



DAN JOHNSON
DIRECTOR

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

June 12, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Kittelson & Associates to develop an update to the Transportation System Plan for unincorporated Clackamas County. Contract Value is \$1,732,401.14 for 18 months. Funding is through the County Road Fund. No County General Funds are involved.

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| Previous Board Action/Review | The previous TSP Update was adopted by the BCC in 2014. | | |
| Performance Clackamas | Build a Strong Infrastructure; Grow a Vibrant Economy | | |
| Counsel Review | Yes | Procurement Review | Yes |
| Contact Person | Jeff Owen | Contact Phone | 971-429-0813 |

EXECUTIVE SUMMARY: The Clackamas County Transportation System Plan (TSP) guides transportation-related decisions, identifies the transportation needs and priorities in unincorporated Clackamas County, reflects all relevant national, state and regional transportation and planning requirements, and provides policies, guidelines and projects to meet transportation needs for residents, businesses and visitors in unincorporated Clackamas County for the next 20 years – through 2045.

Clackamas County adopted its current TSP in January of 2014. Over the past 10 years, important changes have occurred in the requirements for TSP updates as identified in the Oregon Transportation Planning Rule (TPR), in the plans impacting transportation facilities in the county, and in the populations that live and work in the county. In addition, there have been two significant updates to the Metro Regional Transportation Plan (RTP) in 2018 and in 2023 that increased the focus on safety, transportation equity and addressing the impact of climate change.

The TSP Update will be created in coordination with the County's cities, the State of Oregon, area transit providers, and other affected agencies and partners. The project will utilize

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comprehensive public engagement techniques including open houses, workshops, and surveys, and technical and advisory committee meetings to inform the project's development in addressing both urban and rural areas of the county. With the changes to the TPR focusing on how systems planning is conducted within metropolitan areas, this project will acknowledge and address the uniqueness of both urban and rural areas in the county.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on November 21, 2024. Proposals were opened on January 8, 2025. The County received two (2) responses, which were evaluated by a committee of DTD personnel, resulting in a ranking of Kittelson & Associates proposal as the highest. After Notice of Intent to Award was issued, the statement of work and project fees were negotiated and finalized.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners sign this Personal Services Contract #1312 with Kittelson & Associates to develop the Transportation System Plan (TSP) Update.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001312**

This Personal Services Contract (this "Contract") is entered into between Kittelson & Associates ("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 December 31, 2026.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Clackamas County Transportation System Plan (TSP) Update** ("Work"), as described in the negotiated scope in RFP 2024-104, attached hereto as **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Million Six Hundred Twenty-One Thousand One Hundred Fifty-Eight Dollars and Twenty-Seven Cents (\$1,621,158.27)** for accomplishing the non-contingency tasks of this Contract.

A contingency amount of **One Hundred Eleven Thousand Two Hundred Forty-Two Dollars and Eighty-Seven Cents (\$111,242.87)** is available for contingency tasks requested by County. This amount is for as requested services and the exact amount of Work that County may require, if any, is unknown. Nothing herein shall be construed as a promise to pay Contractor any amount of the contingency.

The total value of this Contract shall not exceed \$1,732,401.14 for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

- 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: Laura Kitts and Jeff Owen

- 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.**

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| Contractor Administrator: Marc Butorac Phone: 503-535-7419 Email: mbutorac@kittelson.com | County Administrator: Laura Kitts Phone: 503-742-9067 Email: LKitts@clackamas.us |
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

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

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

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 . with the exception of 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.

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| 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, 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, 28, 32, 33, and 34, 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. Termination.** 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:
- 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.
 - Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 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.
 - 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. Reserved.**
- 29. Reserved.**
- 30. 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.

31. Reserved.

32. Reserved.

33. Reserved.

34. **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

Clackamas County

Marc Butorac

Digitally signed by Marc Butorac
DN: C=US,
E=mbutorac@kittelson.com,
O="Kittelson & Associates, Inc.",
CN=Marc Butorac
Date: 2025.05.19 12:20:13-07'00'

Authorized Signature

Date

Chair

Date

Marc Butorac / Vice Preside



Name / Title (Printed)

Name: _____

099459-81

Oregon Business Registry #

DBC/OR

Entity Type / State of Formation

Approved as to Form:

County Counsel

5/19/2025

Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Clackamas County TSP Update

SECTION 3 SCOPE OF WORK

The TSP update shall be developed to meet the requirements of the TPR for both the urban and rural areas, as well as implement the Metro 2023 RTP and Regional Transportation Functional Plan (RTFP).

The TSP update will result in two primary products:

- **A user-friendly online TSP document that can be used to access the full information on Clackamas County's analysis and identification of the county's present and future transportation needs as well as its transportation goals, policies, programs and proposed transportation improvements.**
- **An updated version of Comprehensive Plan Chapter 5 – Transportation System Plan that incorporates any changes required for compliance with the TPR and the Metro 2023 RTP. The updated TSP materials must be formatted in a manner consistent with other sections of the Comprehensive Plan and should not require significant changes in the formatting of the Comprehensive Plan.**

The TSP update must include, but is not limited to:

- **Executive summary that serves as a stand-alone summary of the most important aspects of the TSP.**
- **Vision, Goals, Objectives and Policies.**
- **Existing and Future Conditions.**
- **Support interagency coordination around transportation projects.**
- **Review and update performance measures and standards to identify transportation needs, gaps, and deficiencies for all modes of travel, transportation options, transportation demand management (TDM) and transportation system management and operations (TSMO).**
- **Review and update inventories of the planned transportation system and transportation needs of bicycle, pedestrian, transit, motor vehicle, freight, and transportation system management and operation networks.**
- **Review Functional Classifications and the corresponding cross-section figures for the roadway system.**
- **Update plan elements describing the planned system and preferred multimodal solutions with maps, tables, and descriptions of the priority projects.**
- **Development of a Financially Constrained revenue forecast that includes the funding sources the county expects to use to operate, maintain and build out the transportation system and a financially constrained list of priority projects as well as an unconstrained list for the twenty-year time-period; and**
- **Identification of changes that are needed in the Zoning Development Ordinance (ZDO) and other documents that are needed to implement the plan.**

All supporting documentation, including the technical memoranda (TM), will be included as an appendix (TSP Technical Appendix) including, but not limited to:

- **Technical Memoranda.**
- **Alternatives analyses and evaluations.**
- **Title VI and Equitable Engagement Report and documentation.**

- **Comment Log.**

1. TASK 1: PROJECT MANAGEMENT

1.1 Project Oversight

The Consultant Project Manager (CPM) will manage the project and work with the Clackamas County Project Manager (CCPM) and Project Management Team (PMT) to develop a project decision-making process and management structure. This task shall include the development of a detailed project schedule, on-going project management responsibilities and the project team structure necessary to support the project recommendation and decision-making process.

Consultant shall provide the following Project oversight activities as needed:

- **Program services, coordinate, and supervise Consultant staff.**
- **Prepare and monitor Consultant work plans, budgets, and schedule.**
- **Establish and monitor subconsultant contracts.**
- **Prepare, host, and maintain an internal, non-public project management website for the Project (PM Website) using Basecamp or similar web-based tools that include communication, Project roster, schedule, online discussion topics, and deliverables. All final deliverables must be posted to the PM Website for distribution to the PMT.**
- **Maintain the Project file to include computations, assumptions, meeting minutes, working drawings, correspondence, and memoranda.**
- **Establish the PMT based on direction from County.**
- **Coordinate Project document production and quality control measures.**

Assumptions:

- **The project duration will be 24 months.**
- **Many of the project meetings will be conducted as virtual meetings using either Microsoft Teams or Zoom and hosted by the consultant. Some in-person and/or hybrid public meetings are anticipated using either an open house or workshop format.**
- **The in-person public meetings will be conducted at publicly accessible locations that meet ADA requirements and have sufficient internet access for online viewing and participation. In the adoption phase of the project, public hearings will be conducted before the county Planning Commission and the Board of Commissioners using their preferred meeting platform and format.**

1.2 Project Plan and Schedule

At the outset of the project, the Consultant Team will prepare a detailed project plan with a schedule for all tasks, including projected delivery dates for all products, anticipated dates for public involvement activities and projected meeting dates of all related committees, including the PMT. During the project, the CPM will be responsible for maintaining and updating the project plan/schedule, and for submitting progress reports, invoices and all related supporting data for the lead consultant and all subcontractors.

1.3 Team Structures

The major objective of this task is to oversee the TSP update process, schedules and budgets, and to establish lines of communication between the County staff and the Project Consulting team. Throughout the project, the CPM, with the help of the PMT, will manage and coordinate the

project. Under the direction of the CCPM, the CPM will be responsible for leading the consultant team in all aspects of updating the Clackamas County TSP, will work with the CCPM to oversee the TSP update, and will participate in review of the update by county committees, the Planning Commission, and the Board of Commissioners.

Facilitating and Supporting Project Committees

Consultant team will be responsible for facilitating and supporting the activities of three committees, including preparation of agendas, materials, and meeting notes for each meeting, and documentation of any decisions or recommendations, described below. These committees will meet throughout the TSP update process to review information and provide input.

Project Management Team (PMT)

Consultant shall establish a schedule for the PMT to meet to discuss the Project. The PMT will include, but is not limited to, the CPM, CCPM, and other County representatives, as appropriate. Consultant shall arrange and conduct up to 24 PMT meetings throughout the Project to discuss expectations for upcoming deliverables and meetings.

PMT meetings will be virtual and not to exceed 1 hour. Dates and times of scheduled virtual meetings must be determined at the kick-off meeting and included in the refined Project schedule. Consultant shall arrange a standard meeting link and provide dates, times, and access information to the PMT members as needed. Consultant shall provide a written agenda to PMT at least 5 business days prior to the meeting, and draft visuals or slide deck materials at least 2 business days prior to the meeting. Consultant shall submit meeting summary notes within 5 business days after each meeting.

Consultant shall arrange and conduct a virtual Project kick-off meeting not to exceed 2 hours in length within 2 weeks of receiving Notice to Proceed. Specific items to discuss at the Project kick-off meeting include, but are not limited to:

- **Project website.**
- **PMT meeting management, format, and schedule.**
- **Draft Project Schedule.**
- **TSP outline.**
- **Community Engagement Plan.**

Technical Advisory Committee (TAC)

The TAC will consist of staff that represent local, regional and state government stakeholders including Clackamas County, Clackamas County cities, transit systems, Metro, Oregon Department of Transportation (ODOT) and Oregon Department of Land and Community Development (DLCD), and appropriate consultant team members. The TAC will provide a forum for coordination on technical issues including transportation plan methodologies and forecasting. The TAC will also provide input on local, regional and state agency concerns and facilitate coordination with other transportation planning efforts.

Public Advisory Committee (PAC)

The membership of the PAC will be informed by the equity analysis and equitable engagement framework, and will likely consist of interested residents, property/business owners, and persons with limited access to single occupancy vehicles and other county representatives, to advise the staff and consultant team on community concerns and issues and to help develop alternatives.

Consultant, in consultation with PMT, shall prepare a PAC Roster, including contact information, and draft language and materials for invites from the CCPM to participate on the PAC to review Project deliverables and provide guidance. Meetings and meeting materials will

be open to the public, and will be publicized through the project website, social media, and other appropriate media.

Geographic Subarea Area (GSA) Meetings

The PAC will also have representation at the GSA meetings. Each of the five GSAs will have two GSA meetings to 1) review draft TSP vision, goals, objectives, and evaluation criteria and project audits; and 2) to review and comment on proposed projects, policies, and programs prioritization within the GSA.

Partner Agency Meetings

Up to 5 partner agency meetings will be held to facilitate Task 4 and ensure successful interagency coordination and to work through any CFEC compliance topics that arise during the TSP Update.

1.4 Preparation and Distribution of Materials

The consultant team will be responsible for preparing and distributing materials for all committee meetings including agendas, slide presentations, interactive exercises, handout materials and minutes, as well as all GIS mapping used in the planning, review and approval process of the TSP update, all reports, and the draft and final versions of all TSP sections including appendices. All documents will be prepared and edited in formats easily accessible by the county project manager. After review and approval by the county project manager and team, all documents will be dated and converted to .pdf format prior to distribution to other agencies and the public. The consultant team will be responsible for preparing and updating as necessary a master distribution list for all TSP materials. Materials for each committee meeting will be released and posted online 7 days in advance of the meeting. Throughout the TSP process all agendas, handouts, presentations, reports and other meeting materials will be provided to the county in both electronic (both editable and .pdf versions) and printed form.

Task 1: Consultant Deliverables

1.1 Project Oversight

1.1.1 Progress Reports, Budget Reports, and Invoices (up to 24 months)

1.2 Plan and Schedule (Draft/Final/Updates)

1.3 Meetings

1.3.1 PMT Meetings (Up to 24 virtual)

1.3.1 TAC Meetings (Up to 6/Up to 2 in-person)

1.3.2 PAC Meetings (Up to 5/Up to 2 in-person)

1.3.3 GSA Meetings (Up to 10 virtual)

1.3.4 Partner Agency Meetings (Up to 5 virtual)

1.4 Preparation and Distribution of Materials

2. TASK 2: PUBLIC ENGAGEMENT PROGRAM

2.1 Public Engagement Program

The essential outcome of the Public Engagement Program is to inform the public about the project, provide opportunities to be involved and give input, actively listen and document feedback and input, and show how the public engagement was a part of the process. While it is expected that the Public Engagement Program developed by the consulting team will include some of the typical public involvement activities, we are also open to creative ideas on how to engage with all members of the community.

Prior to the start of the TSP update project, the County will complete the required Equity Analysis and develop an Equitable Engagement Plan that includes recommendations on the implementation of equitable engagement during the TSP update. The consultant shall integrate these elements into the Public Engagement Program.

Working with county community relations staff, the consultant team will develop and implement a comprehensive Public Engagement program. The county expects proposals to include a clearly defined strategy for community engagement using several public involvement options. Both face-to-face and online engagement through a website, social media and other appropriate methods should be used to engage the public and secure input on the transportation issues within the unincorporated subareas, as well as on broader county-wide needs.

The Public Engagement Program should be designed to inform, secure input and build consensus to ensure the selected transportation system improvements effectively meet the Clackamas County transportation vision and goals, and the expectations of local, regional and state agencies, tribal governments, businesses and community members. Due to the size of the unincorporated area, the public engagement program will divide the unincorporated area into 5 geographic subareas.

Using input from the Equitable Engagement Plan prepared by County staff, the TSP Public Engagement Plan shall detail goals and strategies to involve the community throughout the Project, centering the voices of underserved populations consistent with OAR 660-012-0130. Since this will be a major TSP update that addresses both the urban and the rural areas, the program shall include strategies to inform underserved populations about choices being made in the planning process, provide meaningful opportunity to inform the process and provide an equitable decision-making role in the process to the extent possible, as well as engagement in the rural areas of the county. Community engagement strategies may include interviews, working groups, public open houses/workshops, online engagement, project articles, factsheets, and other means to engage the public throughout the process, including translation services.

The consultant shall use the Metro 2023 RTP public engagement and Title VI non-discrimination checklist to inform the Public Engagement Program and include the checklist document in the Public Engagement summary at the end of the project.

2.2 Project Website

A website will be a primary on-going method for information and engagement about the TSP update. The Consultant shall provide content for a public-facing Project Website throughout the Project. The County shall create and maintain the Project Website including, but not limited to development, registration, hosting, gathering, and monitoring of content, and controls. Project Website must be fully functioning and accessible after the Project Kick-Off Meeting and remain fully functioning and accessible for a minimum of 6 months following Project completion.

Project Website must include, at a minimum:

- **Project deliverables: Technical Memoranda and all maps and graphics in PDF or JPG format, as well as GIS files used to create the maps.**
- **Embedded translation tool.**
- **Method to sign up for a project notification list.**
- **Meeting information including times, locations, agendas, summaries, and materials.**

Project Website must be updated before and after meetings and at the end of each Task. Any interactive features used for community engagement must not require user registration.

2.3 Periodic Opportunities for Interaction with the Public

The county has had success in building public engagement with short, user-friendly online surveys, storyboards and other interactive activities that appear periodically on the website to allow the public to learn about the project and provide input on important issues. Opportunities to provide input should occur at regular intervals through the course of the project, as agreed upon by the consultant and county team members, with rapid reports on the input provided to the PMT and the public.

2.4 Public Engagement Materials

The consultant team will have primary responsibility for the development of public engagement materials but will not distribute any materials until approved by the county project manager and the Project Management Team. Materials to be developed and provided should include:

- **Contact Lists:** The consultant team will be expected to build, maintain, and expand a list of interested parties/key communicators/groups to keep informed about the project and to request input at key points. This list could be organized around the 5 county geographic subareas (GSAs) noted above.
- **Messaging Materials:** Plain-language content that can be used to provide information to the public using a variety of tools including the website, social media, news releases, county and community newsletters, etc.
- **Input Materials:** Slides/videos/storyboards that can be used to inform and gather input from the community and business groups through online or in-person presentations.
- **MetroQuest Surveys:** Periodic opportunities for public education and input using the county's contract with the MetroQuest online engagement platform to inform project tasks. Proposers should describe in their proposal their experience using MetroQuest and how they believe it can be used in the update of the county TSP.

The consultant team will be responsible for preparing all products of the public engagement process under the direction of the CCPM and DTD Community Relations Specialist, and the PMT. The County Department of Transportation and Development (DTD) Community Relations Specialist and the CCPM will serve as the first points of contact for the public and news media throughout the TSP update process.

2.5 Community Profile, Major Equity Analysis and Title VI Report

To inform the Public Engagement Program, the County will have prepared an Equitable Engagement Plan that includes a Community Profile and Major Equity Analysis. This information shall be used by the Consultant to develop a Report on Equitable Outcomes and a Title VI Report.

To inform the development of the Title VI and Equitable Outcomes Report, to be completed at the close of the Project, the consultant shall provide a summary of engagement activities, engagement of underserved populations, and analysis of feedback received and its relationship to equitable outcomes that occurred during the Project.

Title VI and Equitable Outcomes Report shall include:

- **Summary of all engagement activities conducted as part of the Project including committee meetings, public meetings and open houses, small group meetings or briefings, partner databases or email lists, comment log summaries covering key issues, public notices for engagement activities and project webpage analytics.**

- Summary of how members of underserved populations were engaged and responded to as part of the Project in the development of community outcomes or performance measures.
- Analysis of qualitative and quantitative information collected as part of the Project, including lived experience, from the community on how the proposed change benefits or burdens underserved populations.
- Summary of key transportation improvements needed to achieve an equitable transportation system and summary of unresolved issues.
- Review of transportation performance measures, including those required in OAR 660-012-0905, for progress toward key community outcomes.
- Summary of how preferred transportation solutions identified as part of the Project work toward key community outcomes.
- Summary of strategies implemented over the course of the Project and identified solutions to achieve equitable outcomes or minimize negative consequences.
- Summary of how the Project considered current and historic transportation investments within the planning area that have impacted historically underserved populations.
- Analysis of the changes and transportation solutions identified in the Project that may impact underserved populations and that may align with desired key community outcomes and performance measures under OAR 660-012-0905.
- Completed Metro 2023 RTP Public Engagement and Title VI non-discrimination checklist.

Task 2: Consultant Deliverables

- 2.1 Draft and Final Public Engagement Memo
- 2.2 Project Website
 - 2.2.1 Virtual Open Houses (VOH) (Up to 3)
 - 2.2.2 MetroQuest Community Engagement (Up to 3 rounds)
- 2.3 Periodic Opportunities for Public Interaction
 - 2.3.1 GSA In-person Workshops (up to 5)
 - 2.3.2 TSP Briefings (up to 10)
 - 2.3.3 CEL Engagement Meetings (up to 20)
- 2.4 Public Engagement Materials
 - 2.4.1 Contact Lists
 - 2.4.2 Messaging Materials
 - 2.4.3 Input Materials
- 2.5 Draft and Final Community Profile Memo
- 2.6 Draft and Final Major Equity Analysis Memo
- 2.7 Draft and Final Title VI Report
- 2.8 Draft and Final Public Engagement Summary associated with CFEC Enhanced Review Memo

3. TASK 3: POLICY AND PLANNING FRAMEWORK

Consultant shall assess existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of an updated TSP and develop for the updated TSP a vision and goals, and evaluation criteria for use later in setting policy, selecting preferred alternatives, project prioritization and decision-making. Consultant shall utilize template materials as provided on the ODOT TSP Guidelines website and Metro Local TSP Resources webpage as applicable.

In addition, the Policy and Planning Framework shall include specific direction on:

- **The relationship of the county TSP to the Oregon Transportation Plan (OTP) and its modal and topical plans, the TPR and the Metro 2023 RTP and its modal and topical plans and strategies, including the Climate Smart Strategy.**
- **How new regulations within the TPR will impact the project and how the urban and rural areas will be treated uniquely.**
- **How the changes to the Metro 2023 RTP will be addressed.**
- **Summary and direction on how to integrate regional, Clackamas County, and city transportation planning work that has been completed since the last TSP update or is currently underway.**
- **Identification and guidance on emerging issues, further described below, and how they should be addressed within the context of the TSP update.**

3.1 Background Information

The County shall and ODOT will provide the most current version of the existing plans, policies, standards, rules, regulations, and other documents pertinent to the updated TSP in electronic format, as available. Consultant shall review and address relevant background information identified in the State and Local Plan Review Checklists in ODOT's TSP Guidelines and Metro 2023 RTP guidance and tools, including the Metro RTFP Checklist, the Metro High-Capacity Transit Checklist, and the Metro interim TDM/TSMO System Completion Guidance.

3.2 Transportation Planning Rule (TPR)

The consulting team shall develop a technical memo that outlines the approach to addressing the TPR requirements throughout the TSP Update project. The memo will be used to share with the PAC and the public how the various steps of the TSP Update project move the County toward compliance with the TPR. This memo shall also address how the project will address the TPR requirements in both urban and rural areas.

There are some elements required by the TPR that have been or will be completed by other projects. The consulting staff will meet with County staff to discuss the overall approach. Examples of how some of the TPR requirements have been or will be addressed in other projects include:

- **Prior to the initiation of the TSP update, the county will complete the Equity Analysis required by 660-012-0135, as well as have direction on how to integrate underserved populations into the project engagement and decision-making processes. The consultant team shall integrate these recommendations into to Community Engagement Plan.**
- **The Clackamas Travel Options Action plan will be underway which will address OAR 0660-012-0145.**
- **In a concurrent project, the ZDO is being reviewed for alignment with state guidance related to land use items. Coordination will be required to ensure that the requirements of OAR 660-012-330 will be met.**
- **Overview of the guidance provided in TPR Sections 660-012-0155 through 0180 (Prioritization Framework and, Reduced VMT, Unconstrained Project List and Financially Constrained Project List) and identify specific considerations that will influence the Performance Standards and Evaluation Criteria developed in Task 6 and well as the Prioritization process in Task 10. In addition, the memo should address how VMT per capita will be measured and assessed to demonstrate compliance with Section 660-012-0160.**

- **Summarize the remaining 2013 TSP Tier 1, 2, and 3 projects (~300+) and new identified projects (~50+) through transportation planning efforts since 2013 (e.g., Damascus Mobility Plan) to prepare the Baseline TSP Planned Project List.**
- **Conduct a CFEC Enhanced-Review Audit of the Baseline TSP Planned Project List to ensure proper compliance with new TPR rules. The CFEC Enhanced-Review Audit will be included in the TPR Requirements Memorandum.**
- **The Clackamas Walk Bike Plan projects address the requirements of OAR 660-012-500 through 660-012-0620.**
- **The transit policies in Chapter 5: Transportation of the Comprehensive Plan, the Transit Development Plan and the TriMet Forward Together 1.0 & 2.0 will serve as the transit elements required by OAR 660-012-0700 through 660-120-0720.**
- **Identification of types of projects that would require an OAR 660-012-0830 analysis and if any projects within the existing TSP would trigger this type of work. The memo should also include information on the additional steps that will be needed if future projects trigger the enhanced review required by OAR 660-012-0830.**

3.3 Metro 2023 Regional Transportation Plan (Metro 2023 RTP)

In November of 2023 Metro Council adopted the Metro 2023 RTP. A next step will be for the Metro RTP to be revised to reflect new and updated policies that local jurisdictions will need to follow to be in compliance with the Metro 2023 RTP. Since this will be underway at the same time as the TSP update, it will be important that it is clear what elements of the TSP update will be important to align with the Metro 2023 RTP especially around the mobility policy that will be used to measure how the transportation system functions. Other new and updated Metro 2023 RTP policies since the last TSP update in 2013 include: safety, transportation equity, climate action and resilience, pricing, transit, freight, emerging technology, transportation demand management and transportation system management and operations.

The consulting team shall prepare a memo identifying the key issues of the Metro 2023 RTP that will have an impact on the TSP update and how they will be addressed throughout the project. This should include information about how the requirements for mobility performance targets and thresholds are required to be used for system planning including: VMT per capita for home-based trips, system completeness for all travel modes, and travel speed reliability on the throughways.

3.4 Local Plan Summaries - Completed or Underway

Between the adoption of the current TSP in 2013 and this update process there are several special planning studies that have been completed or are underway. Examples of the plans and policy documents that should be summarized include the following:

- **Drive to Zero Transportation Safety Action Plan (TSAP) Update**
- **Transit Development Plan (TDP)**
- **Walk-Bike Clackamas Plan**
- **Intelligent Transportation System (ITS) Plan**
- **Damascus Mobility Plan**
- **Sunrise Corridor Community Visioning Project**
- **Clackamas to Columbia (C2C) Corridor Plan**
- **Travel Options Action Plan**

- **Bridge and Culvert priority projects**

3.5 Emerging Issues

The Consulting team shall prepare a technical memorandum that addresses several emerging issues that will be important to consider during the TSP update project. As a part of the Emerging Issues memo, the Consultant team shall describe the issue and the approach to addressing the item during the TSP update project. Below is a list of issues to be addressed as emerging issues.

- **Integration of the Safe System Approach into the TSP: Beyond the actions needed to integrate the Transportation Safety Action Plan (TSAP) into the TSP, identify if there are additional items that should be considered to fully integrate the Safe Systems Approach into the TSP.**
- **Resiliency of our transportation system: Address outcomes of the current Regional Emergency Transportation Routes (ETR) Phase 2.0 project, the Climate Action Plan Report, recent Disaster Management planning projects and integrating actions needed to support the transition to electric vehicles. This includes approaches to GHG reduction and what needs to be done to comply with state rules to demonstrate a reduction in GHG emissions in the urban areas and transportation electrification.**
- **Future Tolling projects: Address how future tolling projects will be reflected within the Clackamas County TSP and what actions are needed to address their impacts.**
- **Review of specific standards and guidance: Each of the following items will need to be reviewed and an approach developed to how these items will be addressed during the update of the TSP including:**
 - **ZDO Section 1007**
 - **Roadway functional classification**
 - **Implementing cross-sections**
 - **Application of cross-sections on ODOT facilities**
 - **Overview of approach to concurrency standards**
 - **Potential Fee In Lieu of construction program (FILO)**
 - **Integration of off-site sidewalk improvements during development review.**

Task 3: Consultant Deliverables

3.1 Background Information

3.2 Draft and Final Transportation Planning Rule (TPR) Memo

3.2.1 Baseline TSP Planned Project List and Enhance Review Audit Appendices

3.3 Draft and Final Metro 2023 Regional Transportation Plan Memo

3.4 Draft and Final Local Plan Summaries (Completed or Underway) Memo

3.5 Draft and Final Emerging Issues Memo

4. TASK 4: INTERAGENCY COORDINATION

The purpose of this Task is to ensure that coordination occurs between agencies and that projects of regional significance are appropriately included on the Regional Capital Project list. The two primary elements of this task are Jurisdictional Coordination and ODOT/Other Agency Project Coordination. The coordination should also include coordination with tribal governments, Metro, and transit providers.

4.1 Jurisdictional Coordination

Coordination with the cities within Clackamas County is essential for several reasons. First, there are county-maintained roads within local city limits. Often cities will have identified future projects on these facilities that are appropriate when urbanization occurs. Secondly, some cities have identified transportation projects on their city TSPs that are outside of their city limits. It will be important to have a discussion on how these projects should be represented in the county TSP. Finally, there are some transportation system projects located within city limits that may be impacted by travel patterns outside of their cities.

Meeting with local jurisdictional partners should include a process for projects located within concept planning areas, projects on county-maintained facilities within city limits and other projects that cities have identified as needed outside of their city limits within unincorporated Clackamas County. A memo shall be developed to identify an approach to how the issues will be addressed during the TSP update project. In addition, there should be meetings with tribal governments and Metro to ensure project coordination.

4.2 ODOT and Regional project coordination

Coordination with ODOT regarding projects identified on ODOT facilities is essential. The current TSP Table 5-3D - Regional Capital Projects will need to be updated to incorporate the appropriate projects located in unincorporated Clackamas County that are not on County maintained facilities.

Coordination meetings shall be held with ODOT staff to cover topics such as review of existing project lists, input into future conditions, and compliance with TPR requirements as they relate to ODOT facilities. The consultant team will be responsible for cataloging comments and recommendations provided by the reviewing agencies and governments.

As a part of the development of the Regional Project List, meetings with transit providers should be held to discuss potential projects that should be included in the TSP review.

Task 4: Consultant Deliverables

4.1 Draft/Final Jurisdictional Coordination Memo

4.2 Draft and Final ODOT and Regional Project Coordination

4.2.1 Draft and Final Intergovernmental Coordination Process Memo

5. TASK 5: FINANCIAL FORECAST AND COST ESTIMATING PROCESS

The Task will set the foundation for compliance with TPR Section 660-012-0040 (Transportation Financing Program) as well as become the starting place for the actions required by TPR Sections 660- 012-0155 through 0180 (Prioritization Framework and Reduced VMT, Unconstrained Project List and Financially Constrained Project List).

The financial plan for the updated TSP will be based on a long-range forecast of revenues and expenses that will be developed by the County and provided to the consultant team. The forecast will include all local, regional and state revenue sources and a detailed analysis of expenses including maintenance and operations expenses. This will be a financial plan for the expenditure on County facilities.

The financial plan will include current and historical (most recent 5–10-year period) revenue sources that have funded the maintenance and improvement of the transportation system and historical expenditures that have supported the transportation system. The forecast will conform to the requirements of the TPR (OAR 660-012-0115). The consultant staff will prepare a draft process for parametric estimating the cost of road improvement projects. This process will be reviewed by staff before it is used during Project Prioritization task.

Task 5: Consultant Deliverables

5.1 Review of the detailed financial plan from 2025 to 2045

5.2 Draft and Final Project Cost Estimation Process

6. TASK 6: VISION, GOALS, OBJECTIVES, PERFORMANCE STANDARDS AND EVALUATION CRITERIA

6.1 Vision, Goals and Objectives

Building on the information gathered in Task 3: Policy and Planning Framework, as well as any activities within the Community Engagement Plan, the consultant shall draft an updated Vision and Goals.

Ultimately, the vision and goals must be structured in a way that informs relevant, strategic, actionable policies in support of Statewide Planning Goal 12, “to provide and encourage a safe, convenient, and economical transportation system.”

6.2 Performance Standards and Measures

System performance measures and standards are central to identifying the gaps and deficiencies in the transportation systems, as well as for guiding transportation system investments during the development process. Performance standards will be an important tool for determining if the transportation system will function in a manner consistent with county policies.

The existing measures included in Comprehensive Plan Chapter 5 - 5.S System Performance Policies and other policies within the TSP that indicate modal deficiencies shall be summarized. The system performance measures from the Metro Mobility Policy and the TPR will need to be addressed. If performance standards have been identified within various modal plans, such as the Walk Bike Clackamas Plan or the TSAP, these standards and measures should be incorporated. Finally, the system performance measures should be reviewed through the Safe Systems Approach lens to make sure safety is adequately integrated into the system performance measures.

A technical memo shall be developed that addresses above information and how it will be used within the process to identify gaps and deficiencies in the roadway system, summarize the process used to identify gaps and deficiencies for other modes during their most recent planning processes, address any additional measures recommended or required to be used and finally, identify draft changes to the System Performance Policies within the TSP.

As a part of this Task, the consultant will facilitate discussions with staff regarding how the system performance measures are used within the context of the development process. This will include a review of ZDO Section 1007.07 Transportation Facilities Concurrency, how it implements the performance standards in the TSP and the Traffic Impact Study requirements in the Roadway Standard document.

6.3 Evaluation Criteria

The TSP Vision, Goals and Objectives will be used to guide the evaluation criteria assessment that informs the project prioritization. In addition, input from the Task 3.1 Technical Memo summarizing TPR guidance on project prioritization will also shape the evaluation criteria. Consultant will develop a draft set of outcome-based transportation evaluation criteria to address the larger transportation system issues arising from the TSP Vision, Goals and Objectives

developed in Task 6.1 and 6.2. The consultant will outline a methodology and data requirements of using each outcome-based evaluation criteria.

Task 6: Consultant Deliverables

6.1 Draft and Final Vision, Goals, and Objectives Memo

6.2 Performance Standards and Measures

- Facilitation of work group meetings with County staff for performance measures
- Draft and Final Comprehensive Plan Section 5S: Motor Vehicle Capacity Standards Update Memo
- Draft and Final ZD0 Section 1007.07 Recommended Changes Memo

6.3 Draft and Final Evaluation Criteria Memo

7. TASK 7: ANALYSIS METHODS AND ASSUMPTIONS

With input from the TAC, the Consultant shall develop a technical memorandum outlining the analysis methods and assumptions. The memo must describe analytical procedures that will be used to evaluate existing conditions, future conditions, and alternatives analysis. This proposal shall include the estimated number of intersections that will be analyzed, as well as other types of real time data that can be accessed via RITIS or other sources.

The technical memo for this task shall address how the Safe Systems Approach will be integrated into the analysis methods and assumptions. In addition, it should address if there are specific aspects of how technology could impact future travel and how that is integrated into the assumptions.

Consultant shall provide an overview summary of the methodologies and assumptions for the current and future conditions and solutions for the following:

- **Crash analysis for all modes with a focus on fatal and serious injury crashes and local and regional high injury corridors.**
- **System completion analysis for all modes of travel.**
- **Vehicular analysis, including transit and freight reliability and freight access to industrial areas.**
- **Household-based VMT per capita computations.**
- **List of performance standards and respective calculation methodologies to be used in the TSP.**
- **Regional travel model versions/assumptions.**
- **Applicable traffic mobility targets for State and local facilities; and**
- **Multimodal analysis, including Level of Traffic Stress (LTS) from the Walk Bike Clackamas Plan.**

In addition, Consultant shall summarize data and analytical methods required to evaluate greenhouse gas reduction, performance measures and targets as defined in OAR 660-012-0900 through OAR 660-012-0910, as well as any requirements from the Metro 2023 RTP. Consultant shall coordinate with County staff, ODOT Climate Office and Metro staff on this task.

Consultant shall coordinate with County staff, ODOT representatives and Metro to determine reasonable growth assumptions for future traffic conditions and document the operational County standards for transportation facilities. The draft technical memorandum shall be reviewed and approved before the existing conditions and needs analysis is conducted.

Task 7: Consultant Deliverables

7.1 Draft and Final Metro Model Update Request Memo

7.2 Draft and Final Analysis Methods and Assumptions Memo

8. TASK 8: EXISTING CONDITIONS AND NEEDS ANALYSIS

The TSP will include an analysis of existing conditions for all transportation systems, including bridge and culvert information, within the county including roads, transit, bike, pedestrian, and freight facilities. For each of the five transportation modes the analysis should describe how the performance standards identified in Task 6 were used to quantify the existing gaps or deficiencies in the system. Conduct operational analysis for up to 125 intersections (including new weekday p.m. peak hour counts, but not a.m. peak hour counts or analyses). The safety analysis will largely rely upon the TSAP update being prepared by B&N.

For the Pedestrian and Bikeway systems the consultant shall use the existing conditions and project identification information that was developed as a part of the Walk Bike Clackamas Plan. For the Public Transportation System Planning, the most recent TriMet Forward Together service plan and the Transit Development Plan (TDP) shall be used.

Consultant deliverables for Task 8 will be an existing condition report that includes each model of the system and describes the extent to which it meets the performance standards identified during Task 7. The analysis and mapping shall be prepared and presented in a way that can be used by the various areas of the County. The Existing Conditions Report should address how the requirements OAR 660-012-0800- 810 were addressed during this task.

Task 8: Consultant Deliverables

- 8.1 Draft and Final Existing Conditions Memo
- 8.2 Existing Conditions GIS Files

9. TASK 9: FUTURE CONDITIONS AND PROJECT IDENTIFICATION

9.1 Future Deficiencies and Needs

As a part of the Future Conditions analysis, the consultant shall use the performance standards decided upon in Task 6 and the Analysis Methods from Task 7 to identify future travel demand, facility needs and deficiencies and locations where the performance standard have not been met. This analysis should also document the needs of underserved populations, including youth, people with disabilities, people of color and people with low incomes per the requirements of the TPR and RTFP.

9.2 Proposed Solutions

The consultant shall prepare proposed solutions for the identified needs. A list of the draft future transportation improvement projects for all modes will be developed, for both the County and the ODOT systems. Included in this list will be projects in the adopted 2013 TSP that have not begun the project development process, projects identified in adopted/approved plans prepared since 2013, projects suggested by the public through the Public Engagement process and tribal consultation and projects identified by the consultant team and TAC.

9.3 Household-based VMT per Capita assessment for Urban Area

During this Task, the consultant shall also calculate the No-Build Horizon Year household-based light vehicle VMT per capita consistent with the definition in OAR 660-012-0005(64) and in OAR 660-012- 0160. Consultant shall document all underlying modeling assumptions used, so that VMT per capita can be calculated and compared for the Horizon Year No-Build and financially constrained investment scenarios, if required per OAR 660-012-0160. The VMT per Capita calculations are needed only for the urban area of the county.

Task 9: Consultant Deliverables

- 9.1 Draft and Final Future Conditions No-Build Memo
- 9.2 Draft and Final Future Conditions Build (with Baseline Projects) Memo
- 9.3 Draft and Final Alternative Development and Analysis Memo
- 9.4 Household-based VMT per Capita assessment for Urban Area
- 9.5 Future Conditions GIS

10. TASK 10: PRIORITIZING SOLUTIONS

In this task, the full list of up to 350 possible projects developed in Task 9 will be prioritized based on Evaluation Criteria Framework created in Task 6. Based on the financial plan and conceptual construction costs from Task 5, the projects should be divided into each of the priority groups:

- **Tier 1: Priority 20-Year Capital Projects:**
 - **High priority projects with potential funding sources.**
- **Tier 2: Preferred Capital Projects:**
 - **Other projects needed to meet population, housing and employment projections without identified funding sources.**
- **Tier 3: Long-Term Capital Project Needs:**
 - **Beneficial projects if funds were available.**

The maximum total cost of projects that can be included in Tier 1: Priority 20-Year Capital Projects shall be no more than 125% of the total anticipated funds available and will be considered the constrained project list. The projects on ODOT facilities shall be prioritized by categorizing into high, medium and low priority on a separate list, the Regional Capital Project list.

The first draft of the project lists and cost estimates will be submitted to Clackamas County Transportation and Development engineering staff for review and comments. The proposed project list will also be organized using tables and maps into a list for each of the county sub-areas. The project lists shall be reviewed as outlined in the Public Engagement Plan and should include small interdisciplinary teams from each sub-areas of the county as a part of the review.

Task 10: Consultant Deliverables

- 10.1 Draft and Final Prioritized Project List (for Tier 1, Tier 2, and Tier 3) County-wide and by GAP Memo
- 10.2 Draft and Final Conceptual cost estimates Memo for up to 350 projects
- 10.3 Prioritized project lists for each Geographic Area Project (GAP) group
- 10.4 GIS Maps for each GAP (county sub-areas)
- 10.5 Future greenhouse gas emissions targets (if needed)
- 10.6 CFEC Enhanced Review for up to 10 projects
- 10.7 Implementation of the Public Engagement Plan for the draft prioritized project list.

11. TASK 11: RECOMMENDATION OF PRIORITIZED PROJECT LISTS FOR ALL SUBAREAS

Following the public input on the draft prioritized project lists, the PMT, the PAC, and the TAC should be given all the prioritized project lists and recommendations for a single prioritized project list based on the input.

Task 11: Consultant Deliverables

- 11.1 Draft and Final Preferred Solutions and Prioritize Project List Memo
- 11.2 Presentation of the Preferred solutions to committees (covered in Task 1.3)

12. TASK 12: PROGRAMS AND OTHER POLICY RECOMMENDATIONS

A Technical Memo shall be developed that includes Program and Policy Solutions for the issues identified in the Task 3 Technical Memorandum. This shall include, but not be limited to:

- **Recommendations for compliance with OAR 660-012-330.**
- **Updated Functional Classification and Roadway Cross-sections.**
- **Policy language to address emerging issues and issues identified during jurisdictional coordination and Emerging Issues memos developed in Task 3.5.**
- **Review and recommendation for changes needed to ZDO Section 1007: Roads and Connectivity.**

Task 12: Consultant Deliverables

12.1 Draft and Final Programs and Policy Recommendations Memo

12.2 Draft and Final Proposed ZDO Section 1007: Roads and Connectivity Memo

13. TASK 13: DRAFT TRANSPORTATION SYSTEM PLAN

The draft TSP products shall include:

- **A site map, navigational wireframe, written and graphical content, and alt text for all images, maps, and graphics needed to build a website. The consultant will provide instructions that will allow Clackamas County's in-house webmaster to build the site on the County's web platform. The end result will be a user-friendly online TSP document that can be used to access the full information on Clackamas County's analysis and identification of the county's present and future transportation needs as well as its transportation goals, policies, programs and proposed transportation improvements. The County webmaster will ensure that the site is designed to be ADA accessible, developed with best practice standards and guidelines in mind such as: Web Content Accessibility Guidelines (WCAG) 2.1 AA; Section 508 of the U.S. Rehabilitation Act of 1973; and the Plain Language Act of 2010.**
- **An updated version of Comprehensive Plan Chapter 5 – Transportation System Plan that incorporated any changes required for compliance with the TPR and the Metro 2023 RTP. The updated TSP materials must be formatted in a manner consistent with other sections of the Comprehensive Plan.**

The draft TSP documents shall be provided to the CCPM, PMT, TAC, and PAC for review. Proposed changes to the existing Chapter 5 of the Comprehensive Plan should be in an underline/strike-through format so that the proposed changes are obvious to users. Following incorporation of changes, the consultant team shall develop the draft final Transportation System Plan.

In addition, the consultant team shall prepare a technical memo describing how the draft TSP complies with the TPR and the Metro RTFP.

Task 13: Consultant Deliverables

13.1 Draft Transportation System Plan products

- a. Storyboard meeting of online TSP wireframe with County staff
 - b. Draft and Final Draft Online TSP Wireframe
 - c. Draft and Final Draft TSP Document
- Annotated Outline

- d. Draft and Final Draft TSP Document (electronic only)
- 132 Draft Comprehensive Plan Chapter 5: Transportation System Plan
 - a. Storyboard meeting of Comprehensive Plan Chapter 5: Transportation System Plan format and annotated outline with County staff
 - b. Draft and Final Draft of Comprehensive Plan Chapter 5: Transportation System Plan (electronic only)
- 133 Draft and Final TSP Compliance with the TPR and Metro RTFP Memo

14. TASK 14: FINAL TRANSPORTATION SYSTEM PLAN, PUBLIC HEARINGS AND ADOPTION

In this task the final steps of the process to review and adopt the updated TSP will be completed. Clackamas County staff will be the lead at Planning Commission and Board of County Commissioner public hearings.

The consultant team will be responsible for assistance with the preparation of materials, handouts, exhibits and presentations for use by county staff during the adoption process.

The consultant team will develop a site for online TSP content to support the County website. This work will include an outline, site map of structure and navigation, Figma prototype, and content including alternative text, graphics, and editing. The consultant team will also provide up to 10 hours of support as the County transitions content to their own platforms.

Task 14: Consultant Deliverables

- 14.1 Draft and Final Presentation Materials (7 Display Boards and one PowerPoint slide deck with up to 30 slides) for Planning and Commission and the Board of Commissioners
- 14.2 Final electronic TSP document and appendices
- 14.3 Final online web narrative and graphics for County use
- 14.4 Final online website content development

15. Contingency Tasks

The consultant team will provide up to three CFEC compliance memorandums addressing -0830 compliance for projects beyond those quantified in the non-contingency scope.

The consultant team will provide up to five additional virtual project coordination meetings, with the PMT or other meeting groups as appropriate. Meetings will be virtual and not to exceed 1 hour. Consultant shall provide a written agenda to PMT at least 5 business days prior to the meeting, and draft visuals or slide deck materials at least 2 business days prior to the meeting. Consultant shall submit meeting summary notes within 5 business days after each meeting.

The consultant team will provide up to three additional project evaluation and cost estimate packages of up to fifteen additional projects each (ex. a total of 45 projects across 3 memoranda).

Task 15: Consultant Deliverables

- 15.1 Up to 3 \$15,000 CFEC Compliance Memorandums
- 15.2 Up to 5 Additional Virtual Project Coordination Meetings
- 15.3 Up to 3 Project Evaluation and Cost Estimate Packages of up to 15 Additional Projects

EXHIBIT B
BUDGET

Effort by Task by Firm

| Task | | % of Overall Project Resources | Estimated Budget | Percent of Resources by Task By Firm | | |
|-------------------------------------|--|--------------------------------|------------------|--------------------------------------|-------|-------|
| | | | | Kittelson | JLA | B&N |
| 1 | Project Management | 19% | \$323,894.94 | 66% | 15% | 12% |
| 2 | Public Engagement Program | 29% | \$499,730.73 | 27% | 40% | 0% |
| 3 | Policy and Planning Framework | 7% | \$125,996.34 | 96% | 0% | 4% |
| 4 | Interagency Coordination | 1% | \$12,818.57 | 100% | 0% | 0% |
| 5 | Financial Forecast and Cost Estimating Process | 2% | \$28,870.02 | 19% | 0% | 81% |
| 6 | Vision, Goals, Objectives, Performance Standards and Evaluation Criteria | 4% | \$73,854.58 | 63% | 0% | 37% |
| 7 | Analysis Methods and Assumptions | 3% | \$43,397.56 | 87% | 0% | 13% |
| 8 | Existing Conditions and Project Identification | 5% | \$93,827.41 | 88% | 0% | 12% |
| 9 | Future Conditions and Project Identification | 4% | \$73,672.95 | 93% | 0% | 7% |
| 10 | Prioritization Solutions | 9% | \$157,846.70 | 46% | 0% | 54% |
| 11 | Recommendation of Project Lists for All Subareas | 1% | \$13,856.91 | 87% | 0% | 13% |
| 12 | Programs and Policy Recommendations | 2% | \$32,293.13 | 71% | 0% | 29% |
| 13 | Draft Transportation System Plan | 4% | \$64,479.73 | 86% | 0% | 14% |
| 14 | Final Transportation System Plan, Public Hearings and Adoption | 4% | \$76,618.70 | 94% | 0% | 6% |
| Total Non-Contingency | | 94% | \$1,621,158.27 | 59.0% | 15.2% | 13.9% |
| C | Contingency Tasks | 6% | \$111,242.87 | 88% | 1% | 10% |
| Total Non-Contingency + Contingency | | 100% | \$1,732,401.14 | 60.9% | 14.3% | 13.7% |

Hours by Staff Role

| Firm | Estimated Hours by Staff | |
|-----------|--|-------|
| Kittelson | Senior Principal Engineer (Marc Butorae) | 618 |
| | Senior Principal Engineer (Susan Wright) | 224 |
| | Associate Engineer (Kelly Laustsen) | 323 |
| | Senior Engineer (Krista Purser) | 1,233 |
| | Planner (Russ Doubleday) | 1,374 |
| | Transportation Analyst (Sutapa Banerjee) | 1,148 |
| | Associate Technician (Katie Taylor) | 458 |
| | Senior Engineer (Caleb Cox) | 16 |
| | Senior Technician (Emily Lewis) | 34 |
| | Technician I (Levhin Grospe) | 42 |
| JLA | Senior Data Scientist/Developer (Ian Cameron) | 2 |
| | Senior Associate 1 (Kristen Kibler) | 462 |
| | PI4 (Communications) (Individual) | 202 |
| | PI4 (Graphic Design) | 80 |
| | PI3 (Web) | 91 |
| | PI2 (Individual) | 519 |
| | Admin 4 (Yan) | 24 |
| | PI5 (video) (Bersky) | 72 |
| | Roadway Engineer (Ralph Belloc) | 189 |
| | Bridge Engineer (Will Strehler) | 66 |
| B&N | Traffic & Safety Engineer (Kendra Schenk) | 196 |
| | Transportation Planner (Erin Grushon) | 344 |
| | Job Classification (Individual) | 180 |
| | Job Classification (Individual) | 140 |
| PKS | Senior Project Manager (Ping Khaw) | 175 |
| | Project manager (HK Cheng) | 174 |
| | Admin. support (Duyen Frederiksen) | 113 |
| | Engagement Liaison (Latinx) | 169 |
| | Engagement Liaison (Chinese) | 169 |
| | Engagement Liaison (Slavic) | 169 |
| | Engagement Liaison (Vietnamese) | 169 |
| | Engagement Liaison (Senior, other underserved communities) | |
| | | |
| | | 133 |

Average Rates by Staff Role

| Kittelson | | JLA |
|---|----------|----------|
| Senior Principal Engineer/Planner | \$299.08 | \$245.41 |
| Principal Engineer/Planner | \$259.06 | \$203.81 |
| Associate Engineer/Planner | \$233.06 | \$190.63 |
| Senior Engineer/Planner | \$190.67 | \$168.47 |
| Engineer/Planner | \$153.98 | \$142.07 |
| Transportation Analyst | \$133.72 | \$119.11 |
| Technician I | \$111.32 | \$94.35 |
| Technician II | \$129.14 | \$145.23 |
| Senior Technician | \$154.48 | \$111.76 |
| Associate Technician | \$190.14 | |
| Office Support | \$113.69 | |
| Data Analyst / Software Technician | \$172.59 | |
| Senior Data Scientist/Developer | \$229.17 | |
| PKS | | B&N |
| Senior project manager I | \$225.00 | \$235.00 |
| Senior project manager II | \$185.00 | \$252.00 |
| Project manager | \$155.00 | \$235.00 |
| Engagement liaison | \$135.00 | \$228.00 |
| Admin support | \$100.00 | \$175.00 |
| Facilitator (Independent Contractor) | \$180.00 | \$205.00 |
| Co-Facilitation Translation Services (Independent Contractor) | \$135.00 | \$140.00 |
| Translation Services (Independent Contractor) | \$135.00 | \$147.00 |
| | | \$105.00 |
| | | \$140.00 |

| JLA | B&N |
|---------------------------------|-------------------------------|
| Senior Associate 2 | Sr. Roadway Engineer |
| Senior Associate 1 | Sr. Bridge Engineer |
| Public Involvement Specialist 6 | Sr. Traffic & Safety Engineer |
| Public Involvement Specialist 5 | Sr. Planner |
| Public Involvement Specialist 4 | Roadway Engineer |
| Public Involvement Specialist 3 | Bridge Engineer |
| Public Involvement Specialist 2 | Planner |
| Administration 5 | Entry Level Roadway Engineer |
| Administration 4 | Entry Level Bridge Engineer |
| | Entry Level Planner |
| | GIS Analyst |