



**DAN JOHNSON**  
DIRECTOR

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

April 18, 2024

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

Board of County Commissioners  
Clackamas County

**Approval of a contract with Steer Davies & Gleave Inc. for consultant services to develop Travel Options Action Plan. Total contract value is \$192,995 over 14 months. Funding is through a Metro Regional Travel Options Grant and County Road Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	3/9/2023: BCC authorized DTD to apply for Regional Travel Options (RTO) grant for <i>Travel Options Action Plan</i> at Business meeting. 8/17/2023: BCC approves grant contract with Metro for the Travel Options Action Plan. 04/16/2024: Request for Consent		
<b>Performance Clackamas</b>	Honor, Utilize, Promote and Invest in our Natural Resources. Build a Strong Infrastructure		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Scott Hoelscher	<b>Contact Phone</b>	503-742-4533

**EXECUTIVE SUMMARY:** The Department of Transportation and Development (DTD) has been awarded a Regional Travel Options (RTO) grant from Metro to develop a *Clackamas County Travel Options Action Plan*, which will serve as the travel options section of the County's Transportation System Plan (TSP). Oregon Statewide Planning Goal 12 directs localities to plan for travel options to provide transportation choices for people to access community destinations. The *Clackamas County Travel Options Action Plan* will result in a plan for programming within the county with the goal to provide and make people aware of travel options; reduce greenhouse gas emissions; and improve public health. The grant funds were awarded to procure consultant services to work with staff to develop the *Travel Options Action Plan*. DTD, through the county's procurement process, has procured Steer, Davies and Gleave, Inc. for these services. The attached consultant services contract dictates the terms of this arrangement and the contains the project's scope of work.

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**PROCUREMENT PROCESS:** County received three proposals for *Clackamas County Travel Options Action Plan* project. Proposals were ranked and the top two consultants were interviewed by county staff. Steer, Davies & Gleave was the highest rated firm through this process and was awarded the project.

**RECOMMENDATION:** Staff respectfully requests the BCC sign the attached consultant services contract with Steer, Davies & Gleave, Inc. to develop the *Clackamas County Travel Options Action Plan*.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #9266**

This Personal Services Contract (this “Contract”) is entered into between **Steer Davies & Gleave Inc., dba Steer** (“Contractor” or “Consultant”), 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, 2026**.
2. **Scope of Work.** Contractor shall provide the following personal services: to develop Clackamas County Travel Options Action Plan (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Ninety Two Thousand Nine Hundred Ninety-Five dollars (\$192,995.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee 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: [Scotthoe@clackamas.us](mailto:Scotthoe@clackamas.us) with copy to [Lkitts@clackamas.us](mailto:Lkitts@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: Julia Wean Phone: 617-391-2300 Email: <a href="mailto:Julia.Wean@steergroup.com">Julia.Wean@steergroup.com</a>	County Administrator: Scott Hoelscher Phone: 503-742-4533 Email: <a href="mailto:ScottHoe@clackamas.us">ScottHoe@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 act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including

reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

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

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with industry professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 33 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.** Reserved.
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. CONFIDENTIALITY.** Reserved

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Reserved

**30. KEY PERSONS.** Reserved.

**31. COOPERATIVE CONTRACTING.** Reserved

**32. FEDERAL CONTRACTING REQUIREMENTS.** Reserved

**33. 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.


**SIGNATURE PAGE FOLLOWS**



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

**Steer Davies & Gleave Inc., dba Steer**

Clackamas County

  
\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair    Date

Alasdair Dawson Regional Director  
\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

1482273-90  
\_\_\_\_\_  
Oregon Business Registry #

Approved as to Form

Incorporated Company  
\_\_\_\_\_  
Entity Type / State of Formation

  
\_\_\_\_\_  
County Counsel    Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

**Project Description**

This project will develop the *Clackamas County Travel Options Action Plan (TO Action Plan)*, which will serve as the travel options section of the County’s Transportation System Plan (“TSP”). The *TO Action Plan* will comprehensively plan Travel Demand Management (“TDM”) programming for urban Clackamas County and identify new, innovative opportunities to improve access and mobility. Key project goals include reducing vehicle miles traveled, increasing access to travel options and improving public health. The project will focus on the urban areas of Clackamas County.

TDM is the application of programs and activities to make it easier for people to travel without a single occupancy vehicle. TDM focuses on strategies and techniques to reduce vehicle demand on roadways by increasing the use of modes other than driving alone. TDM includes, but is not limited to, travel options such as van pools, commuter shuttles, bike parking, vehicle parking policy and employer programs such as reduced transit pass.

TDM solutions do not come packaged in “one-size-fits-all”. Therefore, it is necessary to determine which TDM activities are most suitable for Clackamas County given the county’s unique geographic challenges and limited transit options. The project will identify strategies to help people living and working in Clackamas County better utilize the existing multimodal networks and provide direction on specific TDM actions and programming for investment during the 10-year planning horizon.

The plan development process for the *CC TO Action Plan*, as detailed in the scope of work, will include four general steps -- existing conditions analysis; engagement; vision and goalsetting; and travel options strategy prioritization – that will result in the final *TO Action Plan* document. Throughout the process, *TO Action Plan* will work with partners to eliminate duplication among organizations and create efficiencies. Task evaluation will be included at every stage to measure progress. During the last 18-24 months of the grant, the county will *implement* up to two TDM strategies identified in the *TO Action Plan*, as described in scope of work Task #5.

The project is needed to meet diverse transportation needs of residents and visitors and carry out policy direction set forth in the Clackamas County Transportation System Plan (TSP).

- The TSP calls for the county’s transportation system to include travel choices that result in a safe, connected network.
- TSP policy 5.E.1. states: “Implement Transportation Demand Management techniques – including education, encouragement, and enforcement appropriate for all County residents.”
- The TSP sets Year 2040 Non-Drive Modal Targets for select employment areas: 45-55% of all vehicle trips shall be non-drive alone for Regional Centers; Station Communities; Corridors and 40-45% for Industrial and Employment areas.

Furthermore, in 2022 the Oregon Department of Land Conservation and Development (DLCD) adopted the *Climate Friendly and Equitable Communities Strategy (CFEC)*, which requires local entities to plan for travel options in local transportation system plans. To comply with CFEC; meet County TSP mode targets; and carry out policy guidance, a *TO Action Plan* is needed.

**Project Goals.** Contractor shall prepare a TO Action Plan that meets the following goals:

- Mitigate traffic congestion by identifying strategies that will support reducing the number of trips using single occupancy vehicles (SOV) and vehicle miles traveled in Clackamas County.
- Increase access to and awareness of travel options in Clackamas County.
- Improve public health and well-being through actions that support increased walking and biking opportunities.
- Improve air quality and assist in reaching county climate goals by increasing use of travel options.
- Pursue a broad set of TDM strategies from multiple vantage points -- programs, projects and policies.
- Identify TDM stakeholders and collaborate and share the plan development process and implementation with TDM stakeholders, including equity groups and transportation disadvantaged populations.

**Expected Outcomes.** Contractor shall provide the following deliverables:

1. Concise *Clackamas County TO Action Plan* document that serves as the travel options element of the Clackamas County Transportation System Plan (TSP).
2. Clearly defined TDM vision and goals to guide future investment.
3. TDM Strategy Toolbox (e.g., “menu of TDM options”) suitable for future implementation in Clackamas County that can also be shared with local TDM partners.
4. Inventory of current TDM activities and programs, including county, cities and major employers.
5. Prioritized recommendations on future TDM strategies and projects to pursue.
6. Recommendations for a sustainable TDM program that invests in traditionally underserved and historically disadvantaged populations.
7. Implementation of one or two “near-term TDM activities” identified during plan development.
8. Objective measures to evaluate the success of TDM program.
9. Framework to establish partnerships with local businesses, cities and other stakeholders.

### Evaluation Plan:

The evaluation of the *TO Action Plan* project will be determined by the successful completion of each task outlined in this scope of work. Quarterly reports will be prepared and shall include successes and struggles of each task and how they moved the project forward toward completion, and a summary of work accomplished and progress made toward meeting specific goals and subtasks. Although not included in the actual quarterly reporting and evaluation, it is anticipated that the final *TO Action Plan* will provide direction on how the county can measure and evaluate progress toward meeting TDM goals and objectives going forward.

### Clackamas County Project Staff:

Staff Name	Title	Project Role	Experience (yrs)	FTE
Scott Hoelscher	Senior Planner	Project Manager	15	0.25
Rob Sadowsky	Traffic Safety	Co-Manager	19	0.10
Ellen Rogalin	Engagement Spec.	Public Outreach	20	0.15
Anthony De Simone	Planner II	Project Assistant	5	0.15

### Consultant Team Project Staff:

Staff Name	Title	Project Role	Experience (yrs)	Hours
Geoff England	Associate	Project Director	20	136
Destree Bascos	Principal Consultant	Project Manager	21	252
Erika Kulpa	Senior Consultant	TDM Planning Lead	5	237
Olivia Mendoza	Consultant	TDM Planner Support	2	257
Gary Hsueh	Associate	Expert Advisor – TDM Programs	22	45
Julia Wean	Associate	Expert Advisor – TDM Strategy	10	28
Kate Bridges	Principal Consultant	Strategy and Policy Planner	9	44

*Additional Project Support may be added as needed for the following titles:*

TBD	Assistant Consultant	Project Support
TBD	Consultant	Project Support
TBD	Senior Consultant	Project Support
TBD	Principal Consultant	Project Support
TBD	Associate	Project Support

*Subconsultant Support: Enviroissues*

Brenda Martin	Senior Associate	Strategic Advisor	12	24
Tay Stone	Associate	Engagement Lead	5	66
Carlos Prieto	Web Developer	Web Developer	2	22

## Task 1: TDM Inventory and Existing Conditions

### Objectives

- *Understand and document existing TDM programming to lay the groundwork for determining future TDM activities*
- *Summarize current best practices to help inform TDM Toolkit*

### Description

Within Clackamas County and the greater Portland region there are a variety of organizations that perform a wide range of TDM activities. To establish an understanding of current and past TDM initiatives, the county in coordination with the consultant team shall conduct a “TDM Inventory and Existing Conditions Analysis.” An inventory of public and private sector initiatives will provide a foundation for the project and answer the questions - “who is doing what” and “what has been successful” in terms of TDM programming and activities.

The TDM Inventory and Existing Conditions analysis shall include programming and initiatives within the last 10 years, including assessment of key accomplishments and partner organizations involved in program delivery, with available data sources that can inform future TDM programming. The inventory shall include existing programmatic activities and a review of current industry best practices to identify opportunities for innovation. The consultant will rely on documentation, references, and web links from the county to develop the inventory, and then reach out to agencies such as Metro, ODOT, municipalities and local organizations to gather additional insight.

A summary of Clackamas County-specific travel trend analysis completed for other regional projects (such as the Metro Regional Travel Options Plan and the 2023 Regional Transportation Plan) shall be included in the Opportunities and Challenges analysis. It should include available information on employment concentrations, commuting patterns, Vehicle Miles Traveled (VMT), vehicle congestion areas, population growth forecasts, and mode split (walking, biking, driving alone) that can be found in Metro reports or census data. Task 1 shall include an *Opportunities and Challenges* analysis to help inform Task 4 strategy development, and identify potential barriers to implementing TDM in Clackamas County and opportunities to grow and expand programming.

### Project Goals Fulfilled by Task:

- *Collaborate and share with TDM stakeholders, including equity groups and transportation-disadvantaged populations.*

### Project Outcomes Fulfilled by Task:

- *Inventory of current TDM activities and programs, including county, cities and major employers.*

### Consultant Deliverables:

- 1.1 TDM Best Practices Summary – one draft, with County feedback to be incorporated in deliverable 1.4
- 1.2 Existing TDM Programs and Activities Summary (including transit services in Clackamas County) – one draft, with County feedback to be incorporated in deliverable 1.4
- 1.3 Travel Trend Analysis: mode share (drive alone, carpool, transit, walk, bike) in urban Clackamas County, including population, employment and commute trends - one draft, with County feedback to be incorporated in deliverable 1.4
- 1.4 Opportunities and Challenges Tech Memo: including summary of TDM best practices, existing programs and activities and Travel Trends analysis, and highlighting the opportunities and challenges to implement TDM programs and activities in Clackamas County – Draft and Final versions

## **Task 2: Engagement Strategy**

### Objectives

- *Develop a strategy that embeds involvement throughout the project and that ensures collaboration with public and TDM stakeholders.*
- *Conduct engagement activities that ensure historically marginalized populations are able and encouraged to participate.*

### Description

Task 2 involves developing and implementing a strategy to outline engagement activities for the life of the project. This strategy will build upon and follow the guidelines outlined in the county's framework for inclusive community involvement and equitable outcomes. An early subtask will involve facilitating a meeting to develop the *Public Engagement Strategy* with the appropriate county partners from the county departments of Public and Government Affairs (PGA); Health, Housing and Human Services (H3S), and the Office of Equity and Inclusion (along with county staff and other representatives as identified by the county, this will form the project steering committee).

The *Public Engagement Strategy* will leverage existing county partnerships with community-based organizations, non-profits, and other regional partners as appropriate. Engagement during the project will include activities to ensure historically marginalized populations are able and encouraged to participate. The *Public Engagement Strategy* will outline engagement activities, including, but not limited to:

- One hour Project Management Team (PMT) meetings at least twice a month throughout the project to discuss project tasks and other topics as needed. PMT shall consist of County staff, Consultant team and Metro.
- Up to four Steering Committee meetings, including a project kick-off meeting, in-person or virtual.
- Development of a public-facing one-page project flyer
- Stakeholder outreach activities to include either:
  - Up to six interviews with key stakeholders
  - One virtual focus group that convenes key stakeholders
- Presentation at up to four Committee meetings, two each for the Pedestrian and Bicycle Advisory Committee (PBAC) and Traffic Safety Commission (TSC) and/or Aging Services Advisory Council.
- Two Community outreach activities at key project milestones. Activities will be determined along with the development of the Public Engagement Strategy, and may include:
  - An online survey
  - A virtual or in-person open house

The *Public Engagement Strategy* will:

- Satisfy Title VI outreach requirements.
- Identify the project members responsible for executing public engagement action.
- Identify appropriate languages for translation.
- Include resources in budget and specific methods that will be used to engage Black, Indigenous and People of Color (BIPOC), and other communities not typically involved in the planning process.

Project Goals Fulfilled by Task:

- *Identify TDM stakeholders, and collaborate and share with TDM stakeholders, including equity groups and transportation disadvantaged populations.*
- *Sustainable TDM program that invests in traditionally underserved and historically disadvantaged populations based on the Clackamas County transportation equity index.*

Project Outcomes Fulfilled by Task:

- *Framework to establish partnerships with local businesses, cities and other relevant organizations.*
- *Sustainable TDM program that invests in traditionally underserved and historically disadvantaged populations based on the Clackamas County transportation equity index.*

Consultant Deliverable:

- 2.1 *Public Engagement Strategy*: document detailing engagement goals and specific activities during life of project
- 2.2 Community/stakeholder outreach results
- 2.3 Summary of stakeholder interviews
- 2.4 Minutes from TDM Steering Committee meetings

### **Task 3: Vision and Goals**

#### Objectives

- *Develop TDM Vision statement to guide plan development.*
- *Develop a set of TDM goals to direct investments for the next 10 years.*

#### Description:

Based on Tasks 1 and 2 work, Clackamas County shall work with Consultant to prepare TDM vision statement and goals for the *TO Action Plan*. Consultant shall ensure the vision and goals work together to guide TDM strategic development.

The overall TDM vision should be a concise paragraph (or shorter) setting the vision for TDM during the life of the planning horizon. The vision statement is the “ideal future condition that activities and programs in the *TO Action Plan* are working towards.” It is an important step to provide a foundation going forward. The vision statement should be referred to periodically to ensure project aligns with established TDM vision. If project is not progressing in alignment with the vision, adjustments can and should be made.

To help achieve the vision, a set of goals will be developed -- general statements of desired outcomes for the community as whole. Vision and goals shall be based on foundational concepts generated during the existing conditions and best practices review as well as community engagement in Task 2. Vision and goals will be designed to comply with CFEC and Metro regional TDM goals.

#### Project Goals Fulfilled by Task:

- *Pursue broad set of TDM strategies from multiple vantage points, including programs, projects, and policies.*

#### Project Outcomes Fulfilled by Task:

- *Clearly defined TDM vision and goals to guide future investment.*

#### Consultant Deliverables:

- 3.1 TDM Vision Statement
- 3.2 TDM Goals



## **Task 4: TDM Recommendations and Action Plan Development**

### Objectives

- *Identify TDM strategies suitable for implementation within the Metro Service District Boundary of Clackamas County*
- *Develop a visually appealing and concisely written Clackamas County TO Action Plan understandable to public.*

### Description:

Task 4 is actual production of the *TO Action Plan*. Based on Task 1-3 foundational work, county shall work with Consultant to identify TDM programming and project recommendations suitable for implementing in Clackamas County given topographical constraints, low density development pattern and limited transit. The final document will serve as the travel options element of the TSP and be brought forth to the Board of County Commissioners (BCC) for adoption. It will provide direction and recommendations to the county on what activities to pursue to meet the vision and goals developed in Task 3. Final plan components at a minimum shall include, but are not limited to:

- Vision statement and goals developed in Task 3
- Toolbox of TDM strategies (e.g., “menu of options”) to increase the efficiency of the transportation system, including but not limited to planning level costs, description, partners, benefits and challenges of implementing each toolbox strategy.
- Partnership framework
- Qualitative performance measures for tracking success of TDM strategies
- Implementation plan (including cost estimates; and responsible agency for implementation)
- Priority TDM actions to implement

### Project Goals Fulfilled by Task:

- *Reduce traffic congestion by reducing the number of trips using single occupancy vehicles (SOV) and vehicle miles traveled in Clackamas County.*
- *Increase access to and awareness of travel options in Clackamas County.*
- *Improve public health and well-being through increased walking and biking.*

### Project Outcomes Fulfilled by Task:

- *Concise Clackamas County TO Action Plan document that serves as the travel options section of the Clackamas County Transportation System (TSP).*
- *TDM strategy toolbox (or a Menu of TDM Options) suitable for future implementation in Clackamas County that can also be shared with local TDM partners.*

- *Prioritized recommendations on future TDM strategies and projects to pursue.*
- *Clearly articulated opportunities to leverage current TDM programming with new, innovative approaches.*

#### Consultant Deliverables:

- 4.1 TDM Strategy Toolbox: 8-10 TDM programs suitable for county implementation considering land use context, parking abundance, limited available transit, topography and other challenges – one draft with County feedback to be incorporated in deliverable 4.5. Deliverable 4.1 shall include a section detailing the methodology utilized to select individual strategies for the Toolbox.
- 4.2 TDM Strategy Prioritization Criteria: criteria and methodology to select strategies for implementation – one draft with County feedback to be incorporated in deliverable 4.5.
- 4.3 TDM Implementation Briefs for Priority Strategies: briefs shall include, but not be limited to: partners needed to implement; other stakeholders to engage; description; approximate cost to implement the strategy; benefits and challenges, and recommended methodology to measure success – one draft with County feedback to be incorporated in deliverable 4.5.
- 4.4 Partnership Framework: Partnerships and strategies for collaboration to sustain TDM program and deliver prioritized strategies – one draft with County feedback to be incorporated in deliverable 4.5.
- 4.5 Final Plan: *Clackamas County Travel Options Action Plan* document – Draft and Final versions.

### **Task 5: Pilot Project Implementation**

#### Objectives

- *Implement up to two TDM strategies identified in the Clackamas County TO Action Plan.*

#### Description

Using the TDM Toolbox and TDM Implementation Briefs created in Task 4, project team consisting of county staff and Consultant team shall deliver up to two TDM pilot projects that align with the budget and timeline established in the Metro Regional Travel Options (RTO) grant. Implementation may build off past initiatives or deliver a new innovative strategy. An example of a Clackamas County TDM pilot project is a “low-hanging fruit” action such as marketing support for Clackamas Connects commuter shuttles in the Clackamas Industrial Area and Oregon City.

Implementation shall be based on the public input and planning process outlined in SOW Tasks 1-4 and prioritized strategies identified in the *TO Action Plan*. Task 5 shall also include performance measures to track progress toward meeting objectives and an evaluation plan.

Performance measures should be quantifiable, based on available data, grounded in equity, and tied to goals established in Task 3.

Project Goals Fulfilled:

- *Increase access to and awareness of travel options in Clackamas County.*
- *Improve air quality and assist in reaching county climate goals by increasing use of travel options.*

Project Outcomes Fulfilled:

- *Implementation of up to two “near-term TDM activities” identified during the plan development portion of the project.*
- *Objective measures to evaluate success of pilot project implementation.*

Consultant Deliverables:

- 5.1 TDM Strategy No. 1 Implementation (activity for implementation and partners will be determined during plan development process)
- 5.2 TDM Strategy No. 2 Implementation – if budget allows (activity for implementation and partners will be determined during plan development process)
- 5.3 Post-pilot project implementation community survey
- 5.4 TDM Evaluation Plan

**Project Schedule**

<b>Task #</b>	<b>Task Title</b>	<b>Schedule</b>
1	TDM Inventory and Existing Conditions	4 months after Notice to Proceed
2	Public Engagement Strategy	18 months after Notice to Proceed
3	Vision and Goals	6 months after Notice to Proceed
4	TDM Recommendations & Plan Development	12 months after Notice to Proceed
5	Pilot Implementation	24 months after Notice to Proceed

**EXHIBIT B  
FEE SCHEDULE**

## Fee Schedule

	STEER							Enviroissues			TOTAL HOURS	TOTAL COSTS
	Hourly Rate	G England	D Bascos	E Kulpa	Kate B	Olivia M	Gary H	Julia W	B Martin	T Stone		
	\$225.00	\$185.00	\$165.00	\$185.00	\$135.00	\$225.00	\$225.00	\$191.00	\$153.00	\$124.00		
<b>PROJECT TASKS</b>	<b>136.00</b>	<b>252.00</b>	<b>237.00</b>	<b>44.00</b>	<b>257.00</b>	<b>45.00</b>	<b>28.00</b>	<b>24.00</b>	<b>66.00</b>	<b>22.00</b>	<b>1111.00</b>	<b>\$ 192,995.00</b>
0 <b>Task 0: Project Management</b>	16.00	40.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$ 18,260.00
0.1 Project Management	16.00	40.00	44.00								100.00	\$ 18,260.00
1 <b>Task 1: TDM Inventory and Existing Conditions</b>	12.00	26.00	24.00	8.00	24.00	6.00	0.00	0.00	0.00	0.00	100.00	\$ 17,540.00
1.1 TDM Best Practices	2.00	4.00		2.00	8.00	2.00					18.00	\$ 3,090.00
1.2 Existing TDM Programs and Activities	2.00	4.00	8.00		4.00						18.00	\$ 3,050.00
1.3 Travel Trend Analysis	2.00	8.00	8.00	2.00	4.00	2.00					26.00	\$ 4,610.00
1.4 Opportunities and Challenges Technical Memo	6.00	10.00	8.00	4.00	8.00	2.00					38.00	\$ 6,790.00
2 <b>Task 2: Engagement Strategy</b>	4.00	12.00	4.00	0.00	8.00	4.00	0.00	24.00	66.00	22.00	144.00	\$ 23,170.00
2.1 Public Engagement Strategy	2.00	2.00	4.00			2.00		12.00	17.00		39.00	\$ 6,823.00
2.2 Community/Stakeholder Outreach								12.00	43.00	22.00	77.00	\$ 11,599.00
2.3 Stakeholder Interviews	1.00	6.00			8.00	2.00			6.00		23.00	\$ 3,783.00
2.4 TDM Steering Committee Meetings	1.00	4.00									5.00	\$ 965.00
3 <b>Task 3: Vision and Goals</b>	4.00	12.00	6.00	0.00	12.00	3.00	0.00	0.00	0.00	0.00	37.00	\$ 6,405.00
3.1 TDM Vision Statement	2.00	4.00	2.00		4.00	1.00					13.00	\$ 2,285.00
3.2 TDM Goals	2.00	8.00	4.00		8.00	2.00					24.00	\$ 4,120.00
4 <b>Task 4: TDM Recommendations and Action Plan</b>	20.00	40.00	40.00	8.00	32.00	8.00	8.00	0.00	0.00	0.00	156.00	\$ 27,900.00
4.1 TDM Strategy Toolbox	4.00	8.00	16.00	8.00		4.00					40.00	\$ 7,400.00
4.2 TDM Strategy Prioritization Criteria	4.00	8.00			16.00	2.00	2.00				32.00	\$ 5,440.00
4.3 TDM Implementation Briefs for Priority Strategies	2.00	8.00	4.00				2.00				16.00	\$ 3,040.00
4.4 Partnership Framework	2.00	4.00	4.00								10.00	\$ 1,850.00
4.5 Final Plan	8.00	12.00	16.00		16.00	2.00	4.00				58.00	\$ 10,170.00
5 <b>Task 5: Pilot Project Implementation</b>	80.00	122.00	119.00	28.00	181.00	24.00	20.00	0.00	0.00	0.00	574.00	\$ 99,720.00
5.1 TDM Strategy No. 1 Implementation	70.00	94.00	91.00	16.00	133.00	16.00	10.00				430.00	\$ 74,920.00
5.2 <i>TDM Strategy No. 2 Implementation (if budget allows)</i>											0.00	\$ -
5.3 Post-Pilot Project Implementation community Survey	2.00	12.00	16.00	4.00	16.00	4.00	2.00				56.00	\$ 9,560.00
5.4 TDM Evaluation Plan	8.00	16.00	12.00	8.00	32.00	4.00	8.00				88.00	\$ 15,240.00
<b>DIRECT COSTS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL FEE</b>	\$ 30,600.00	\$ 46,620.00	\$ 39,105.00	\$ 8,140.00	\$ 34,695.00	\$ 10,125.00	\$ 6,300.00	\$ 4,584.00	\$ 10,098.00	\$ 2,728.00	\$ 1,111.00	\$ 192,995.00