



DAN JOHNSON
DIRECTOR

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

November 7, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Contract #1028 with Otak, Inc. for consulting services to develop a *Zoning & Development Ordinance (ZDO) Diagnostic Report*. Total contract value is \$250,952.00 for work to be completed by December 31, 2025. Funding is through the Metro 2040 Planning and Development Grant program. No County General Funds are involved.

Previous Board Action/Review	4/11/2024: The Board approved the 2040 Planning and Development Grant Intergovernmental Agreement with Metro, to accept the grant funds to support the development of the ZDO Diagnostic Report 8/9/2023: The Board approved the ZDO Diagnostic Report to be included in the Long Range Planning Work Program and letters of support for applications for funding.		
Performance Clackamas	Build a Strong Infrastructure Ensure safe, healthy and secure communities		
Counsel Review	Yes - AN	Procurement Review	Yes
Contact Person	Martha Fritzie	Contact Phone	503-742-4529

EXECUTIVE SUMMARY: On August 9, 2023, the Board approved integrating the *Zoning & Development Ordinance (ZDO) Diagnostic Report* project into the Long Range Planning Work Program. The purpose of the Clackamas County ZDO Diagnostic Report is to conduct a comprehensive review of the ZDO with a focus on:

1. Identifying needed updates to comply with State of Oregon land use laws;
2. Identifying areas where the ZDO can be streamlined to reduce inefficiencies and development barriers; and
3. Identifying obstacles to employment and housing land development as well as identifying opportunities for simplifying and streamlining the ZDO for commercial, industrial, and residential development in the urban area.

As the project moved forward, it was determined that the Metro 2040 Planning and Development Grant would solely be used to fund the project. On April 11, 2024, the Board approved the 2040 Planning and Development Grant Intergovernmental Agreement with Metro, which included the award of grant funds to procure consultant

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services for development of the *Diagnostic Report*. The Department of Transportation and Development, through the county's procurement process, has procured Otak, Inc. for these services. The attached consultant services contract dictates the terms of this arrangement and contains the project's scope of work.

PROCUREMENT PROCESS: The County received one proposal for the *Zoning & Development Ordinance Diagnostic Report* project. That proposal was scored according to the identified evaluation criteria and the scoring team concluded that the proposal – submitted by Otak, Inc. - scored high enough for the firm to be awarded the project.

RECOMMENDATION: Staff respectfully requests the Board of County Commissioners approve contract #1028 with Otak, Inc. to develop the *Zoning & Development Ordinance Diagnostic Report*.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #1028**

This Personal Services Contract (this “Contract”) is entered into between Otak, Inc., (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Zoning and Development Ordinance (ZDO) diagnostic report services (“Work”), further described in **Exhibit A and Exhibit B**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Fifty Thousand Nine Hundred and Fifty-Two dollars (\$250,952.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and material 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: Darcy Renhard, drenhard@clackamas.us and Martha Fritzie, mfritzie@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: Christopher Green Phone: 503-415-2394 Email: christopher.green@otak.com	County Administrator: Martha Fritzie Phone: 503-742-4529 Email: mfritzie@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.

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.

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 the highest 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 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. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. 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.

Otak, Inc.

 10-17-2024

Authorized Signature Date

Jon M. Yamashita, Regional Director

Name / Title (Printed)

153321-17

Oregon Business Registry #

DBC/Oregon

Entity Type / State of Formation


Clackamas County

Signature Date

Name: _____

Title: _____

Approved as to Form:

 10/17/2024

County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK
RFP#2024-62
Zoning and Development Ordinance (ZDO) Diagnostic Report
Issued July 8, 2024**



REQUEST FOR PROPOSALS # 2024-62

FOR

Zoning and Development Ordinance (ZDO) Diagnostic Report

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Tralee Whitley
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: August 7, 2024

TIME: 2:00 PM, Pacific Time

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

SCHEDULE

Request for Proposals Issued.....	July 8, 2024
Protest of Specifications Deadline.....	July 15, 2024, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	July 31, 2024, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 7, 2024, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, August 7, 2024** (“Closing”), to provide **Zoning and Development Ordinance (ZDO) Diagnostic Report**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00010886.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at Twhitley@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

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

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide a Zoning Development Ordinance (ZDO) Diagnostic Report.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Clackamas County Zoning and Development Ordinance (ZDO) contains the regulations that guide zoning and development in unincorporated Clackamas County. The ZDO initially became effective in 1980 and, since then, has been amended numerous times. None of the amendments, however, included a holistic look at the ZDO, and the result of more than four decades of a “piecemeal” approach to amendments is a document that is difficult to navigate and contains conflicts, inefficiencies, and redundancies.

Despite Planning staff’s best efforts to audit and update the ZDO over the last several years, it remains unwieldy and, in some places, outdated. The ZDO is in need of a comprehensive overhaul, beginning with an assessment of options for removing regulatory obstacles to employment and housing development and ways to streamline the document to make it more understandable to people who use it regularly.

To assist in the review and updating of the ZDO, Clackamas County was awarded a 2040 Planning and Development Grant from Metro. This grant funding allows the County to hire a consultant to conduct a comprehensive review of the ZDO and develop a Diagnostic Report.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of the Clackamas County Zoning and Development Ordinance (ZDO) Diagnostic Report is to conduct a comprehensive review of the ZDO to:

- 1) Identify needed updates to comply with State land use laws
- 2) Identify areas where the ZDO can be streamlined to reduce inefficiencies and development barriers and to be more understandable and easier to implement
- 3) Identify obstacles to employment and housing land development and opportunities for simplifying and streamlining the ZDO for commercial, industrial and residential development in the urban area.

The overall intent of the ZDO Diagnostic Report is to achieve the following outcomes:

- Address the state’s requirements for clear and objective standards for housing development
- Identify opportunities to make standards for commercial and industrial development more clear and objective
- Ensure consistent and clear guidance for applying development standards
- Remove unnecessary obstacles to development

- Integrate updates to the ZDO that are required by OAR 660-12-0330, a section of the Transportation Planning Rule (TPR), and other recent legislation
- Provide guidance on the implementation of transportation performance standards during the development review process
- Understand ways that developers access the ZDO, including specific areas that can be improved to support a smoother development process
- Identify places where there is a disconnect between the Comprehensive Plan, the Zoning and Development Ordinance, and the Roadway Standards
- Identify areas where the ZDO can be streamlined - including possibly consolidating several zoning districts to one - in order to reduce inefficiencies and make the ZDO easier to understand and implement
- Evaluate, and recommend changes as appropriate, to the density and housing types allowed in the multifamily zoning districts. With middle housing allowances now in place in low density residential zones, it is important to review the higher density residential zones to understand the impact and recommend changes as appropriate.
- Identify options for transitioning to a document that is more accessible online

Completion of the ZDO Diagnostic Report is expected to take approximately one year, and it will take at least another six months for County staff to develop the specific ZDO amendment language and hold the public hearings to consider adoption after the ZDO Diagnostic Report is complete.

C. Products and Outcomes.

The primary product of the project is a ZDO Diagnostic Report. The consultant will meet regularly and facilitate meetings with staff to identify known challenges of implementing the existing ZDO. After preparing several technical memos designed to outline the background for needed changes and analyze staff-identified code implementation issues, the consultant will lead public engagement through focus groups comprised primarily of people who use the Zoning and Development Ordinance in order to obtain information from the user's perspective. Using all of this information, a Draft ZDO Diagnostic Report will then be developed by the consulting team.

The proposed solutions will be reviewed through another set of focus groups and workshops with staff. The final ZDO Diagnostic Report is expected to include strategies that specifically address the code-related obstacles to development, with a focus on efficient and effective development review, and include specific recommendations on how the ZDO should be amended to address these obstacles. It should include an action plan so that County staff can move forward quickly into the code drafting and adoption process.

It is also expected to include an assessment of online tools that would improve accessibility of the ZDO, modernizing and improving the usability of the document.

Task #1: Project Kick-Off and Management

Timeline: September 2024 – October 2024

The purpose of the project kick-off is for the Consultant to become familiar with local conditions and with Clackamas County's planning documents; for the parties to confirm the objectives of the project and refine the project schedule.

Consultant will meet with County staff early in the project (via conference call, or in person) to establish the project expectations and familiarize themselves with county-specific concerns.

Consultant will develop an action item list as identified through these initial meetings and will develop and share a proposed schedule for the completion of all tasks. The level of detail required for the proposed project schedule will be determined by mutual agreement by the County and the Consultant.

Consultant will have biweekly check-ins with the County to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 Consultant Deliverables:

Task 1- D1: Meeting notes from three project start-up meetings with staff

Task 1- D2: Summary list of major tasks and action items for the Project

Task 1-D3: Project schedule

Task 1- D4: Meeting coordination, participation, and summaries for bi-weekly meetings (2 meetings)

Task 2: Background: Requirements and Guidance Impacting Development - What types of changes are needed

Timeline: October 2024 – February 2025

The consultant will review relevant state regulations and the ZDO to identify the background on the types of issues that will need to be addressed during the project and document the issues in a series of Technical Memos.

Technical Memo 1 will provide an overview of needed changes related to land use that are identified in Section 660-12-0330 of the Transportation Planning Rule.

Technical Memo 2 will involve a variety of items, including but not limited to: gathering issues identified by staff, overview of broad categories of changes that will be needed in order to create clear and objective standards for housing, clarification of the types of changes that are needed to be in compliance with other State laws, types of changes other jurisdictions have used to potentially increase the supply of housing, and types of regulations that may be creating barriers to housing development.

Technical Memo 3 will establish the background for the employment and commercial uses review. Using the most recent Clackamas County Economic Landscape Report and Comprehensive Plan Chapter 8, the consultant will identify outdated information that should be removed from Chapter 8 because it is no longer necessary or accurate. In addition, using the Economic Landscape Report, guidance will be provided on how to support the industry clusters within the employment and commercial zoning districts, with specific emphasis on alignment with the Portland Area Comprehensive Economic Development Strategy. The memo should include information on potential impacts of allowing for additional industrial uses within the commercial zones. This memo

will also outline issues pertaining to implementing transportation performance standards during development review.

The Consultant will provide draft copies of the Technical Memos for staff review and comment before the final Memos are submitted.

Consultant will have biweekly check-ins with the County to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 2 Consultant Deliverables:

Task 2 D1: Technical Memo 1: Background: Land use changes needed for compliance with the Transportation Planning Rule

Task 2 D2: Technical Memo 2: Background: Clear and objective standards and other recent legislation that is related to supporting the development of housing, as well as other issues identified in above description

Task 2 D3: Technical Memo 3: Background: Changes needed to support industry clusters, review of Comprehensive Plan Chapter 8, and transportation standards related to development review

Task 2 D4: Meeting coordination, participation, and summaries (8 meetings)

Task 3: ZDO Review and Targeted Public Outreach– Where changes are needed

Timeline: February 2025 – June 2025

The consultant will review the existing Zoning and Development Ordinance (ZDO) to identify the specific places that are related to the obstacles and opportunities identified during Task 2.

While the focus will be on the ZDO, the Clackamas County Comprehensive Plan and Roadway Standards will be reviewed in the context of the development review process. In addition to reviewing the specific zoning districts, the review will include the code sections for special uses, development standards, approval criteria, and procedural requirements.

Technical Memo 4 will summarize the specific locations where the ZDO needs to be revised to sufficiently address:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660), including provision of a clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing or employment/commercial uses
- Criteria or procedures related to housing that may stymie production
- Duplication and inconsistencies across zoning districts with potential opportunities for simplification and consolidation in both the housing and the employment/commercial districts
- Identification of issues within the special uses, development standards, development review process, and criteria for discretionary permits sections of the ZDO, and their impact on both housing and employment/commercial development

- Specific commercial districts that could be amended to allow for additional industrial uses within the commercial zones

Technical Memo 5 will identify areas in the ZDO that could be amended for greater efficiency, including, but not limited to combining and consolidating multiple zoning districts into one, removing duplicative and vague standards, and simplifying/clarifying the categories/types of allowed uses.

To augment the consultant review of the ZDO, the consultant will facilitate up to twenty (20) stakeholder focus groups to identify issues related to usability and clarity of the ZDO. The stakeholder groups should include people who regularly use the ZDO, and include groups that may not typically be engaged in providing feedback, such as property owner focus groups in various languages.

The consultant will prepare at least one online engagement tool that can be pushed out to a larger number of people in the County. This engagement tool will use the information identified in the document review and the stakeholder focus groups to gather feedback on the initial issues.

The consultant will prepare an Engagement Summary report that summarizes the focus groups and the key findings from the engagement.

Consultant will have biweekly check-ins with the County to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 3 Consultant Deliverables:

- Task 3 D1: Technical Memo 4: Identification of places in the ZDO and other supporting documents that need to be addressed per issues outlined in Tech Memos 1, 2, and 3. Tech Memo 4 will include review and recommendations related to employment/commercial uses and urban housing development.
- Task 3 D2: Technical Memo 5: Identification of areas in the ZDO that could be amended for greater efficiency, including, but not limited to, combining and consolidating multiple zoning districts into one, removing duplicative and vague standards, and simplifying/clarifying the categories/types of allowed uses.
- Task 3 D3: Facilitation of up to 10 “Housing” Focus Groups, including meeting summaries. Focus groups will include discussions with underrepresented communities.
- Task 3 D4: Facilitation of up to 10 “Employment and Commercial” focus groups, including meeting summaries. Focus groups will include business owners, developers and other community-based organizations who may not typically be engaged.
- Task 3 D5: Online engagement tool to be used to gather broader input, including input on appropriate information from Tech Memos 1, 2, 3, and 4.
- Task 3 D6: Technical Memo 6: Summary of Engagement
- Task 3 D7: Meeting participation and notes from up to four meetings with Clackamas County staff related to review of ZDO, Comprehensive Plan and Roadway Standards.

Task 3 D8: Attendance at two (2) Policy Sessions – One with the Planning Commission and one with the Board of County Commissioners to provide overview of project and process.

Task 3 D9: Meeting coordination, participation, and summaries (8 meetings)

Task 4: Draft and Final ZDO Diagnostic Report - Solutions

Timeline: June 2025 – October 2025

Building on information included in Tech Memos 1 through 5, the Consultant will prepare a draft ZDO Diagnostic Report. The draft ZDO Diagnostic Report will be a compilation of the recommended improvements to the ZDO, and, if required, the Comprehensive Plan and Roadway Standards (limited to areas where directly relevant to land use development review under the ZDO).

The draft ZDO Diagnostic Report will include:

- Lists of specific places in the ZDO that will require updates in order to be compliant with the rules on clear and objective standards for housing development
- Examples of clear and objective standards used by other jurisdictions, and recommendations for how they can be applied in the ZDO
- Sample graphics that could be integrated into the ZDO to assist in the explanation of the standards
- Strategies that specifically address the obstacles to development within the ZDO, including specific recommendations on how the ZDO should be amended to address the obstacles
- Guidance on places to remove duplicate or inconsistent standards from the Comprehensive Plan and Roadway Standards, with Roadway Standards review expected to be narrowly tailored to where directly applicable/conflicting with ZDO land use review standards
- Information on the possible approach and related impacts of allowing for additional industrial uses within the commercial zones
- Specific areas in the ZDO that could be streamlined, clarified, or amended for greater effectiveness, including both zoning district consolidation and simplification of development standards or processes
- An action plan that will allow County staff to move forward quickly into the code drafting and adoption process

Consultant will facilitate up to five (5) focus groups (engaging with people who participated in the previous focus group discussion) on each topic (housing and employment/commercial) to solicit feedback on the proposed solutions. In addition, the consultant will facilitate two workshops with County staff to provide an overview of the issues identified and proposed solutions.

The consultant will prepare a Final ZDO Diagnostic Report, which includes revisions that reflect input learned from Task 4 outreach with staff and focus groups. The Final ZDO Diagnostic Report will include recommendations on the types of changes to implement the solutions identified. This may include possible ZDO and Comprehensive Plan language and graphics.

Consultant will have biweekly check-ins with the County to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 4 Consultant Deliverables:

- Task 4 D1: Draft ZDO Diagnostic Report, including information from the six Technical Memos and an Executive Summary
- Task 4 D2: Facilitation and meeting notes from five (5) focus groups to discuss draft solutions
- Task 4 D3: Presentation materials for workshops with County staff
- Task 4 D4: Final ZDO Diagnostic Report
- Task 4 D5: Meeting coordination, participation, and summaries (8 meetings)

Task 5: Review of Online ZDO Options

Timeline: June 2025 – October 2025

The Final ZDO Diagnostic Report will include a review of at least three (3) different online options that would make the ZDO more accessible and user-friendly online. Included in the review will be cost estimates for transitioning to an online format, as well as on-going cost for annual maintenance.

Task 5 Consultant Deliverables:

- Task 5 D1: Technical Memo 7: Review of three (3) online ZDO options, with cost estimates

Task 6: County Commission Meeting for Project Closeout

Timeline: November 2025 – December 2025

Consultant support for Staff presentation to the Clackamas County Board of Commissioners to provide a briefing on the findings in the ZDO Diagnostic Report.

Task 6 County Deliverables:

- Task 6 D1: Materials for Staff presentation to Board of County Commissioner Meeting

3.3.2. Work Schedule:

PROJECT MILESTONE		DATE DUE
1	Project Kick-Off	September 30, 2024
2	Background: Requirements and Guidance Impacting Development	February 28, 2025
3	ZDO Review and Targeted Public Outreach	June 30 2025
4	Draft and Final ZDO Diagnostic Report	October 30, 2025

5	Review of Online ZDO Options	October 30, 2025
6	County Commission Meeting for Project Closeout	December 31, 2025

Budget:

The County has an estimated project total of \$263,000; however, firms shall provide competitive rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2026**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements

Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-20
Scope of Work – Project Management and Proposed Work Plan	0-30
Experience with Zoning Ordinance review	0-30
Approach to Engagement	0-10
Fees	0-10
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub’s Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker located at <https://bidlocker.us/a/clackamacounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **15 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer’s General Background and Qualifications (20 Points):

- Description of the firm(s).
- Describe your firm/consulting team including your firms experience (with emphasis on projects similar to this one) and what distinguishes you from other firms doing similar work
- Describe your ability, skills and experience needed to meet the requirements in Section 3, Scope of Work, including how you would successfully accomplish the work on time and within budget
- Provide credentials/experience of the individuals that would be assigned to the project, including resumes for each member of the consulting team

5.3. Scope of Work- Project Management and Proposed Work Plan (30 Points):

- Describe the tasks that must be accomplished to complete the project. Provide a narrative description of how the firm proposes to execute the tasks during each phase of the project
- The proposed work plan will thoroughly address all aspects of the scope of work including the following:
 - Demonstrate how your plan will effectively perform the tasks accurately and in a timely manner
 - Describe how the project team will be adequate to complete the work required
 - Describe how your work plan demonstrates an understanding of the project objectives and how they will to be achieved

5.4 Experience with Zoning Ordinance review (30 Points):

- Provide at least three examples of similar work completed for other jurisdictions of similar size within the past five (5) years
- Share challenges that can be expected during the process of developing clear and objective standards, as well as removing unnecessary obstacles to development
- Describe the firms knowledge of online tools used to access zoning codes and development regulations

5.5 Approach to Engagement (10 Points):

- The project involves stakeholder groups and online engagement together input on needed change to the Zoning & Development Ordinance. Describe the approach that will be used to identify the appropriate focus groups.

- Provide example of online engagement tools that are expected to be used to gather input from the broader community about the proposed revisions to the ZDO

5.6 Fees (10 Points):

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.7 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2024-62

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

**EXHIBIT B
VENDOR'S PROPOSAL**

Cover Letter



August 7, 2024

Clackamas County
Submitted electronically

**Re: RFP # 2024-62, Zoning and Development Ordinance (ZDO)
Diagnostic Report**

Dear Board of County Commissioners,

Otak, in collaboration with Urbsworks is excited to submit our proposal for a comprehensive review and diagnostic report to support a full update of the Clackamas County Zoning and Development Ordinance (ZDO). Our multidisciplinary team, led by experienced professionals in land use planning, urban design, and community engagement, is well-equipped to tackle the complexities of updating the ZDO. We will focus on delivering concise analysis and recommendations for ZDO updates that support the County's goals for employment and housing development while making the document more accessible to all users.

For this important project, Otak is teaming with Urbsworks, a firm renowned for its code update experience and expertise. Together, we bring a wealth of knowledge and a proven track record in conducting thorough audits and facilitating effective stakeholder conversations to identify and implement necessary code changes. **In recent years, our firms have worked with multiple jurisdictions to help them implement House Bill 2001 (the middle housing bill) and are currently working with communities in Oregon and Washington to implement statewide climate planning requirements.** We understand that development code updates can be challenging for communities, both politically and technically; we strive to provide a smooth process with outcomes that have broad community support. In addition, Otak's familiarity with the county's regulatory landscape has given us insight into the specific challenges and opportunities within the current ZDO positioning us well to propose meaningful, practical amendments.

UrbsWorks will complement our efforts by leveraging their experience over more than a decade as one of the State's Code Assistance program experts, helping cities update their codes for best urban design and parking management practices, and since 2020, to comply with the state's middle housing legislation. Over the last three years Urbsworks has successfully completed a dozen such code amendment projects, with a majority focused on middle housing, implementing Oregon's HB 2001 and SB 458 for expedited middle housing land division. They have successfully adopted codes for cities as diverse as Gresham, Portland, Durham, King City, McMinnville, Madras, Milwaukie, Independence, Cannon Beach, Manzanita, and Beaverton.

As your project manager, I will draw upon my years of project leadership and deep understanding of Oregon statewide land use processes while maintaining clear communication, meeting project deadlines, and delivering high-quality results that align with Clackamas County's vision and objectives. We appreciate the opportunity to provide these qualifications and look forward to working with you. Please feel free to reach to me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Green", with a long, sweeping horizontal line extending to the right.

Christopher Green, AICP
Project Manager
503-415-2394
christopher.green@otak.com
Otak, Inc.



General Background & Qualifications



Otak offers a unique blend of services to specifically suit the County's needs. Otak has the proven track record needed to implement the project vision through exceptional planning, design, feasible solutions, and a commitment to creating exceptional community spaces. Otak is a full-service company with a range of expertise; we bridge many aspects of architecture, planning, design, and a variety of engineering disciplines. Because of our diverse composition in design disciplines and staff, collaboration across disciplines comes naturally to our work and benefits our clients through efficiencies, enhanced communication, and a shared understanding of the goals.

Since 1981, Otak has built a reputation based on integrity, skill, and creativity—strengthening our communities, performing exciting work, and serving our clients. With 43 years of planning, design, and development experience, we've built a highly collaborative team with award-winning expertise providing the highest level of client service, creativity, and a think-global, act-local mindset, we help our clients and partners take their projects to the next level. Otak's group of planners regularly work on long-range policy and planning projects for our public sector clients. We focus on incorporating best practices into the plan amendments and land use codes that we draft. We regularly track regional, state, and federal legislation and work to understand the implications of proposed rules on our clients and our communities. Our in-house interdisciplinary services benefit many projects and communities through an integrated design approach. **We use a sharp vision, a positive attitude, and a focus on the client's needs for every project we work on.**

u r b s w o r k s **UrbsWorks** is a Portland-based urban design firm founded by Marcy McInelly in 1995. Small and nimble by design, UrbsWorks believes the most effective work happens when the distance between inspiration and execution is as short and direct as possible. As urban designers, UrbsWorks, helps communities reshape their physical design so that it positively influences adjacent land use and buildings to increase safety, aesthetics, health, and vitality for all users. The firm's portfolio consists of corridor and town plans; infill and redevelopment strategies; housing typologies; design guidelines and form-based codes; streetscape and street network concept planning and design for complete streets and multimodal transportation; code amendments promoting walking, biking, street vitality, and sense of place; urban design framework plans, site master plans, and neighborhood analyses; and urban design charrettes. What distinguishes the UrbsWorks team is the inclusion of architects, landscape architects and former public sector administrators, who understand the challenges of the land use process. The Urbsworks team know how to listen, ask the right questions and ultimately create graphic friendly codes, design guidelines and educational materials that promotes development that reflects the nature of the people and the place.

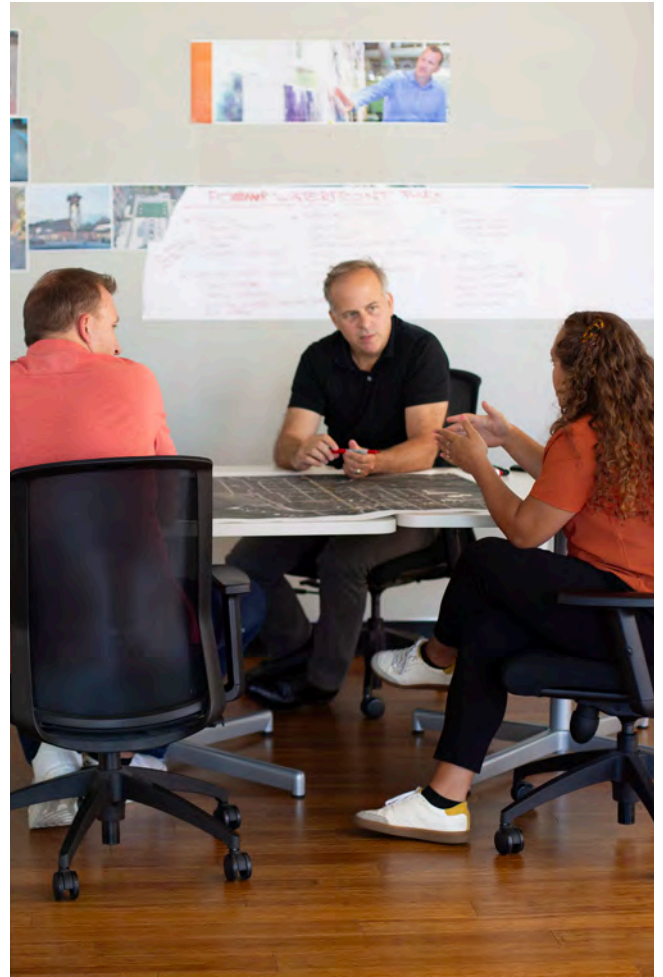
UrbsWorks has extensive architecture, middle housing, form-based code, and charrette experience. Within the last several years, UrbsWorks has translated housing affordability, housing choice and the HB 2001-required middle housing types into form-based codes for more than a dozen municipalities in Oregon. UrbsWorks has addressed employment district multi-modal connectivity, aesthetics, and identity through innovative forms based codes, notably the Wilsonville, Oregon, Coffee Creek Light Industrial form based code, Re:Code LA: (Los Angeles) and Zone Detroit.

A Collaborative Team to Meet Scope Requirements

Otak and UrbsWorks bring deep expertise to this project, underpinned by extensive experience with Clackamas County's land use and zoning processes. Our team's familiarity with the County's codes ensures that we understand the nuances of local regulations and are adept at helping clients navigate complex land use reviews. We have a strong history of developing and implementing codes that balance clarity with flexibility, supporting diverse land uses including residential, commercial, and industrial.

Our approach is informed by both our practical experience and technical proficiency in designing codes that facilitate high-quality development while aligning with long-term community goals. Otak has led successful projects comprehensive plan updates and development code revisions such as; **City of Snoqualmie Comprehensive Plan, City of Monmouth Code Evaluations & Updates and City of Sherwood On_Call Planning & HB 2001 Code Amendments**. While UrbsWorks has extensive experience in form-based codes and digital code management such as; **Cannon Beach Code Audit and Code Rewrite, and City of Milwaukie Hubs Project & Code Amendments**.

Together, our combined knowledge and hands-on experience with codes in Clackamas County position us uniquely to deliver clear, user-friendly standards that support sustainable growth and vibrant community development.



Organizational Chart

The organizational chart to the right illustrates roles of our team. We are streamlined, experienced, and ready to efficiently deliver the plan. In addition to our key team members, Otak has additional resources specializing in key disciplines that are important to developing an implementable plan.



Mandi Roberts, AICP, PLA
Principal-in-Charge

Chris Green, AICP
Project Manager

Emily Larson
Code Development

Wyatt Archer, AICP
Code Audit & Research

Marcy McInnelly, AIA
Code Development and Engagement Specialist

David Berniker, Assoc. AIA, AICP, LEED-ND
Urban Designer

Kevin Howard
Urban Design and Code Expert

Mandi Roberts AICP, PLA

Principal Planner and Landscape Architect



Over the course of 35 years in planning and landscape architecture, Mandi has gained extensive experience in project management, public involvement, environmental analysis, interpretive planning and design, integrated land use and transportation planning, master planning, and design. She is an excellent communicator and facilitator, and her strong expertise in coordinating with multiple governmental agencies at the federal, state, regional, and local levels, as well as with tribes, technical experts, regulatory decision makers, and other diverse project stakeholders has benefited the many planning and design projects she has been involved in.

EXPERIENCE

34 Years

EDUCATION

Master of Landscape Architecture (University of Idaho, 2021)

BS, Landscape Architecture (University of Idaho, 1985)

REGISTRATIONS & CERTIFICATIONS

Professional Landscape Architect, WA, #639, 2004

Professional Landscape Architect, ID, #16807, 2015

Certificate, Low Impact Development (Washington State University)

American Institute of Certified Planners

Selected Project Experience

Comprehensive Plan Updates/Middle Housing; Mill Creek, WA

Project Manager—Project Manager—Otak assisted the City in collaboratively engaging residents, the business community, and affected property owners in preparation of a subarea plan that identifies the highest and best future land uses for the area. The plan will be the basis for amendments to the Mill Creek Comprehensive Plan and Municipal Code, which will facilitate future redevelopment within the subarea. It will evolve through a collaborative interdisciplinary approach that includes considerations related to land use, multi-modal transportation, stormwater management, utilities and other infrastructure, placemaking, and civic campus enhancements.

Comprehensive Plan Periodic Update; Lynnwood, WA

Project Manager—Lynnwood hired Otak to prepare their 2024 Comprehensive Plan update. As a core city with a formally designated urban growth center within the central Puget Sound region, Lynnwood will be responsible for accommodating a sizeable share of the region's growth over the next 20 years. Soon, Lynnwood will be served by two light rail stations, and expanded Bus Rapid Transit service, connecting its current residents and workers to new opportunities within the Puget Sound area. While Otak and the City of Lynnwood continue to work together to update the City Center and Alderwood Subarea Plan, the team must also consider how Imagine Lynnwood 2044 will make room for growth in other areas of the city, and how to balance the pressures of that growth with the needs of existing community members equitably.

Comprehensive Plan Periodic Update; Arlington, WA

Project Manager—The City hired Otak to develop a well-organized and detailed comprehensive plan that is user-friendly and complies with the requirements of the Growth Management Act and Puget Sound Regional Council Policy Vision 2050, and Snohomish County Countywide Planning Policies. The comprehensive plan should establish clear and obtainable objectives that can be easily evaluated for their effectiveness. As an urban edge City in Snohomish County with ready access to recreation opportunities in the North Cascades, the community is expected to grow from a population of 19,868 to 34,649 by 2044. Arlington seeks to retain its small town, historic character through smart growth solutions that will accommodate more people and households while protecting the environment and livability.

Christopher Green AICP

Planning Manager



Chris is a creative, collaborative, and results-driven planning manager with project management experience spanning both public and private sectors. Dedicated to the well-being of the communities he works and lives in, he is deeply passionate about fostering sustainable development, promoting vibrant neighborhoods, and ensuring the planning initiatives positively impact the lives of residents. In addition to his knowledge of land use and zoning codes, Chris applies an understanding of the development process, adaptive reuse, and project feasibility, learned from his work on economic development strategies and National Development Council certification as a Historic Real Estate Finance Professional. Over the course of his career, he has successfully navigated all facets of the planning process, from initial community engagement to overseeing plan implementation and reviewing proposed development projects, economic development, and subarea plans for communities in Oregon and Washington.

EXPERIENCE

16 years

EDUCATION

Master of Urban & Regional Planning, Eastern Washington University

B.A., Urban & Environmental Policy, Occidental College

CERTIFICATIONS

American Institute of Certified Planners (AICP), 2015

Certified Historic Real Estate Finance Professional (National Development Council), 2019

AFFILIATIONS

American Planning Association

Select Project Experience

Bear Creek Corridor Revisioning, Phase I and II; Jackson County, OR

Senior Planner—Otak is leading a project to engage the communities along Highway 99 and the Bear Creek Greenway, including the cities of Talent and Phoenix in Jackson County, in a visioning and planning process. During this initial phase of the project, Chris worked with land use and economic consultants to tailor effective code and policy recommendations for each jurisdiction. In the second phase of this effort, Chris will manage the development of land use policies and implementing regulations to catalyze redevelopment of the land adjacent to the transportation corridor in a manner that supports multi-modal transportation and new housing that is affordable to a wide range of households.

Boardman Development Code Audit; Boardman, OR

Project Manager—Otak has provided on-call land use planning services for City of Boardman, assisting with municipal code updates, and preparing planning grant applications. Chris is currently managing a preliminary audit of the Boardman Development Code, identifying issues and potential solutions to improve clarity and efficiency, consistency with Comprehensive Plan policies and adopted plans, and recent legislative changes.

Additional Relevant Experience

- **Comprehensive Plan Update and Climate Resilience Element; Snoqualmie, WA**—Project Manager
- **Link Light Rail Transit-Oriented Development (TOD) Model Code Partnership; Everett, WA**—Senior Planner
- **Basalt Creek Employment Zoning Code; Tualatin, OR**—Project Manager
** prior experience*
- **Residential Code Study; Happy Valley, OR**—Senior Planner
** prior experience*
- **South University District Subarea Plan; Spokane, WA**—Project Manager
** prior experience*



Emily Larson | Code Development



EDUCATION
BA, Urban Planning and Sustainable Development (Western Washington University)

Emily is a senior planner with seven years of experience in code research, auditing, and amendments, permit reviews/issuance and application packaging, and creation of staff reports and hearing examiner presentations, as well as a variety of long-range planning tasks. Her code related experience spans a wide range of topics including land use, housing, site and plan development, building and architectural provisions, street standards, critical areas, subdivisions, and design reviews. She brings detail-oriented organizational tools to ensure a smooth and efficient process for providing project deliverables. Emily's previous experience also includes creation and review of SEPA Checklists and the review and issuance of permits, including but not limited to building, land use, critical areas, subdivisions, and site plan and design reviews.

RELEVANT EXPERIENCE:

- Code Updates Associated with 2024 Comprehensive Plan Update; SeaTac, WA
- Code Updates Associated with 2024 Comprehensive Plan Update; Shoreline, WA
- Code Updates Associated with 2024 Comprehensive Plan Update; Mill Creek, WA
- Code Updates Associated with 2024 Comprehensive Plan Update and City Center + Alderwood Regional Growth Center Subarea Plan; Lynnwood, WA
- Code Updates Associated with 2024 Comprehensive Plan Update; Mountlake Terrace, WA



Wyatt Archer, AICP | Code Audit & Research



EDUCATION
BS, Biochemistry (University of Texas at Dallas); MS, City and Regional Planning (University of Memphis)

Wyatt has acted as lead planner for multiple zoning ordinance updates for both cities and counties. He has audited the existing code and compiled lists of deficiencies and overlaps within the existing code and outlined existing contradictions of the zoning ordinance with state laws and long-range plans. Through engagement with the public, planning commission, and municipalities, he streamlines zoning ordinances to increase the usability and clarity of the code.

RELEVANT EXPERIENCE:

- Upper Kellogg Stormwater Improvements; Clackamas County, OR
- Snoqualmie Comprehensive Plan and Climate Resilience Element; Snoqualmie, WA
- Windom Zoning Ordinance Update; Windom, MN **prior experience*
- Perry Comprehensive Plan; Perry, IA **prior experience*
- Windsor Heights Code Update; Windsor Heights, IA **prior experience*



Marcy McInelly, AIA | Code Development and Engagement Specialist

EDUCATION

Bachelor of Architecture
(University of Oregon)

Marcy is an architect and urban designer with over 30 years of national and local experience. She has spent her career developing regulatory tools to produce excellent community design. As a registered architect, Marcy fully understands the effect of codes, construction methods and practices, infrastructure needs, and project costs. For decades preceding the passage of HB 2001, Marcy has promoted more compact housing types, greater housing variety, and different forms of residential density. As an urban designer and code writer, she is attentive to issues of placemaking and neighborhood issues such as compatibility and long-term growth. All these skills are evident in her multiple award-winning designs.

RELEVANT EXPERIENCE:

- Code Audit and Code Rewrite; Cannon Beach, OR
- Comprehensive Plan Implementation Strategies for Parking, Middle Housing, and Tree Preservation Code Amendments; Milwaukie, OR
- City Center Parking Management and Parking Code Amendments; Independence, OR
- Neighborhood Hubs Project and Code Amendments; Milwaukie, OR
- Mill Site Development Plan and Code Amendments; Dallas, OR



Kevin Howard | Urban Design and Code Expert

EDUCATION

Master's in Urban Design (University of Texas), Master's in Community and Regional Planning (University of Texas), Bachelor's in Architectural Studies (University of Washington)

Kevin is a Founding Principal of Urbinden Design Lab, a city planning, urban design, and public policy firm focused on leveraging cross-disciplinary collaboration and design thinking to build more sustainable and equitable places. Urbinden works as an extension of Urbsworks. At Urbinden Kevin leverages a holistic perspective, keen understanding of national and international design best practices, and the technical skills to communicate effectively to a diverse audience. In his work, research, and advocacy, Kevin focuses on promoting abundant and equitable housing, human-oriented and resilient places, sustainability through land use planning and infrastructure systems, regulatory transparency, and the democratization of city building.

RELEVANT EXPERIENCE:

- City Center Downtown Parking Management and Parking Code Reform; Independence, OR
- Neighborhood Hubs Project and Code Amendments; Milwaukie, OR
- Complete Streets Gap Analysis; College Place, WA
- The Land Code, Cleveland, OH

Scope of Work

Project Management & Proposed Work Plan



Project Management

The Otak team brings decades of combined experience with project facilitation and delivery of high-quality work products. We understand the steps that must be taken to move through a complex process and finish with a cohesive, meaningful, and usable document. For all our projects, Otak takes a proactive approach to project management and communicating with our clients and assigned teams.

As **Principal in Charge (PIC), Mandi Roberts** will have the authority to negotiate budget and sign contracts. She will also provide project oversight, support the project manager, and help allocate resources. Mandi draws on her multidisciplinary experience in design and planning to understand client and community needs, build strong relationships with local government officials, ensure smooth collaboration throughout the project's life cycle.

As **Project Manager, Chris Green** will provide consistent and comprehensive management through the life of the project. As a former public sector manager of consultant-led planning projects, Chris understands the complex set of demands on local government staff. He will prioritize regular communication with the project team, monitor progress, allocate resources as needed, manage change, and ensure quality control of all deliverables.

Proposed Work Plan

Our proposed scope for the Clackamas County ZDO Diagnostic Report focuses on three key objectives:

- Ensuring compliance with state land use laws
- Streamlining the ZDO to reduce inefficiencies
- Identifying obstacles to employment and housing development

We will leverage Otak's extensive experience in land use planning, policy and code development, and familiarity with Clackamas County's regulatory landscape to align the ZDO with current state requirements, particularly clear and objective standards for housing development. Simultaneously, we will utilize Urbworks' strengths in urban design, code audits, and facilitation to identify areas for simplification, remove redundancies, and clarify processes, making the ZDO more understandable and easier to implement. By pinpointing specific obstacles within the ZDO that hinder commercial, industrial, and residential development, we aim to

streamline the ordinance to facilitate development while ensuring consistent and clear guidance for applying development standards.

TASK #1: PROJECT KICK-OFF AND MANAGEMENT

We will initiate the project with a structured kick-off phase, aligning objectives and familiarizing our team with Clackamas County's local conditions and planning documents. Otak will lead initial meetings with County staff to establish project goals, refine the schedule, and address any county-specific concerns. Regular biweekly check-ins will maintain open communication and ensure alignment on project milestones and deliverables. This collaborative approach, combined with Urbworks' guidance, will ensure comprehensive and efficient project management from the outset.

TASK #2: BACKGROUND REQUIREMENTS AND GUIDANCE IMPACTING DEVELOPMENT

In this phase, we will conduct a comprehensive code audit of the Clackamas County Zoning and Development Ordinance (ZDO) in relation to the goals outlined in the County's Comprehensive Plan. Our objective is to identify necessary updates and issues affecting development, ensuring that the ZDO aligns with state regulations and the Comprehensive Plan's goals. Otak will leverage its extensive expertise in Clackamas County code and review processes to provide an accurate and relevant analysis. We will prepare Technical Memos that detail required changes for compliance with state laws and highlight barriers to development. Urbworks will enhance this phase by gathering staff input and analyzing broader regulatory trends. Each issue identified will be categorized into one of four types: clerical, organizational, administrative, and policy and Design, which will help define the level of effort and complexity required for each update. This thorough and well-rounded approach will ensure that our findings and recommendations are comprehensive and actionable.

TASK #3: ZDO REVIEW AND TARGETED PUBLIC OUTREACH

In this phase, our review will focus on identifying specific obstacles within the ZDO related to housing and commercial/employment development, as well as opportunities for improvement. We will analyze the



ZDO alongside the Comprehensive Plan and Roadway Standards to ensure a cohesive and effective approach to development standards. Otak and Urbworks will lead a comprehensive, equitable, and creative public engagement strategy to gather diverse stakeholder input. A phased approach to stakeholder outreach, including interviews and focus groups, will allow for deeper exploration of refined concepts as they progress. We will complement this with an online engagement portal using a GIS Storymap for geographically relevant feedback, along with an online survey and live workshop to ensure comprehensive and actionable input.

TASK #4: DRAFT AND FINAL ZDO DIAGNOSTIC REPORT

Building on the insights from our analysis and public engagement, we will draft the ZDO Diagnostic Report. This report will synthesize recommendations for updating the ZDO to enhance clarity, efficiency, and compliance with state regulations. Otak will lead the development of the report, ensuring it reflects the technical rigor and practical insights required for effective code revisions. Otak and Urbworks will facilitate additional focus groups to refine our proposed solutions, ensuring they are actionable and aligned with community needs. The final report will provide clear strategies for implementing the recommended changes, complete with an action plan for swift adoption.

TASK #5: REVIEW OF ONLINE ZDO OPTIONS

We will explore various online platforms to enhance the accessibility and usability of the ZDO. Our team will assess at least three options, considering user-friendliness, cost-effectiveness, and ongoing maintenance needs. Otak and Urbworks extensive experience in incorporating graphics into zoning code, policy, and plan documents will inform our recommendations for modernizing the ZDO, making it more navigable and accessible online.

TASK #6: COUNTY COMMISSION MEETING FOR PROJECT CLOSEOUT

The project will conclude with a presentation to the Clackamas County Board of Commissioners. Otak and Urbworks will collaborate with County staff to prepare comprehensive materials that effectively communicate the project's findings and recommendations. This final engagement will ensure that the Board is well-informed and prepared to support the next steps in implementing the recommended updates to the ZDO. Through this collaborative closeout process, we aim to reinforce the value of the project and foster ongoing support for the proposed changes.



Experience with Zoning Ordinance Review

Bear Creek Corridor Revisioning Phase 1 & 2 | Jackson County, OR



Otak is leading the Highway 99 and Bear Creek Greenway Corridor Revisioning project to engage the communities along Highway 99 and the Bear Creek Greenway, including the cities of Talent and Phoenix in Jackson County, in a visioning and planning process. As part of this effort, Otak will create zoning and development code language that will catalyze redeveloping the lands impacted by the 2020 Almeda Fire in a manner that supports smart growth principles, multi-modal transportation, with a particular emphasis on walking and biking, and multi-use hubs or nodes that improve destination accessibility and reduce the need for motor vehicle travel. The project supports the Transportation and Growth Management Program’s mission of integrated land use and transportation planning to improve destination accessibility by increasing mixed-use residential/commercial development along Highway 99. Phase One of this project included an existing conditions analysis of the study area, community engagement, placemaking workshops, and a development code audit and action plan to guide the code updates needed to implement the vision. Phase



Two of the project will include drafting zoning and land use code updates, additional community engagement, and assisting the jurisdictions through the adoption process.

City of Monmouth—Code Evaluation and Updates | Monmouth, OR



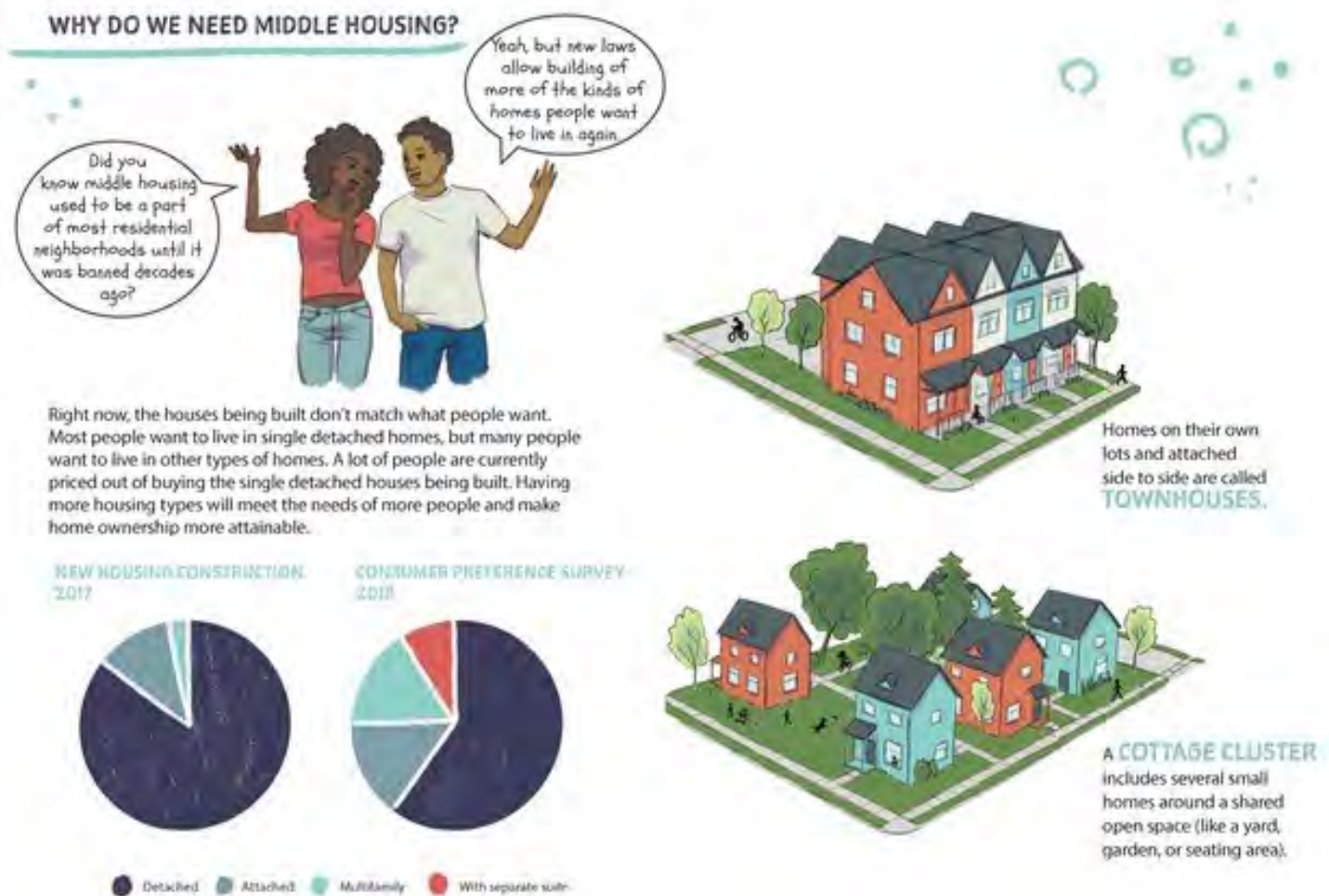
Otak served as lead urban planning consultant for an Oregon TGM-funded project to evaluate and update the zoning ordinance and development code for the City of Monmouth, Oregon. Phase One included auditing the city’s zoning ordinance and development code and preparing an action plan outlining the priorities and amendment steps. Phase One recommendations included strategies to encourage multi-modal and pedestrian-friendly designs, the removal of barriers to housing and infill development, compliance with requirements of HB 2001, and the creation of a more user-friendly, modern development code. During Phase Two, Otak facilitated public outreach events and created digital outreach surveys and media to gather community input on the proposed land use amendments. With the community’s input, Otak drafted updates to the Monmouth zoning and development code and presented updates to the Monmouth Planning Commission and City Council. The code was adopted in the spring of 2023.



Gresham is a large, racially and socially diverse community in the eastern area of the Portland metro area. Like many cities in Oregon in 2021, Gresham was required to comply with HB 2001, the state's middle housing rule, so that a wider variety of housing than had historically been available could be built in single family-zoned neighborhoods. Middle housing refers to housing types that fill the gap between small apartments and detached single dwellings, such as duplexes, triplexes, quadplexes, cottage clusters, and townhouses. Gresham's urban neighborhoods (Rockwood, Civic and Downtown) that are walkable, near services and transit, were generally amenable to middle housing. However, as one moved away from these urban areas, the notion of increased density became more challenging to the people who reside there, in terms of the how the new housing types look, feel, and function. The Urbsworks team led a robust public engagement program, conducting polling, virtual open houses, and visual preference surveys to allow

participants to identify which elements of housing and neighborhood design are most important to regulate. In response, Urbsworks provided a comprehensive package of zoning code amendments. To ease the learning curve for city staff who would administer the new land use and building permits, code amendments re-used pre-existing regulations that already applied to multi-family housing, consolidating them to apply to all housing, producing a universal set of "clear and objective" design standards.

To further encourage and streamline the production of ownership middle housing for both housing developers as well as homeowners, Urbsworks created an expedited land division process. To make the material user-friendly the Urbsworks team produced a zine, or a magazine-style publication that explained the concepts with original and easy to understand graphics.



Team Experience

Otak is proud to present a knowledgeable and skilled team with extensive experience working within the County. Otak and UrbsWorks, have a proven track record of successfully managing projects with elements similar to those anticipated in the upcoming project. The following matrix showcases a selection of their relevant project experiences, demonstrating their capability to handle the tasks ahead.

PROJECTS		SCOPE							
		Code Audits and Diagnostic Reports	Code Updates to Implement State or Regional Standards	Residential Code Development	Commercial and Employment Code Development	Public Engagement and Outreach	Graphics to Illustrate Code Concepts and Standards	Online Code/Policy Posting and Digital Accessibility	Implementation Planning and Strategy
OTAK	Comprehensive Plan Update and Climate Resilience Element; Snoqualmie, WA		●			●	●	●	●
	Link Light Rail TOD Model Code Partnership; Everett, WA	●	●	●	●		●		●
	Development Code Audit; Boardman, OR	●	●	●	●				●
	Housing Code Amendments; Bothell, WA	●	●	●		●	●		●
	Bear Creek Corridor Revisioning Phase 1 & 2; Jackson County, OR	●	●		●	●			●
URBSWORKS	Traditional Housing Choices Guide - Oregon Department of Transportation and the Oregon Department of Land Conservation and Development; Statewide project	●		●			●	●	●
	City Center Downtown Parking Management and Parking Code Reform; Independence, OR	●	●	●		●	●	●	●
	Neighborhood Hubs Project and Code Amendments; Milwaukie, OR	●	●		●	●	●	●	●
	Cannon Beach Code Audit and Code Rewrite; Cannon Beach, OR	●	●	●	●	●	●		●
	Comprehensive Plan Update and Housing Code Amendments; Manzanita, OR	●	●	●	●	●	●	●	●
	King City Concept Plan + Kingston Terrace Master Plan + King City TSP; King City, OR	●	●	●	●	●	●	●	●
	Wilsonville Light Industrial Form Based Code; Wilsonville, OR	●			●	●	●	●	●

Challenges & Obstacles

Creating clear and objective standards while eliminating unnecessary obstacles involves several key challenges:

- 1. Balancing Clarity and Flexibility:** A major challenge is finding the balance between clear, simple code requirements and the flexibility needed for unique sites and innovative projects. While straightforward standards are vital for consistency and predictability, overly rigid rules can stifle creativity. State law provides for dual review paths, but standards under both the administrative and discretionary routes to approval must be crafted to provide a true choice based on project type.
- 2. Anticipating Diverse Scenarios:** Clackamas County encompasses a variety of development scenarios and site constraints, from urban infill, to large-scale commercial projects, to rural uses supporting the natural resource economy. Crafting standards that address these varied conditions without becoming overly prescriptive requires an understanding of the diverse settings throughout the County where the code will be applied.
- 3. Integration with Regional and Local Codes:** An updated code must align with regional standards set by Metro and apply consistent standards in areas that interface with various incorporated cities within the County and their specific codes. Coordinating these standards with County-specific goals involves complex negotiation and adaptation.
- 4. Balancing Short-Term Feasibility with Long-Term Goals:** It is important that the new standards support immediate development needs while also aligning with the County's long-term vision for housing diversity, efficient infrastructure, and access to high-quality jobs. Removing obstacles must not come at the expense of maintaining the community's long-range policies and ensuring that new development is supported by adequate infrastructure and services.

Additionally, a well-organized and concise code is essential to reduce the difficulty for staff and users in adapting to new regulations. Clear and objective standards should ensure quality design while being easy to implement.



A Usable, Accessible Code

Both Otak and Urbworks bring valuable experience in leveraging online tools to enhance access to zoning codes and development regulations. Urbworks has facilitated the online presentation of form-based codes and other regulations, using extensive graphics to improve usability. Each member of our team regularly accesses code in a variety of jurisdictions, providing hands-on experience with numerous examples and a working understanding of what approaches work best. In addition to development codes, Otak's recent experience with comprehensive plan periodic updates in Washington State has exposed our team to a variety of available platforms and formats for transitioning these documents to online-first formats, and different methods of streamlining navigation for users. This combined expertise will guide our review of at least three online options for the ZDO, including cost estimates for both transition and ongoing maintenance, ensuring that the ZDO is both accessible and user-friendly.



Approach to Engagement

Otak will collaborate with UrbsWorks and the County to develop a community engagement plan that will direct outreach activities for this work, aimed at promoting public involvement by offering many chances for dialogue in different platforms and locations. A key component of our approach is a carefully tailored engagement process. We proactively engage stakeholders through focus groups and interviews, providing targeted questions and concepts to maximize the value of their feedback. This ensures that their time and effort contribute meaningfully to the project, guiding our work with relevant, actionable insights. By integrating stakeholder input early and effectively, we enhance the relevance and effectiveness of our recommendations, ensuring they align with community needs and project goals.

In collaboration with County staff, our team will develop a thorough and thoughtful engagement plan, establish connections with key stakeholders and community partners, and use a wide variety of tools we have developed over the years to support meaningful input. We propose refining the twenty stakeholder focus groups described in Task 3 of the RFP into a combination of techniques, such as the following:

- **Deconstructed Charette:** A series of interviews with County staff, taking place on a single day, to understand issues with the code in practice, and insights from development review planners and other departments at the County.
- **Stakeholder Interviews:** Targeted interviews with key stakeholders, including development review staff, real estate development professionals, and frequent code users. This step will help us gather nuanced insights into specific issues and identify core areas for further exploration.
- **Focus Groups:** Following these interviews, we will organize a series of focus groups for both housing and commercial/employment codes. These initial focus groups will provide a broad range of perspectives and help pinpoint key issues and potential solutions.

- **Online Engagement:** To complement these efforts, we will implement an online engagement portal using a GIS Storymap to introduce the project, its goals, and gather open-ended feedback. This platform will allow users to “pin” issues directly onto a map, making the feedback more geographically relevant and accessible. For those interested in more detailed involvement, we will also offer an online survey and a live online workshop to further explore and refine the gathered input, ensuring that all feedback is relevant and effectively guides our work.



Attachment A – Community Engagement Process Detail

1) Coordination with County Staff and Outreach to Underrepresented Groups

From the outset, close coordination with County staff will be essential to identify underrepresented groups and leverage existing relationships with community leaders.

- **Identifying Participants:** During the initial meetings taking place in Task 1, the consultant team will coordinate with County staff, who will help identify potential representatives of traditionally underrepresented groups, including racial and ethnic minorities, low-income residents, and non-English speakers.
- **Tailored Communication:** Successful communication techniques identified by County staff will be employed to reach and engage these groups. Recruitment efforts will be supported by partnerships with community organizations and networks.
- **Ongoing Engagement:** The strategy will prioritize building trust and encouraging ongoing involvement by offering multiple engagement opportunities throughout the process.

2) Targeted Online Survey

In order to set the stage for Task 3, deliverables D2 and D3, the engagement process will begin with a targeted email survey aimed at key stakeholders, including potential focus group participants. The survey will gather information on respondents' experiences and interactions with the development code, as well as broader land use and development concerns. It will also assess their preferred methods for ongoing participation in the zoning code review process.

- **Stakeholder Identification:** Key stakeholders will include developers, housing advocates, commercial property owners, business leaders, and community groups, ensuring that diverse perspectives are captured.
- **Survey Structure:** The survey will focus on identifying issues with the current development code and gauging interest in participating in further discussions. A Spanish-language version will be provided, aimed in part at encouraging participation in a focus group conducted in Spanish by staff from Otak and Urbsworks.
- **Initial Outreach:** Survey distribution will be coordinated with key community organizations and stakeholder networks to ensure broad dissemination.

3) "Deconstructed Charrettes" for Focused In-Person Engagement

To implement Task 3, deliverables D2 and D3, a series of two "deconstructed charrettes" will be held, each focusing on in-person engagement within a carefully planned day. The charrettes will incorporate multiple focus groups, individual interviews, and workshops, segmented by topic to gather detailed feedback.

- **Charrette 1: Housing Development Code Issues:** The first charrette will focus on housing-related development code issues, involving housing advocates, developers, and residents.
- **Charrette 2: Employment & Commercial Development Code Issues:** Following approximately two weeks later, the second charrette will concentrate on commercial and employment aspects of the code, engaging business leaders, economic development organizations, and commercial developers.
- **Spanish-Language Focus Group:** A dedicated Spanish-language focus group will be organized, with outreach supported by the initial survey and community partnerships.

- **Format:** Initial technical memos will help identify issues to guide discussions. Focus groups and workshops will explore key challenges and opportunities, while individual interviews will offer deeper insights into specific stakeholder concerns. Each day-long event will culminate with a summary of key takeaways presented to County staff.

4) General Public Outreach via Project Website and ArcGIS Story Map

To reach a broader audience, an interactive project website and ArcGIS Story Map will serve as the central hubs for public participation.

- **Story Map Structure:** The Story Map will guide participants through a series of short, illustrated sections about zoning, planning, and development, providing accessible information to support informed feedback.
- **Interactive Feedback Opportunities:** At key intervals, participants will be prompted to provide input, comment on specific zoning issues, and highlight geographic concerns using interactive "pins" on a map. This feature will help contextualize zoning code concerns at a neighborhood and countywide scale.
- **Inclusive Participation:** The website will be promoted widely, with targeted outreach to ensure diverse and underrepresented groups are aware of the opportunity to provide feedback.

5) Follow-Up Focus Groups for Draft Code Recommendations Review

To implement Task 4, deliverable D2, follow-up focus groups will be held later in the process to discuss draft solutions identified in the report drafts. Stakeholders who participated in earlier charrettes, focus groups, and workshops will be actively encouraged to continue their involvement to ensure continuity and deeper engagement throughout the process.

- **Draft Review Process:** Focus groups will provide detailed feedback on report drafts, helping to refine recommendations before formal presentations to the public and decision-makers.
- **Outreach Continuity:** Special effort will be made to re-engage earlier participants to foster consistent input and ensure that voices heard earlier in the process have the opportunity to influence final outcomes.

Clackamas County - ZDO Diagnostic Report

Labor Class:	Otak				Urbsworks			Hours by Task	Labor Cost by Task	Expenses	TOTAL COST
	Planning Manager	Planner II	Planner I	Project Admin. Assistant	Sr. Project Manager	Urban Designer	Production & PM Assistant				
Hourly Rates through June 2025 (Averaged with Escalation over 14 months)	\$199.00	\$145.00	\$132.00	\$127.00	\$250.00	\$200.00	\$175.00				
Task 1: Project Management and Kickoff											
1.1 Project Startup Meetings	6	4	4	4	6	4	2	30	\$5,460	\$0	\$5,460
1.2 Develop Project Schedule	8	0	0	4	2	0	0	14	\$2,600	\$0	\$2,600
1.3 PMT Meetings (8 virtual)	8	4	4	4	8	0	2	30	\$5,558	\$0	\$5,558
Subtotal Task 1.0	22	8	8	12	16	4	4	74	\$13,618	\$0	\$13,618
Task 2: Requirements and Guidance Impacting Development											
2.1 Code Review and Preliminary Matrix	12	16	16	0	12	16	4	76	\$13,720	\$0	\$13,720
2.2 Technical Memo #1: Land use changes needed for TPR compliance	12	20	12	4	8	4	0	60	\$10,180	\$0	\$10,180
2.3 Technical Memo #2: Clear and objective standards and other housing legislation	4	16	4	0	22	12	4	62	\$12,244	\$0	\$12,244
2.4 Technical Memo #3: Changes need to support industry clusters, Comp Plan Chapter 8, transportation in dev. Standards	12	22	12	4	8	4	0	62	\$10,470	\$0	\$10,470
2.5 PMT Meetings (8 virtual)	8	4	4	4	8	0	2	30	\$5,558	\$0	\$5,558
Subtotal Task 2.0	48	78	48	12	58	36	10	290	\$52,172	\$0	\$52,172
Task 3: Review and Targeted Public Outreach											
3.1 Technical Memo #4: ZDO amendments to address housing and employment/commercial uses	8	24	8	4	12	14	2	72	\$12,786	\$0	\$12,786
3.2 Technical Memo #5: ZDO amendments for code and process efficiency	12	28	14	4	8	8	0	74	\$12,404	\$0	\$12,404
3.3 Outreach - including stakeholder survey, translation, deconstructed charrette as described in Attachment A	60	76	80	22	48	40	48	374	\$64,714	\$2,900	\$67,614
3.4 Online Outreach	8	12	26	12	4	0	6	68	\$10,338	\$800	\$11,138
3.5 Technical Memo #6: Summary of Engagement	6	14	0	2	2	0	2	24	\$4,328	\$0	\$4,328
3.6 County Staff Meetings (4 in person)	12	12	0	2	10	0	2	38	\$7,232	\$550	\$7,782
3.7 Policy Sessions (1 at Planning Commission, 1 at Board of Commissioners)	10	14	0	2	6	2	2	36	\$6,524	\$400	\$6,924
3.8 PMT Meetings (8 virtual)	8	4	4	4	8	0	2	30	\$5,558	\$0	\$5,558
Subtotal Task 3.0	124	184	132	52	98	64	64	716	\$123,884	\$4,650	\$128,534
Task 4: Draft and Final ZDO Diagnostic Report											
4.1 Draft ZDO Diagnostic Report	14	36	18	8	8	4	4	92	\$14,898	\$0	\$14,898
4.2 Focus Groups (4 in person, 1 virtual)	18	30	12	10	14	6	0	90	\$15,486	\$1,450	\$16,936
4.3 County Staff Workshops (2 in person)	14	10	0	4	8	0	0	36	\$6,744	\$700	\$7,444
4.4 PMT Meetings (8 virtual)	8	4	4	4	8	0	2	30	\$5,558	\$0	\$5,558
Subtotal Task 4.0	54	80	34	26	38	10	6	248	\$42,686	\$2,150	\$44,836
Task 5: Review of Online ZDO Options											
5.1 Technical Memo	2	2	8	0	6	4	12	34	\$6,144	\$0	\$6,144
Subtotal Task 5.0	2	2	8	0	6	4	12	34	\$6,144	\$0	\$6,144
Task 6: County Commission Meeting for Project Closeout											
6.1 County Commission Meeting	14	4	4	2	6	0	0	30	\$5,648	\$0	\$5,648
Subtotal Task 6.0	14	4	4	2	6	0	0	30	\$5,648	\$0	\$5,648
TOTAL ALL TASKS	264	356	234	104	222	118	96	1392	\$244,152	\$6,800	\$250,952

PROPOSAL CERTIFICATION FORM

Appendix

PROPOSAL CERTIFICATION
RFP #2024-62

Submitted by: Otak, Inc.
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:


SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Mandi Roberts Date: August 7, 2024
Signature:  Title: Director of Planning & Landscape Architecture
Email: mandi.roberts@otak.com Telephone: 206-949-2741
Oregon Business Registry Number: 153321-17 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____