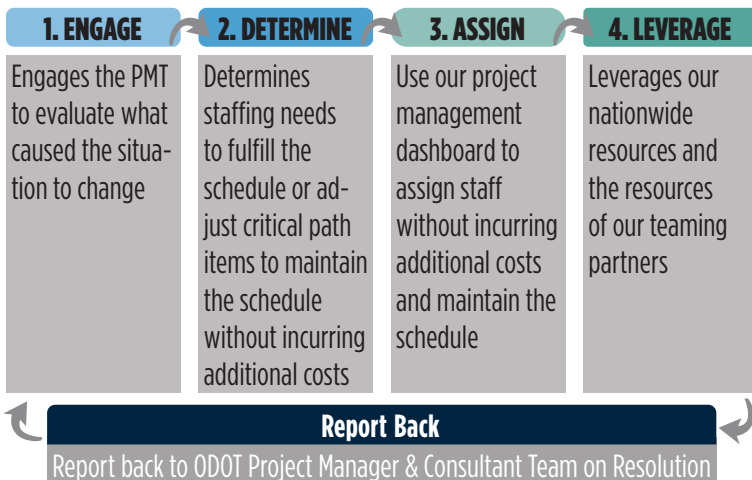
**Cost Control: Completing Tasks On-Schedule & Within Budget.** Upon receipt of a task order, our project manager will work with County staff to establish a project schedule, which the Kittelson project manager will use to populate our real-time scheduling system. Our system allows us to program staff in advance of work activities to ensure that staff resources are available throughout the project. The system is an effective tool for addressing planned (vacations, maternity leaves, etc.) and unplanned events (increases in scope but no change to schedule, illness, etc.) to avoid adverse impacts to the project schedule and/or overloading a staff person. The redundancy in skills at every level of staff experience is another protection to the County against delay to the project.

Kittelson carries out task orders by following these steps:

1. **Clarify the scope.** A successful project starts with an accurate and complete scoping process. Our team will meet on-site with the County’s project manager and all involved stakeholders to develop a comprehensive scope of services, including understanding the project limits and critical issues.
2. **Identify potential risks.** Identification of potential project schedule risks will allow the project team to either plan around the risks (avoid) or incorporate the appropriate timeframes to mitigate or address risks, should they arise, into the schedule.
3. **Develop a Work Breakdown Structure (WBS).** Plan work tasks by individual subtasks, broken down to their simplest components.
4. **Build a dynamic schedule.** A schedule will be created using Excel or MS Project (if warranted) and the WBS. By using predecessor and dependent tasks, critical paths will be clearly identified.
5. **Monitor spending.** Kittelson utilizes a real-time budget tracking tool that reflects the total project spending to date, as compared to the total project budget, based on the negotiated billing rates. This tool provides the project manager with current budget information to relay to our team and the County at any time.
6. **Communicate.** The Kittelson project manager will constantly work to chart the project course, foresee issues, and work with the County to resolve them before they affect the schedule or budget. Frequent and effective communication with the County’s project manager builds trust and facilitates open dialogue.

### BUDGET AND SCHEDULE ADHERENCE

Although every effort to maintain schedules and budgets is made, there are times when adjustments are needed. This can happen when a deadline is pushed out while new stakeholder input is solicited, or another decision is made. Sometimes a short term pause on design work and reassignment of staff to another short-term project can be made to avoid rework and redesign. If adjustments are needed, we follow the process illustrated below.



### TASK ORDER SCOPING

Kittelson understands that a successful project begins with developing a scope, schedule, and budget based on the anticipated level of efforts, necessary skills and expertise, and available funding. Those elements provide structure for the tasks, highlight expertise required to complete the work, and can help our project managers foresee potential issues before they occur. An agreed-to project approach minimizes the need for re-work and the occurrence of delays.

#### Developing the Scope of Services

Our proposed manager, Wade, and other task leads will review the project prospectus and any available supplemental information (i.e. aerials, as-builts, site visit notes) to establish a project understanding that includes:

- **Limits:** Proposed versus needed
- **History:** Prior studies, preliminary engineering work, public meeting notes
- **Level of public involvement:** Focus groups, social media, open houses, newsletters
- **Other agency involvement:** Other agency or utility projects that may need to be incorporated, or accounted for, to make the most of project resources
- **Budget:** Proposed versus needed
- **Purpose:** Interim project or full implementation
- **Scheduling and funding:** Specific project delivery schedule that affects other projects in the region or funding

Next, Wade will work with a project lead to develop a detailed scope of services based on the project understanding. He and the project lead will initiate coordination with an internal team to document specific tasks, assumptions, and deliverables. Finally, Wade along with the project lead will review the scope of services with the County’s project manager and make adjustments, as needed.

#### Developing the Fee

Kittelson applies the following concepts when developing fee estimates:

- **Clear correlation to tasks.** The fee estimate is tied directly to tasks in the scope of services, helping to ensure that nothing is omitted.
- **Broad participation of staff.** The internal team and any subconsultants contribute to developing the fee estimate.
- **Review of historical data.** Kittelson utilizes fees from similar projects to generate accurate estimates.
- **Standardized structure.** The fee estimate is developed in a standard spreadsheet format so that hours can be applied to each task and team member.
- **Provision for program uncertainties.** Uncertainties are identified and contingencies developed to mitigate them.

- **Percentage of construction.** An order-of-magnitude estimate for any construction work is used to verify that our design fees are appropriate for the project (i.e. between 10-15% of the construction costs depending on the project complexity and duration).
- **Independent review.** As a final step, the quality manager identified for the project conducts an independent review of the estimate to ensure it is realistic, complete, and consistent.

If our fee estimate does not meet the County's budget, we will work with the County to clarify the scope with the intent to reduce hours for specific elements or remove scope items.

## 2. TECHNICAL ISSUES AND AWARENESS OF KEY ISSUES

Having worked with the County and its local agency partners for 37 years, Kittelson has first-hand knowledge of the challenges and opportunities related to the County's transportation network. To clearly convey our understanding of these challenges and opportunities, we have broken them down into the categories on the RFP. The following table outlines our expertise to fulfill the County's needs for traffic engineering services:

### LAND USE DEVELOPMENT APPLICATION REVIEW

On projects involving the review of land use development applications, Kittelson will approach the project from a neutral and objective perspective using agency guidelines and policies to guide the decision-making process. The firm has prepared numerous traffic impact analyses for proposed development projects within Clackamas County and has a detailed awareness of the County's concurrency requirements and development code as well as statewide policies. Additionally, Kittelson has acted on behalf of many public agencies to provide objective third-party review of traffic impact analyses prepared by others. Kittelson would coordinate closely with County staff at the onset of any potential development application review to ensure there are no conflicts of interest related to any ongoing work.

Kittelson has conducted hundreds of transportation studies throughout the metropolitan area in rural, urbanizing, and urban areas on collector, arterial, highway, and freeway corridors. As such, the firm provides both the technical skills and insights to serve as an effective extension of County staff.

### TRAFFIC ENGINEERING INVESTIGATIONS

Kittelson routinely conducts traffic engineering investigations for a wide variety of issues. Common investigations may range from intersection sight distance

analysis, pedestrian crossing analysis and design, signal warrant investigations, turn lane assessments, speed surveys, access management and design, transit facility design, traffic calming studies, and many others. On projects featuring field investigations, Kittelson will carefully document and describe key elements of the roadway system such that collaboratively sound engineering decisions are reached.

For many years, we have worked closely with County staff and project design teams, providing recommendations for geometric and traffic control modifications for County roads. As an example, Kittelson prepared the transportation system analysis for the Stafford Road corridor from Rosemont to Pattulo. We developed future travel demand forecasts, conducted operational analysis of the key study intersections, evaluated signal warrants, evaluated roundabout concepts and other unsignalized alternatives, provided recommendations for pedestrian and bicycle crossing treatments, reviewed left-turn and right-turn lane needs, analyzed quantitative safety benefits, and summarized performance results for all alternatives. The analysis enabled the County to select the preferred intersection design treatments to be advanced for final design.

### ITS ENGINEERING

As demonstrated by the firm's work experience, Kittelson has the skills needed to continue implementing and improving intelligent transportation solutions throughout the County.



Kittelson has an extensive skill set in developing and applying advanced signal system solutions to maximize operational effectiveness. Kittelson is a national leader in transit/truck signal priority, highway-rail advanced preemption treatments, and is specifically familiar with MAXTIME advanced signal features and internal control logic. Kittelson is involved in national research and committees and is known for transferring that knowledge to local agencies and projects.

Additionally, Kittelson is a state and national leader in developing and advancing automated, low-cost measures, such as Bluetooth™ enabled MAC readers. Kittelson has used MAC readers to collect travel time, speed, reliability, and origin-destination data for 15 projects in Oregon alone.

Representative ITS engineering projects include the Sunnyside Road ATMS and Adaptive Corridor, Durham Road ITS, and Ronler ATMS and Adaptive Corridor.

## TRAFFIC ENGINEERING DESIGN



Kittelson is a nationally recognized leader in traffic engineering and design, specifically in the areas of signal timing; traffic signal system design, and roundabout design. Our team routinely prepares bid-ready PS&E documents on traffic engineering projects featuring permanent and temporary traffic signals, roadway signing, pavement markings, pedestrian-scale and highway lighting, and traffic control plans.

The experience we have gained through the successful completion of numerous transportation improvement projects with public agencies and consultant project teams allows for a collaborative approach during the plan development stage and a quality bid package for the public agency.

As developers of the FHWA's Signalized Intersections: Informational Guide and Signal Timing Manual and active participants on Transportation Research Board's (TRB) Committees (Signal Systems, Performance Effects of Geometric Design Committee, National Committee on Uniform Traffic Control Devices Signals Technical), Kittelson effectively applies performance evaluations to

ensure safe and efficient signal design and intersection configuration. Kittelson staff has experience developing and evaluating design alternatives for local, collector, arterial, and highway facilities. We prepare solutions that consider geometric, operational, performance issues, multimodal access, and regional and corridor system needs.

On County design projects, Kittelson follows County design practices to ensure that completed infrastructure improvements provide a long-lasting benefit to County maintenance staff and the public. Kittelson routinely focuses on functional roadway design, intersection alternatives evaluation, and pre-NEPA design studies. Kittelson also led development of the NCHRP Report 672: Roundabouts an Information Guide, Second Edition, and we recently completed the new update (soon to be released).

## TRAFFIC SAFETY INVESTIGATIONS

Kittelson is a national leader in transportation safety and, having prepared the Drive to Zero Action Plan, understands the challenges the County faces in meeting its goal of zero fatal and serious injury crashes by the year 2035. Our team brings the latest knowledge in safety analysis methods, along with a solid foundation of geometric design principles, to conduct road safety audits (RSAs), field investigations, and crash analyses efficiently and effectively. Locally, our team has conducted RSAs and traffic safety field investigations for the County and ODOT.

Nationally, we led production of the Highway Safety Manual, First Edition, the FHWA Road Safety Audit Guidebook, and NCHRP Report 926: Guidance to Improve Pedestrian and Bicycle Safety at Intersections. In addition we are involved in several other ongoing research projects and committees, providing our team access to the latest in safety analysis practices. Throughout the United States, we have assisted communities establish safer transportation facilities in urban and rural context, which gives us the range of experience needed to serve a diverse region like the county.



## SPECIAL CAPABILITIES

Kittelson brings a multitude of special capabilities that can be used to support traffic analysis and design projects for the County. Some of these are described below.

### Innovative Visualizations

Communicating plans, concepts, and designs through 3D renderings, animation, and augmented/virtual reality is a proven method to convey technical subject matter through a digestible and public-friendly medium. Bringing concept plans and designs to a 3D perspective can also uncover new information and answer technical questions early in the project process.

#### Visualization Tools

- AutoCAD Civil 3D
- 3D Studio Max
- Infracore
- Lumion
- Unreal Engine
- Sketchup
- Bluebeam
- Pix4D



**Oregon City – West Linn Pedestrian - Bicycle Bridge Concept Plan: Rendering to convey concepts and address concerns about viewsheds and historical impacts. ([See animation](#))**

### National Signing, Marking & Workzone Expertise

Kittelson is a national leader in signing, pavement markings, and workzone traffic control. We are active on the National Uniform Traffic Control Device Committee, chaired by Gene Hawkins of Kittelson, and maintain the Manual of Uniform Traffic Control Devices Resources for Practitioners and Attorneys website: [mutcd.kittelson.com](http://mutcd.kittelson.com). We regularly develop workzone manuals for state DOTs and provides expert witness services for signing, pavement markings, and workzone traffic control cases. Kittelson recently completed work on the FHWA Crosswalk Marking Selection Guide, and NCHRP Report 926: Guidebook to Improve Pedestrian and Bicyclist Safety at Intersections.

### Experts in Performance-Based Design

Transportation practitioners are transitioning to applying performance-based design within land-use contexts. Kittelson is a nationally recognized expert in applying a performance-based design approach to transportation projects. Building upon our involvement with leading NCHRP Report 785: Performance Based Analysis of Geometric Design of Highways and Streets, Kittelson assisted ODOT with completing the Blueprint for Urban Design – a comprehensive guide that establishes consistent guidance, while providing flexibility for various contexts.



**Example cross section of urban street from the Blueprint for Urban Design.**

### Multimodal Analyses and Performance Measurement

Kittelson provides national leadership and expertise related to multimodal system analysis and evaluation. We recognize that transportation systems of today do not serve only one user. Motor vehicles, pedestrians, bicycles, and public transit vehicles all share the facilities that the County operates. Our team has helped develop multimodal analysis methods, such as the multimodal level-of-service method in the Highway Capacity Manual, and authored guiding documents on the topic, such as FHWA's Guidebook for Developing Pedestrian and Bicycle Performance Measures. We have practical experience applying these methods in Clackamas County and several other cities and counties around Oregon and the country. This practical experience, combined with our knowledge from research, allows us to tailor a multimodal analysis approach that best suits each agency's needs and data capabilities.

### Stakeholder Involvement, Coordination, and Facilitation

Most projects involve a confluence of stakeholders and invested parties (community members, businesses, neighborhoods, local agencies, service providers, other transportation agencies, and elected officials). Involvement, coordination, and facilitation are essential to secure both understanding and acceptance by stakeholders on any planning projects. Kittelson is well experienced to create an appropriate, effective, and need-specific involvement and facilitation strategy for any type of transportation planning project. Overall, the objectives will be to:

- Understand the fundamental issues and identify specific opportunities and constraints
- Develop alternatives for consideration and identify the appropriate tools and forums to assess benefits and opportunity costs of each in an efficient manner
- Review, test, and refine recommendations to ensure alternatives are buildable, fundable, and represent a consent-driven solution
- Clearly communicate implementation strategies and provide a roadmap that guides future success

Kittelson understands that each project should be evaluated individually to fully understand the stakeholder needs and specific tools should be selected to meet



specific goals. Kittelson has developed a toolbox of various techniques that can be used as appropriate on projects:

- Interactive project web sites
- Interactive open house and workshop formats
- Project graphics and mailings
- Newspaper advertisements and handouts
- 3-Dimensional Topographic Models



### 3. LOCAL EXPERIENCE AND KNOWLEDGE

Kittelson has a long working history with Clackamas County. For the past 10 years, Kittelson has assisted the County staff with work orders through the On-Call Transportation Engineering Services contracts. Kittelson also worked closely with the County as it developed the current Transportation System Plan Update, Active Transportation Plan, and 172nd-190th Corridor Master Plan: implemented its first modern roundabout and first multi-lane roundabout (both along Stafford Road); and constructed major arterial improvements such as Sunnybrook Road and Boyer Drive Extension.

In addition to these projects, Kittelson recently worked together with county traffic engineers to develop new standard drawings for various traffic control devices, including school zone flashers, pedestrian-actuated beacons, and speed feedback signs. We have a numerous ongoing projects in the County, including planning studies, development projects, and public works projects. Collectively these projects give Kittelson a well-rounded understanding of key issues within the County.

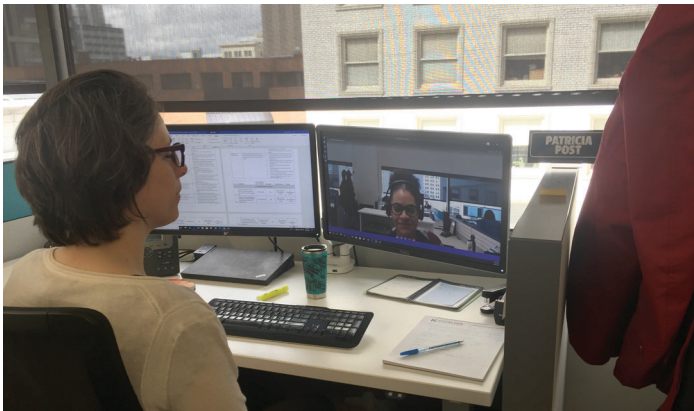
Staff at Kittelson take pride in establishing long-term relationships with their clients. In addition, Kittelson has historically had minimal staff turnover. As such, we have a strong history of assigning projects and clients to staff that result in multi-year relationships. Due to the large number of staff in Portland, and our scheduling system for managing workload and staff resources, we are able to maintain personnel throughout the duration of projects and typically throughout multiple projects with the same client.

## 5.5 COMMUNICATION AND AVAILABILITY

### 1. COMMUNICATIONS AND AVAILABLE RESOURCES

#### ACCESSIBILITY AND AVAILABLE RESOURCES

Kittelson continually evolves its communication technologies, providing constant and immediate communication between all project staff. In addition to the staff identified, we draw on our firmwide resources when necessary. Kittelson is structured as a single resource—as one office in many locations.



Offices and staff members are connected electronically through a robust computer networking system and real-time video conferencing and data sharing (Microsoft Teams) between offices, conference rooms, and individual desktops. This allows staff and the County to have immediate access to the knowledge, expertise, and resources of the entire firm. When combined with timely face-to-face meetings, we believe this system will help tremendously in creating a seamless and integrated team capable of taking full advantage of each individual's strengths and expertise in a cost-effective manner.

Kittelson maintains a website ([www.kittelson.com](http://www.kittelson.com)), regularly prepares web pages for specific projects (<http://projects.kittelson.com>) and maintains a toll-free telephone number (800) 878-5230. Our office has fully equipped video conference and presentation rooms, each with internet access, presentation screens, and/or monitors distributed throughout various offices. For mobile presentations, we use 15 mobile XGA high resolution projectors.

#### Computer Resources

Kittelson has Windows 10 laptops/workstations and MacBook computers connected to a Panzura based server file storage solution. Panzura server storage utilizes cloud storage with multiple backup layers as well as local copies of used files. In addition, Panzura maintains and manages individual file locks and prevents duplication or overwriting of an original file. Supporting the Panzura system, Kittelson operates 35 cloud or office processor servers running Microsoft Windows Server 2016 or newer. Total storage capacity exceeds 100 terabytes of available capacity. Our offices in the US are connected to the Internet and our outside offices with a minimum of 50 Mb up to 200 Mb services. All employees have their own personal computer with all the software loaded as needed, email address and full access to the Internet, as well as the ability to access storage and printers of all other servers in any Kittelson office. All employee workstations are equipped with the Microsoft 365, E3 or E5 licenses with Word, Excel, PowerPoint as well as other Microsoft Office 365 software applications.



Kittelson has 6 color laser printers capable of outputting 11" x 17" laser sheets distributed throughout various offices. All full-service offices are equipped with a large format, "E" size full-color plotter capable of creating scaled 22"x34" hard copy bid set construction drawings and as-built archive drawings on both 20# bond paper and photo mylar. Kittelson also has 18 Konica-Minolta and one Canon color copier with scanning, printing, copying, and PDF-making capabilities for 11" x 17" pages as well as 8.5" x 11" sheets.

## CAD Resources

Our technical staff works in both AutoCAD and Microstation. We currently utilize AutoCAD Map 2022 and AutoCAD Civil 3-D 2022, which are backwards compatible though AutoCAD 2011. Our technical staff routinely work with drawing files containing raster images, aerial photography, and information from a wide variety of software. We construct aerials of extensive areas of land using georeferencing information contained in digital aerial photography (GeoTIFF and GeoSPOT files). We make frequent use of specialized software such as AutoTurn Pro3D and GuidsignPLUS for design development. We have also developed specialized software to enable us to automatically generate traffic report figures in AutoCAD from Synchro, thus greatly reducing time spent in creating figures and checking them for accuracy.

## Desktop GIS

Kittelson utilizes the latest release of Esri's ArcGIS Pro in tandem with ArcMap 10.8 for spatial data processing, analysis, and mapping. Additionally, we have Network Analyst, Spatial Analyst, and 3-D Analyst extensions for a well-rounded desktop toolset. Because we work with a variety of public agencies and jurisdictions across the country, we have a broad range of experience with various spatial data formats and approaches to structure suited best for particular types of data. Kittelson also utilizes Esri's ArcGIS Online platform for web mapping applications, virtual open houses, story mapping, field data collection, and collecting public input.

## Interactive Mapping

Kittelson has developed online interactive maps for several clients to share planning information with the public. These maps have been used to allow citizens to easily see which projects in a long-range plan will impact their neighborhoods and to collect input on preferred locations for improvements. Our staff is conversant in SQL Server, PostGRES, and other online web mapping services.

## Customization

Kittelson expands "out-of-the-box" GIS capabilities through application development and customization. Our tools range from safety analysis and network screening, through traffic data visualization and transit system performance measurement. Our staff is comfortable in a wide range of programming environments and operating platforms. Our tools range in scale from an embedded analytical function within ArcGIS to stand alone applications with unique input and output options.

## 2. FUNCTIONAL AND PRODUCTIVE WORKING RELATIONSHIPS

Kittelson developed its management and organizational structure in response to the needs of its clients. The day-to-day operational structure promotes and provides direct client communications with the assigned project manager. The Project Manager is responsible for identifying and satisfying the client's needs for staffing and product preparation. Engineering, planning, technical, and administrative service professionals support the project managers in day-to-day project work.

For example, our continued work with ODOT exemplifies our ability to consistently provide quality transportation engineering and planning services to all our valued clients. Kittelson's on-call relationship with the agency began in 1993 under the ODOT Traffic Analysis and Documentation Flexible Services contract and has grown exponentially since that time. We maintain multiple active flexible services contracts in addition to our roster of hundreds of current and past ODOT-funded projects.

In addition to repeat clients, Kittelson frequently works on projects with other consultants as either a prime or a subconsultant with whom we sustain positive, collaborative interaction. These successful partnerships provide Kittelson with the opportunity to work alongside other top professionals in the engineering and planning fields and creatively foster the spread of ideas.

## 5.6 RATES

Below is our billing rate schedule as of January 2023 for Clackamas County, as requested in Section 5.6 of the RFP.

**Clackamas County**  
**On-Call Traffic Engineering Services Rate Schedule**  
*As of January 2023*

Classification	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$277.62
Principal Engineer/Planner	\$237.28
Associate Engineer/Planner	\$210.35
Senior Engineer/Planner	\$174.58
Engineer/Planner	\$140.39
Transportation Analyst	\$116.88
Technician I	\$98.27
Technician II	\$117.13
Senior Technician	\$141.36
Associate Technician	\$170.84
Office Support	\$83.11
Data Analyst / Software Technician	\$138.43
Senior Data Scientist/Developer	\$204.40

*\*Average classification rates shown above are calculated using Kittelson's audited overhead rate of 208.97% and profit. Actual wage rates will be invoiced with a standard multiplier for all time and materials efforts.*

# 5.7 PROPOSAL CERTIFICATION

## PROPOSAL CERTIFICATION RFP #2022-110

Submitted by: Kittelson & Associates, 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:

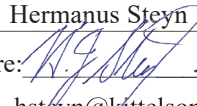
**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned’s knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means the tax laws of the state or a political 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: Hermanus Steyn Date: 1/18/2023  
 Signature:  Title: Senior Principal Engineer  
 Email: hsteyn@kittelson.com Telephone: 503-535-7455  
 Oregon Business Registry Number: 93-0964447 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 PROPOSAL**