



DAN JOHNSON
DIRECTOR

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

April 27, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners

Approval of a personal services contract with Jacobs Engineering for The Sunrise Gateway Corridor Community Visioning Project. Total value is \$3,262,229.00 until December 31st, 2024. Funding through State Operating Grants. No County General Funds are involved.

Previous Board Action/Review	4/25/23: Discussion item at issues		
Performance Clackamas	Build a Strong Infrastructure - By 2024, funding for the next phase (from 122nd-172nd) of the Sunrise Gateway multimodal corridor improvements will be committed from federal, state, regional and local funding sources		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jamie Stasny	Contact Phone	971.678.6406

EXECUTIVE SUMMARY: The Sunrise Gateway Corridor Community Visioning Project was developed to engage and collaborate with community to develop a vision for the corridor’s future. This vision will include transportation solutions, economic competitiveness analysis, health and equity framework, anti-displacement strategy and more. This plan is anticipated to build community alignment around the needed investments in the corridor and to empower the community to advocate for the funds necessary to implement the vision. This work is an important step toward creating the foundation needed to advance the Boards strategic goal to identify funding for the Sunrise Gateway multimodal corridor improvements.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on October 12, 2022, through RFP 2022-94. Proposals were publicly opened on November 16, 2022. The County received four (4) proposals in response to the RFP: Jacobs Engineering, Mackenzie Engineering, Inc. The Research Associates, Inc. and Morant McLeod. After review of the Proposals, contracting with Jacobs Engineering was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2022-94.

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RECOMMENDATION: Staff respectfully recommends that the Board approve and sign this professional services contract with Jacobs Engineering for the Sunrise Gateway Corridor Community Visioning Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7795**

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

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2024.
- 2. Scope of Work.** Contractor shall provide the engineering necessary to design the Sunrise Gateway Corridor Visioning Project (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **three million two hundred sixty-two thousand two hundred twenty-nine dollars (\$3,262,229.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. The Contract’s maximum not-to-exceed amount includes the total of all allowable and reimbursable costs and expenses, including optional Contingency Tasks (as defined in Exhibit A). Contractor may only perform Contingency Tasks upon the written approval by the County.
- 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. Contractor shall present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Payments to Contractor shall be made within thirty (30) days of invoice receipt and shall be made in accordance with ORS 293.462 to Contractor following the District’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: Jamie Stasny
- 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: Shelley Richards Phone: 503-201-1922 Email: shelley.richards@jacobs.com	County Administrator: Jamie Stasny Phone: 971-678-6406 Email: jstasny@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 three (3) 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, the conduct of Work, to the extent caused by any negligent act or omission of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify the District and Clackamas County, and their officers, elected officials, 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 negligent acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County (“County”), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel’s Office. District or County may assume their own defense and settlement at their 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 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 include the County as an additional insured on all required liability policies except for Workers Compensation and Professional Liability. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: with limits of \$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: with limits of \$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: with limits of \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County except for Workers Compensation and Professional Liability. 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. Contractor can offer a waiver of subrogation on all insurance policies except for Professional Liability.

- 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 Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent

to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor

were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

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

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

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

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

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

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

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature page to follow.

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

Jacobs Engineering Group, Inc.

Clackamas County

Gary F. Conner 4-12-2023
Authorized Signature Date

Chair Date

Gary F. Conner, Manager of Projects
Name / Title (Printed)

Recording Secretary

064469-83
Oregon Business Registry #

Approved as to Form:

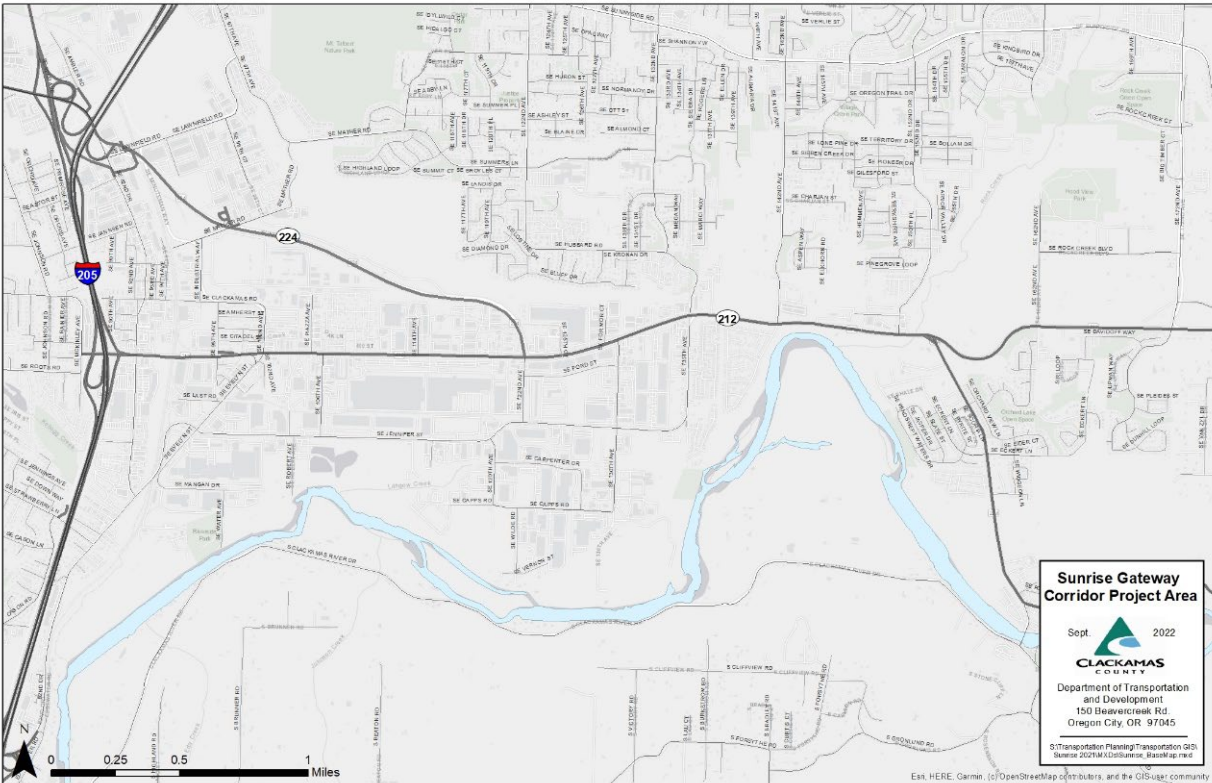
FBC/Delaware
Entity Type / State of Formation


County Counsel Date

EXHIBIT A SCOPE OF WORK

BACKGROUND:

The Sunrise Gateway Corridor (SGC), located just east of I-205 and north of the Clackamas River, follows Highway 212 and Highway 224 out to 172nd Ave. The area encompasses the Clackamas Industrial Area, which is home to numerous large employers, two schools, several mobile home communities, and one of the fastest growing cities in the greater Portland region.



It is home to more than 15,000 residents, 12% of whom are considered to be at or below 200% of the national poverty level and 15% above the age of 65, as well as 24% of households with at least one person with a disability*.

**Based on seven Census Block Groups within the project area from 2020 5-Year American Community Survey (ACS) estimates*

Since 1988 this corridor has been recognized as one of the most essential transportation routes in the State of Oregon.

- It provides a critical link and freight access from I-205 to U.S. 26 (Mt. Hood Highway), the recreation areas of Mt. Hood and on to central and eastern Oregon.
- It is home to one of the state's busiest and most critical freight distribution centers, the Clackamas Industrial Area, including over 800 businesses employing over 14,000 people.
- It serves eastern Clackamas County including Happy Valley, one of Oregon's fastest growing cities, and the Rock Creek Employment Center (RCEC) area. (The RCEC was brought into the Urban Growth Boundary (UGB) in 2002. While it is currently underserved with failing intersections and a lack of multi-modal facilities, it is expected to provide thousands of new jobs and increased investment in coming years.)

- It provides a gateway between the vibrant Portland metropolitan area and the premier recreation resources available in Clackamas County, including the Clackamas River Corridor and the Mt. Hood National Forest. Congestion has been building along the corridor and surrounding area as population grows and more and more people visit these scenic areas.
- It also is the primary access to rapidly growing eastern Clackamas County cities including Sandy, Estacada and the Villages at Mount Hood

Highways 212 and 224 do not have the capacity to handle the increased traffic expected from projected job and residential growth in the corridor. In fact, the failing intersection at Highway 212 and 224 has created a barrier to development in adjacent areas that are dependent upon this intersection. Happy Valley has been one of the fastest growing cities in Oregon for years, and Estacada, just south of the corridor, is also growing rapidly. Congestion limits the capacity to handle future growth and, if left as is, could preclude future development.

The Portland metropolitan region has been working for many years to solve the transportation issues in this area. After years of public involvement, community participation and environmental investigation, on February 23, 2011, the Federal Highway Administration (FHWA) signed a Record of Decision (ROD) providing the necessary federal clearances for construction of the Sunrise Project. The project included construction of a new east-west transportation facility to resolve safety issues and reduce congestion on Highway 212/224. Phase 1, completed in 2017, included a new road from I-205 at the Milwaukie Expressway to SE 122nd Avenue, with a multi-use path and local roadway connections.

After construction of Phase 1 was completed, Clackamas County worked with local and regional partners to advance Sunrise Gateway Corridor Planning work. During the development of Metro's 2020 Regional Investment Ballot Measure the region made significant progress on evolving and right sizing the design of the Sunrise Gateway Corridor facility and developing complementary project components on the existing HWY 212 corridor. The resulting evolved design concept will serve as a starting point for this visioning project.

Clackamas County recognizes that plans for the future of this corridor must be grounded in equitable development through meaningful partnerships with the people who live, work and own businesses in the area. The process will specifically involve historically marginalized people who have been traditionally excluded from the decision-making process, such as those experiencing poverty and people of color.

This project will analyze transportation and land use scenarios that also consider economic opportunities, community health, equity, other infrastructure, open space, and housing for the Sunrise Gateway Corridor along Highway 212 from 122nd Avenue to 172nd Avenue. The plan will also take into consideration the current and projected future impacts of climate change and climate actions needed to respond to that change.

PROJECT DESCRIPTION:

The Sunrise Gateway Corridor Community Visioning Project (Visioning Project) will employ meaningful community engagement to create a vision that will identify challenges and opportunities to increase the safety and viability of the corridor for years to come. This project will take a multi-disciplinary approach to identifying community needs and existing issues within the corridor. Outcomes of the Visioning Project may include recommendations for refinements to or re-evaluation of the Clackamas County and Happy Valley comprehensive plans, other infrastructure plans, transportation system plans (TSPs), the Oregon Department of Transportation (ODOT) Sunrise Final Environmental Impact Statement (FEIS), the Metro Regional Transportation Plan (RTP) and the Metro and State Transportation Improvement Programs.

The product of this visioning project will be a document with a clear, community-supported vision and recommended actions for land use, housing, community health, the transportation system and other infrastructure in the area. It will inform future infrastructure, health and economic investments needed within the project area and needed to support the broader urban, unincorporated Clackamas County area.

The final product will analyze health impacts, economic opportunities, and other infrastructure, and take into consideration the current and projected future impacts of climate change and climate actions. This effort is also intended to help build relationships with community and to improve engagement approaches for future projects.

TASK LIST:

▪ **Task 1 – Project Management & Coordination**

Consultant shall manage the project and work with Clackamas County (Agency) to develop a project decision-making process and management structure, with revisions as needed based on feedback through the process.

Assumptions:

- Project duration: 24 months, viewed in minimum of 4 phases (preparatory and data collection phase, main community and stakeholder engagement phase, analysis and report generation phase, and contingency 10% design phase), duration of which will be outlined in the project schedule
- Virtual meeting platforms: Microsoft Teams and Zoom, hosted by Consultant
- In person public meetings (such as public open house or workshop): At publicly accessible venues near project area, suitable for public and hybrid meetings that provide communication, audio and visual technology for online viewing and participation, as needed.
 - Up to four (4) meetings listed below shall be in person to facilitate better initiation of standing committees and discussion for special issues.
- File management and storage: Share-Point, hosted by Consultant

This task shall include the following assumptions and subtasks:

Task 1.1 – Standing committees and team structure and chartering

In coordination with Agency, Consultant shall develop SC, PMT and TAC team and standing committees charters, rosters, and organizational chart. Consultant shall prepare a structure for project governance, decision making, and escalation process showing how standing committees and teams fit into the structure.

Task 1.2 – Steering Committee (SC) Meetings

Consultant shall schedule, develop agendas, facilitate, and attend meetings of the Steering Committee that will include, but not be limited to, community members, agency representatives (including but not limited to Clackamas County, Happy Valley, Metro and ODOT). Consultant shall prepare meeting summaries that include action items and a decision log.

Task 1.3 – Project Management Team (PMT)

Consultant shall schedule, develop agendas, facilitate, and attend meetings with the Project Management Team including but not limited to Clackamas County, Happy Valley, ODOT, Metro, TriMet and appropriate small transit provider project managers. Consultant shall prepare meeting summaries that include action items and a decision log.

Task 1.4 – Technical Advisory Committee (TAC) Meetings

Consultant shall schedule, develop agendas, facilitate, and attend meetings of a project Technical Advisory Committee (TAC) including but not limited to representatives from Clackamas County, Happy Valley, ODOT, Metro, and TriMet, Small Transit Provider, as well as other appropriate special districts. Consultant shall prepare meeting summaries that include action items and a decision log.

Task 1.5 – Leadership Cohort Meetings

Consultant shall schedule, develop agendas, facilitate, and attend meetings of the Leadership Cohort that will include, but not be limited to, community members, business community members, local

residents, educational institutions representatives (including but not limited to from Clackamas County, Happy Valley, and other communities and neighborhoods). Consultant shall support the recruitment process by actively engaging community members to join the Leadership Cohort. Consultant shall prepare meeting summaries that include action items and a decision log.

Task 1.6 – Meetings

Task 1.6.1 – Kick off meeting

Consultant shall schedule, prepare, facilitate, and follow up a Kick-off meeting (KOM) for the project. Consultant shall prepare meeting summary that include action items and decision log, following the KOM.

Task 1.6.2 – Status meeting with Agency PM

Consultant shall regularly meet with Agency PM to status check the project, plan upcoming activities and deliverables and review any issues. It is assumed Consultant PM and Agency PM will meet weekly for the duration of the project and meetings will be no longer than 1 hour.

Consultant shall hold up to one hundred (100) meetings with Agency PM.

As part of this task, Consultant shall support Agency PM in PM functions such as correspondence, scheduling, team and committee management, documentation, file management, and preparation of materials and data for status reports and updates.

Task 1.6.3 – Site Visit

Consultant shall schedule, prepare, and facilitate a Site Visit in the project area. To the extent possible, Site Visit and KOM will be scheduled on the same day and be held in person.

Task 1.6.4 – Subteam meetings with Agency technical experts

As needed, Consultant shall schedule, prepare, facilitate, and follow up on subteam meetings with technical experts from Agency and project partners (including but not limited to representatives from Clackamas County, Happy Valley, ODOT, Metro, and TriMet) to discuss technical issues. It is assumed that meeting summaries are not required for subteam meetings. Consultant shall hold up to twelve (12) subteam meetings.

Task 1.6.5 – Coordination meetings for Consultant team only

As needed, Consultant shall schedule, prepare, facilitate, and follow up on meetings with consultant technical experts to discuss technical issues. It is assumed that meeting summaries are not required for these meetings. Consultant shall hold up to forty-eight (48) coordination meetings.

Task 1.7 – Project Schedule

Consultant shall prepare and update the project schedule.

Task 1.8 – Quality Assurance and Control

Consultant shall perform Quality Assurance (“QA”) to coordinate and manage Quality Control (“QC”) reviews before submittal of deliverables, plans, design, computations, and estimates in conformance with Consultant’s Quality Management policy. Consultant shall coordinate between design disciplines so that the design is in conformance with applicable design standards (in place at time of Project). Quality Control documentation shall be kept on file. It is assumed that there are no deliverables for this task.

Task 1.9 – Project and contract management and invoice preparation

Consultant shall provide on-going coordination and communication as needed to appropriately manage this project. Consultant shall guide and direct the Consultant team in conformance with applicable requirements of the project and its goals and objectives. Consultant’s Project Manager shall be the primary point of contact and shall communicate with Agency regarding project status, discuss issues or concerns, and monitor progress, budget and expenditures.

Consultant shall prepare monthly progress reports and invoices in a format approved by Agency. Invoice and progress report shall include updated schedule, work completed and upcoming, any issues or changes, and percentage complete versus percentage spent by task.

Consultant Deliverables: Consultant shall provide:

- Draft project charters for standing committees.
- Final project charters for standing committees.
- Monthly invoices and reports with updated schedule, work completed and upcoming, any issues or changes, and a percentage complete versus percentage spent by task.
- Coordination and materials for meetings, as indicated above.
 - Provide draft agenda 2 business days prior to meeting (SC, TAC).
 - Provide draft meeting summary 10 business days after the meeting. Agency to review. Incorporate comments for final meeting summary 5 days after received Agency comments. (SC, TAC).
- Prepare, attend and follow up for up to twelve (12) Steering Committee meetings.
- Prepare, attend and follow up for up to thirty-six (36) Project Management Team meetings.
- Prepare, attend and follow up for up to twelve (12) Technical Advisory Committee meetings.
- Prepare, attend and follow up for up to twelve (12) Leadership Cohort meetings.
- Prepare, attend and follow up for the Kick-off meeting.
- Prepare, attend and follow up for up to one hundred (100) Status Meetings.
- Prepare, attend and follow up for a Site Visit.
- Prepare, attend and follow up for up to twelve (12) Subteam Technical meetings.
- Prepare, attend and follow up for up to forty-eight (48) Consultant Coordination meetings
- Draft and final Project Schedule

▪ **Task 2 – Community Collaboration and Engagement**

Consultant shall work with the project team to develop and implement a robust, equitable community and public engagement strategy. This strategy will:

- allow an opportunity for a variety of viewpoints to inform the project, including alternatives that consider how benefits and impacts are distributed.
- allow for community and stakeholder involvement to inform and guide project recommendations.
- prioritize the inclusion of historically marginalized communities, particularly those who live, work, travel through, and own businesses in the project area, so they may contribute their knowledge and help shape project outcomes, and to build community connection and resilience.
- consider equity and an equity lens, and mechanisms for implementing and evaluating the equity lens application.
- be consistent with federal requirements to ensure products of the visioning process can be included and applied within other federal planning and environmental processes.
- be informed by engagement requirements in the State Transportation Planning Rule so products can be used in Oregon planning processes, including requirements of Oregon Climate-Friendly and Equitable Communities (CFEC) rulemaking OAR 660.012.0410 (including but not limited to BIPOC engagement, equitable mapping, identification of climate-friendly areas, provisions for multi-modal systems, provisions for parking limitations based on rule guidance, community engagement, etc.)
- include a multi-pronged approach to engage elected and community stakeholders through a variety of techniques.

Task 2 shall include the following subtasks:

Task 2.1 – Project Planning and Early Project Setup

The Consultant, in coordination with Agency staff, shall develop a detailed engagement plan (Community Collaboration and Engagement strategy) that outlines the major approach, messages, audiences, and

strategies that will be used to engage the community during this work. The engagement plan will include the following components or comparable methods:

- Consistent messaging and explanation of benefits to the community and public
- Stakeholder mapping to vocalized issues and contact
- Formation of committees as part of Task 1
- Development of partnerships with community-based organizations to engage and seek feedback from community leaders, residents, property owners, business owners and other stakeholders
- Documentation of partners via Project Partners List and Interested Parties List, to be created and maintained by the Consultant team through the length of the project. Interested Parties list should include and build upon existing list generated from Clackamas County website (to be provided by Agency)
- Identification of tactics to engage and remove barriers for participation for stakeholders representing a variety of perspectives and backgrounds (e.g., translation, trans-creation, interpretation, transportation support, stipends, childcare, food, and other incentives)
- Key project messages

Task 2.1.1 Community Collaboration and Engagement Subteam meetings

Regular meetings for Agency and Consultants working on Community Collaboration and Engagement tasks. Ongoing project planning, status checks, and review of action items, issues, and decision logs.

- Assumption: monthly meeting, up to eighteen (18)

Consultant Deliverables – Consultant shall provide:

- Coordination and materials for meetings, as indicated above.
 - Provide draft agenda 2 business days prior to meeting (Task 2.1 meetings).
 - Provide draft meeting summary 10 business days after the meeting. Agency to review. Incorporate comments for final meeting summary 5 days after received Agency comments (Task 2.1 meetings).
- Prepare, attend and follow up for the Task 2.1 meetings to plan and strategize the Community Engagement effort
- Prepare, attend and follow up for the Task 2.1.1 subteam meetings
- Project Partners List
- Interested Parties List
- Draft Community Collaboration and Engagement strategy. Agency to review.
- Final Community Collaboration and Engagement strategy
- Up to six (6) stakeholder interviews with stakeholders to assist in the development of the engagement plan and project messaging
- Preparation, attendance, facilitation and follow up for Community Collaboration and Engagement Subteam meetings (up to 18)

Task 2.2 – Public Information Materials and Graphic Support

The Consultant, in coordination with Agency staff, shall develop materials, online content, and graphics to support the project and the community engagement approach. Public information materials may include fact sheets, email updates, presentations, web content, online surveys, talking points, social media content, and social media outreach support. Updates to information material content may be needed at key project milestones and decision points. Project branding will follow Clackamas County standards. The project website shall be informative and interactive and be hosted by Agency. Content for website email updates, newsletters, social media will be updated at key project phases and decision points (up to three (3) website content updates) and support project engagement activities at key feedback points. It is assumed that translation and transcreation will be provided for the following languages: Spanish, Chinese (Mandarin), Vietnamese, and Russian.

Consultant Deliverables – Consultant shall provide:

- Project Logo and branding

- Draft fact sheets, presentation slides, and talking points. Agency to review
- Final fact sheets, presentation slides, and talking points
- Content for interactive website, including up to three (3) content updates
- Content for up to twenty-four (24) email updates/newsletters to interested parties / key communicators to be distributed by Agency
- Social media content, to be distributed by Agency
- Content and questions to support online surveys
- Translation and transcreation of fact sheets, email updates/newsletters, and mailings, in languages listed above
- Videos – up to two (2) with medium level of effort for production, 3-5 minutes in length
- Support for translation and transcreation of written project materials
- Final native design files of all outreach materials

Task 2.3 – Stakeholder Engagement, Community Partnerships, and Public Meetings

The Consultant, in coordination with Agency staff, shall help to develop, plan, schedule, and support briefings and events with community groups, agencies, property owners, and the public. The Consultant shall work on implementation of components of the Community Collaboration and Engagement Strategy throughout the project.

Consultant Deliverables – Consultant shall provide:

- Presentations to stakeholder, community and business groups (identification of groups, scheduling, content of presentations), up to fifteen (15)
- Community meetings/town halls (both in-person and virtual) to be conducted throughout the project process as appropriate, included above
- Planning and development of content and graphics to support up to three (3) open houses and online open houses
- Stakeholder focus groups, up to six (6)

Task 2.4 – Database and Comment Tracking

The Consultant shall track project contacts as well as their comments, responses, and engagement participation throughout the course of the project. The Consultant shall record information on an ongoing basis, as communications are received and responded to, and assist in preparing and managing responses to public comments and questions.

Consultant Deliverables – Consultant shall provide:

- Entry of up to 120 data entry points, including email addresses, emails and other communications, comments, survey responses, contacts, and activities
- Ongoing development of responses to incoming questions and comments related to the project from the public, stakeholders, and corridor property owners
- Up to three (3) comment summary reports to be presented at key milestones
- Final record of project contacts, comments, and responses

Task 3 - Create Health and Equity Framework

This project aims to intentionally embed equity into the process and design from the beginning to create a platform to understand, connect and deliver equity, and dignity, through a respectful and collaborative approach moving together towards a more equitable engagement based on upholding responsible approaches.

An important first step will be to develop the health and equity lens and identify how it is integrated into the vision, strategy and how they can serve as “guiding principles” during the life of the project. This framework shall be incorporated into the final vision and include detail on how equity and health can serve to guide future decision making. Consultant shall prepare a draft version of the Health and Equity Framework for PMT review and a final version that includes or addresses PMT and Agency comments.

This effort shall:

- Define health and equity in context of this project and its connection to project purpose and need
- Develop health and equity into a set of guiding principles to inform and guide the planning process
- Identify/confirm strategies to incorporate health and equity throughout the project.

Task 3.1 Workshops (up to two (2))

A series of two workshops will be designed to focus on intentional engagement and lessons learnt. Community engagement is about transforming our community fabric through authentic partnerships. It has become a particularly important strategy in low-income and immigrant communities. This session will address the dilemma, share stories and lessons learned to create better understanding in equitable engagement for future partnership.

Task 3.2 Health and Equity Framework checks

Consultant shall schedule, prepare, facilitate and follow up on Health and Equity Framework checks to ensure that the goals are being reflected in ongoing project work. Up to six (6) meetings are assumed.

Task 3.3 Health and Equity Framework Report

Consultant shall prepare a Draft Health and Equity Framework Report summarizing the health and equity work with the community and outcomes, “guiding principles”, and strategy for implementation. Agency will review and provide comments. Consultant shall update the report into a Final Health and Equity Framework Report upon receipt of compiled, non-conflicting comments.

Consultant Deliverables:

- Up to 2 workshops
- Up to 6 Health and Equity Framework check meetings
- Draft Health Equity Framework report
- Final Health Equity Framework report

▪ Task 4 – Existing Conditions

Task 4.1 Document Historical Context and Storytelling

Understanding and articulating the cultural, historical, geographical and environmental significance of this corridor will be a critical step to guide the visioning process.

This process shall include the following components:

- Develop a land acknowledgement in consultation with tribes that have a historical and cultural connection to the project area or are part of their ceded lands. Use existing Clackamas County Land Acknowledgement, with any adjustment necessary for project area, if needed and to be approved by Agency. Clackamas County Land Acknowledgement can be found at <https://www.clackamas.us/diversity#landacknowledgement> and is stated as follows:

Land Acknowledgement

What we now call Clackamas County is the traditional lands and waterways of the Clackamas, Chinook Bands, Kalapuya, Kathlamet, Molalla, Multnomah, Tualatin, Tumwater, Wasco and many other tribes of the Willamette Valley and Western Oregon. We will never be able to name every tribe that visited or lived upon this land because these communities frequently traveled for trade and other reasons. The Indigenous people lived, traded and navigated along great rivers and tributaries presently named the Clackamas, Molalla, Pudding, Sandy, and Willamette. Many of the original inhabitants of this land died from disease, war and other conflicts. Those that survived these tragedies were forcibly removed and relocated by European settlers and the United States Government because of the land’s value. Today, their descendants live on, still carrying on the traditions and cultures of their ancestors.

We honor the Native American people of Clackamas County as a vibrant, foundational and integral part of our community here today. We respectfully acknowledge Wy’east, also known as

Mount Hood, and Hyas Tyee Tumwater, also known as Willamette Falls, as sacred sites for many Native Americans. We thank those who have connection to this land and serve as stewards, working to ensure our ecosystem stays balanced and healthy. Acknowledging the original people of the land is a simple, powerful practice that demonstrates respect by making indigenous people's history and culture visible. It is also a small step along the path toward reconciliation and repair. Please join us in taking this opportunity to thank and honor the original caretakers of this land.

- Using existing data, demographic information and plans, uncover and tell the story of the corridor using cultural, historical, geographical and environmental context.
- Develop a foundational story of the corridor, including infographics.
- Prepare Draft Technical Memorandum #4.1 documenting the findings of the historical context and storytelling effort. Based on a non-conflicting set of comments provided by Agency, prepare a Final Technical Memorandum #4.1.

Consultant Deliverables: Consultant shall provide:

- Land acknowledgement statement adjusted for project area, if needed, as part of Technical Memorandum #4.1
- Draft Technical Memorandum #4.1 – Historic Context and Storytelling
- Final Technical Memorandum #4.1 – Historic Context and Storytelling

Task 4.2 Review Past, Current and Future Work In and Near the Corridor

Consultant shall coordinate with the project team to review past and current efforts identifying past work related to transportation facilities for all modes, including but not limited to Sunrise FEIS, Sunrise Phase 1 project, work produced for the 2020 Regional Investment Ballot Measure, including the Sunrise Gateway Corridor Concept Plan, Pleasant Valley North Carver Plan, Clackamas to Columbia plan, Clackamas County Comprehensive Plan, Happy Valley Comprehensive Plan, Clackamas County Transit Development Plan, Rock Creek area planning reports and safety and operations data gathered from previous efforts along the corridor.

Consultant shall identify current and planned projects in and near the project area for coordination and incorporation. Consultant shall identify state and local plans and policies (Metro, Clackamas County, and City of Happy Valley) that are relevant to the study effort.

Consultant shall focus the review within following topics:

- Land Use plans and current/future work
- Transportation plans and current/future work
- Community and Business plans and current/future work
- Economic plans and current/future work

For the Transportation plans topic, Consultant shall describe utilities in the corridor, if utilities plan data is available.

For the Community and Business plans topic, Consultant shall describe past plans, work and changes in the demographics (communities and businesses) using qualitative description of changes.

Consultant shall prepare Draft Technical Memorandum #4.2 documenting the applicable plans and identified projects within the study area and associated scope of work. Based on a non-conflicting set of comments provided by Agency, Consultant shall prepare a Final Technical Memorandum #4.2.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #4.2 – Plans Review
 - Chapter: Land Use plans and current/future work
 - Chapter: Transportation plans and current/future work
 - Chapter: Community and Business plans and current/future work
 - Chapter: Economic plans and current/future work
- Final Technical Memorandum #4.2 – Plans Review

Task 4.3 Existing Conditions in the Study Area

Consultant shall coordinate with the project team to collect and review data describing existing conditions in the project area. Consultant agrees not to redistribute any and all GIS data provided by the County, that is not already publicly available.

Consultant shall focus the review within following topics:

- Land Use data and conditions, for metrics and entities with publicly available data
- Transportation data and conditions, including utilities, if data is available
- Community and Business data and conditions, for metrics and entities with publicly available data
- Economic data and conditions, for metrics with publicly available data

It is assumed that some of the data and conditions, such as data and descriptive characteristics for private utilities, housing, and businesses, for example, is not available. Consultant shall include and conduct analysis of publicly available data.

Consultant shall collect and prepare existing conditions for the following:

- Land Use Conditions
 - Prepare a parcel-based land use survey for parcels, via desktop research and data gathering. The survey should identify existing land uses in detail including parcel size, type of use, zoning, number and type of structures, number of existing parking spaces, and access to public utilities, if available.
 - Identify open space, natural areas, parks, and trails
- Community and Businesses
 - Based on the land use survey, identify housing units by type, including type of unit, size, condition, and owner/renter status.
 - Using tools such as community surveys, site visits, and literature/data reviews, evaluate existing conditions for physical activity, social connection, physical health, heat exposure, and overall stress and well-being.
- Transportation Conditions
 - Use past studies, data analysis (including, StreetLight) and/or models to evaluate current corridor travel conditions (travel time by time of day) and patterns (origin-destination pairs to/from the study area) for all modes.
 - Identify locations and causes of congestion and delay based on the existing operations analysis.
 - Coordinate with project team and Agency technical experts to collect data and prepare intersection operations weekday a.m. and p.m. peak hour analysis for up to fifteen (15) intersections. These may include the following intersections:
 - OR 213 SB off-ramp/I-205 SB on-ramp/OR 224
 - OR 213 NB access/I-205 SB off-ramp/OR 224
 - I-205 NB on-ramp/OR 224
 - SE 122nd Avenue/OR 212
 - SE 135th Avenue/OR 212
 - SE 142nd Avenue/OR 212
 - SE 152nd Avenue/OR 212
 - OR 224/OR 212
 - SE 172nd Avenue/OR 212
 - SE 122nd Avenue/SE Jennifer Street
 - Identify locations and causes of congestion and delay based on the existing operations analysis
 - Identify existing transit services including route, frequency, stop locations, total ridership, boarding/alighting per stop and future plans for transit improvements.
 - Assemble an inventory and identify vehicle crash patterns utilizing the most recent available 5-year crash data, as provided by Agency for study segments and intersections (Agency will collect data from Clackamas County, ODOT, and Happy Valley).
- Utilities

- Identify existing utilities and their distribution/collection networks, using readily available GIS data. Include wastewater, drinking water, storm water, power, data and telecommunications, natural gas, and other known utilities, if available, on a GIS map.
- Economic Conditions
 - Identify existing economic conditions, if data is publicly available, including but not limited to:
 - Employment location, estimated number of employees, and breakdown of job by type
 - Identify workforce availability
 - Using the land use survey, map vacant or under-utilized commercial or industrial property.
 - Identify properties with existing incentives (enterprise zones, urban renewal, TIF, rebates)
 - Employment rate
 - Average Wages
 - Cost per square foot
 - Existing vacant structures & their features (i.e. vacant warehouse)

Prepare Draft Technical Memorandum #4.3 documenting the existing conditions with the study area including summary chapters on land use, community, businesses, transportation, economics, and utilities within the study area. Based on a non-conflicting set of comments provided by the Agency, prepare a Final Technical Memorandum #4.3.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #4.3 – Existing Conditions:
 - Chapter: Land Use Existing Conditions Summary
 - Chapter: Community and Business Existing Conditions Summary
 - Chapter: Transportation Data Summary
 - Chapter: Economic Existing Conditions Summary
 - Chapter: Utility GIS Map
- Final Technical Memorandum #4.3 – Existing Conditions

Task 4.4 Future Conditions in the Study Area

Consultant shall prepare a future conditions analysis of the study area comprised of four technical chapters, including: Land Use, Community and Businesses, Economics, and Transportation (including Utilities), as appropriate to meet the intent of the project. These chapters shall include the following:

Land Use

- Prepare future 2045 population and employment figure based on existing zoning
- Identify trends and influences
- Identify housing needs based on population growth
- Identify employment growth areas

Transportation

- Use the Metro Travel Demand Model runs to prepare 2045 projected volumes at study intersections. Volume runs provided by Agency (Metro will prepare volume runs using County funding allocation for Consultant's use).
- Coordinating with Agency technical experts, prepare intersection operations weekday p.m. peak hour analysis for study intersections. Upon approval by Agency, the following intersections may be included:
 1. OR 213 SB off-ramp/I-205 SB on-ramp/OR 224
 2. OR 213 NB access/I-205 SB off-ramp/OR 224
 3. I-205 NB on-ramp/OR 224
 4. SE 122nd Avenue/OR 212

5. SE 135th Avenue/OR 212
 6. SE 142nd Avenue/OR 212
 7. SE 152nd Avenue/OR 212
 8. OR 224/OR 212
 9. SE 172nd Avenue/OR 212
 10. SE 122nd Avenue/SE Jennifer Street
- Identify future no-build gap and deficiencies

Utilities

- Identify any future utility gaps or deficiencies based on project 2045 population and employment data

It is assumed that Community and Businesses future conditions can be included in the Land Use portion of this analysis and that the Economic future conditions will be delivered with Task 8 – Economic Competitiveness Report.

Consultant shall prepare Draft Technical Memorandum #4.4 documenting the future 2045 background no-build conditions within the study area including summary chapters on land use, transportation, and utilities within the study area, as needed. Based on a non-conflicting set of comments provided by the Agency, prepare a Final Technical Memorandum #4.4.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #4.4 – Future Conditions:
 - Chapter: Land Use Future Conditions Summary
 - Chapter: Transportation Analysis Summary
 - Appendix: Utility Gaps Summary
- Final Technical Memorandum #4.4 – Future Conditions

▪ **Task 5 – Create the Vision and Evaluation Framework**

Task 5.1 Define project goals, opportunities, and desired outcomes

Using input gathered through implementation of the Community and Public Engagement Strategy and the Existing Conditions technical memorandum, Consultant shall frame the discussion of priorities of policy makers, stakeholders and the public to clarify the project vision and define project goals and values. Then, Consultant shall use these goals and values to guide the development of an evaluation framework that includes applicable criteria and measures to evaluate design concepts and scenarios, and guide selection of recommended land use and transportation actions.

Development of the goals and values should be an iterative process to ensure that stakeholders have been heard and understood.

Consultant shall include identification of desired objectives for project components including but not limited to:

- Social equity
- Economic competitiveness
- Community health
- Safety
- Climate action
- Transportation infrastructure for all modes (pedestrian, bicycle, vehicles, freight)
- Off road trails and multi-use paths
- Transit services
- Land use
- Open space and parks
- Housing
- Utilities

Consultant shall prepare Draft Technical Memorandum #5.1 describing the vision, goals and values for the study area and indicating desired outcomes and opportunities. Technical memorandum shall include documentation of the process used to develop the vision, goals and values. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Technical Memorandum #5.1.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #5.1 – Project Vision & Goals
- Final Technical Memorandum #5.1 – Project Vision & Goals

Task 5.2 Develop Evaluation Criteria

Consultant shall develop evaluation criteria to guide the development of land use and transportation concepts and scenarios that reflect the vision and goals and include quantitative and qualitative measures. Evaluation criteria will be developed collaboratively among the Consultant, Agency technical experts, project partners and through feedback from public engagement. Potential metrics could assess:

- Reliability, travel times, hours of congestion, resiliency, etc. for travel markets and modes
- Freight mobility
- Travel demand volumes (not service volumes) on primary and secondary diversion routes and modes for typical weekday peak hours
- Transit accessibility and performance
- Regional economic impacts
- Multi-modal system completeness assessment
- Access to jobs and destinations
- As feasible, social equity, including access to jobs and destinations for Black, Indigenous, and People of Color (BIPOC) and economically disadvantaged communities
- Water quality and flooding issues
- Cost effectiveness (using order of magnitude ranges)
- Corridor-level and regional climate analysis and evaluation
- Greenhouse gas reduction and assessment of VMT per capita
- Safety, including causes and types of crashes for all modes
- Other metrics required by state and regional guidance for transportation and land use planning
- Economic competitiveness factors

Consultant shall prepare Draft Technical Memorandum #5.2 describing the evaluation criteria based on feedback from technical committee, project management team, steering committee and public engagement. Based on a non-conflicting set of comments provided by the Agency, prepare a Final Technical Memorandum #5.2.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #5.2 – Evaluation Criteria
- Final Technical Memorandum #5.2 – Evaluation Criteria

▪ **Task 6 – Scenario Development and Evaluation**

With the project vision, goals, and evaluation criteria in mind, and starting with the concept developed during the funding measure, the Consultant shall develop up to three (3) conceptual land-use/transportation scenarios considering changes in zoning and density within the study area. The land use approach will be surgical in nature protecting the existing Regionally Significant Industrial Area (RSIA). Transportation scenarios will be composed of multimodal solutions that will be needed to complement the Sunrise Gateway Corridor Concept Plan and support any increased density within the study area. These may include roadway and transit capital projects and programs, transit service modifications, trip reduction strategies, Transportation Demand Management (TDM) strategies, Transportation System Management & Operations (TSMO) strategies, and emerging technologies and land use policies.

The land use elements of each scenario should clearly indicate the types of changes that would be required, and the impacts to the various project components listed in Task 5.1.

Community Collaboration and Engagement Strategy shall engage with the community and get feedback about the scenarios.

Consultant shall prepare Draft Technical Memorandum #6A describing and illustrating the land use scenarios developed from the public workshop series. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Technical Memorandum #6A.

Consultant shall prepare Draft Technical Memorandum #6B documenting the proposed changes in population and employment and associated trip generation and distribution within the study area under each scenario. Consultant shall modify the double-line concept design layouts (2D layouts only) from the Sunrise Gateway Corridor Concept Plan to identify needed transportation improvements and potential impacts associated with up to three (3) scenarios. Consultant shall prepare preliminary transportation improvement cost estimates for each updated scenario. Based on a non-conflicting set of comments provided by the Agency, consultant shall prepare a Final Technical Memorandum #6B.

Consultant shall prepare Draft Technical Memorandum #6C to evaluate the three scenarios using the evaluation criteria from Task 5 and the likelihood of the options to meet the project goals, indicate how evaluation criteria was applied, and provide justification of how and to what extent each scenario achieves the project vision and goals. Based on a non-conflicting set of comments provided by the Agency, consultant shall prepare a Final Technical Memorandum #6C.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #6A – Land Use Scenarios
- Final Technical Memorandum #6A – Land Use Scenarios
- Draft Technical Memorandum #6B – Future Scenario Transportation Analysis
- Final Technical Memorandum #6B – Future Scenario Transportation Analysis
- Draft Technical Memorandum #6C – Scenario Development and Evaluation
- Final Technical Memorandum #6C – Scenario Development and Evaluation

▪ **Task 7 – Preferred Concept Selection**

Using the information compiled in Task 6 Scenario Development and Evaluation, Consultant shall use the tools identified in the Community Collaboration and Engagement Strategy to engage with the community and get feedback about the preferred concept. The Steering Committee will be used to develop the recommendations for the preferred concept, with the support of the TAC and Agency managers.

Engagement with the project stakeholders and the public should be conducted using the scenario description and evaluation materials developed in Tasks 5 and 6 to secure input on the preferred concept. Participants should be asked to rank each of the scenarios based on the evaluation criteria identified in Task 5.

Consultant shall prepare a Draft Preferred Concept Technical Memorandum #7 on the results of the engagement and analysis of the results. Consultant shall document how the vision and goals for the Sunrise Gateway Project Area are addressed. The technical memorandum shall describe what modifications to the Sunrise Gateway Corridor Concept Plan are needed to support the preferred concept, provide a refined double-line concept plan from the Sunrise Gateway Corridor Concept Plan and an updated cost estimate, address requirements in the state Transportation Planning Rule (as part of Task 14) and identify the next steps for NEPA (as part of Tasks 11 and 12) and inclusion in the upcoming Metro RTP.

Based on a non-conflicting set of comments provided by the Agency, prepare a Final Preferred Concept Technical Memorandum #7.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #7 – Preferred Concept

- Final Technical Memorandum #7 – Preferred Concept

▪ **Task 8 – Develop Economic Competitiveness Report**

Task 8.1 Economic competitiveness analysis strategy and approach

The Consultant, in coordination with Agency staff, shall prepare, attend and facilitate up to one (1) meeting to strategize a detailed plan for Economic Competitiveness Analysis and Report. Consultant shall outline the major approach, tools and strategies that will be used to meet the intent of the project.

Consultant Deliverables: Consultant shall provide:

- Coordination and materials for meeting, as indicated above
 - Provide draft agenda 2 business days prior to meeting (Task 8.1 meeting)
 - Provide draft meeting summary 10 business days after the meeting. Agency to review. Incorporate comments for final meeting summary 5 days after received Agency comments (Task 8.1 meeting)
- Prepare, attend and follow up for the Task 8.1 meeting

Task 8.2 Economic Competitiveness Report

Using the economic competitiveness factors identified in Tasks 4.3, 5.1, 5.2, Consultant shall identify challenges and opportunities for economic development in the area. Consultant shall:

- Analyze regional competitiveness of the area, including both the established Clackamas Industrial Area and the largely undeveloped Rock Creek Employment Center, given national and regional trends and existing conditions in the area from the Economic Conditions Report in Task 4.3.
- Describe how the Sunrise Gateway Concept for Highway 224 could impact the area’s economic competitiveness for different types of businesses and industries.
- Evaluate opportunities and challenges associated with the anticipated changes to economic competitiveness at a regional/county scale and for existing residents and businesses including using the economic competitiveness factors identified in Tasks 4.3, 5.1, 5.2.
- Identify any industries or sectors that might be attracted to this area that do not align with the vision for the area, and industries or sectors that could be attracted to the area that tend to offer the best opportunities for living-wage jobs, economic advancement, or other equitable benefits.
- Identify potential tools that the Agency or its partners could use to increase the area’s economic competitiveness and alignment between business/industry demand and the vision for the area, including maximizing equitable economic benefits.

Consultant shall prepare Draft Economic Competitiveness Report describing the analysis and recommendations based on feedback from TAC. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Economic Competitiveness Report.

Consultant Deliverables: Consultant shall provide:

- Draft Economic Competitiveness Report
- Final Economic Competitiveness Report

▪ **Task 9 - Develop Anti-displacement Strategy**

This task, which will be closely coordinated with Community Collaboration and Engagement (Task 2), especially with those who currently live or own businesses in this corridor, shall be developed based on the preferred concept.

Consultant shall:

- Develop strategy for minimizing/mitigating displacement pressures within the corridor, particularly in census tracts with a percentage of low- and very low-income residents where public investments in transportation infrastructure may most affect property values.
- Research and map existing low-income housing units and community resources, assess infrastructure gaps and work with partners to identify appropriate actions to address equitable development concerns.

- Assess businesses within the corridor, especially those owned by historically marginalized community members (as feasible), and identify opportunities for workforce development, such as:
 - Additional housing
 - Workforce development gaps and opportunities for residents
 - Regulatory issues to be addressed, particularly around land use and development
 - Leveraging additional public investments through investment in public transportation
 - Community-led development initiatives
 - Leadership training and education for residents
- Incorporate health, equity, safety and climate action findings into project recommendations.

Consultant shall prepare Draft Anti-Displacement Strategy describing the analysis and recommendations based on feedback from project standing committees (Task 1: Steering Committee, TAC, PMT, Leadership Cohort), project partners, Agency technical experts, and public engagement feedback. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Anti-Displacement Strategy.

Consultant Deliverables: Consultant shall provide:

- Draft Anti-displacement Strategy
- Final Anti-displacement Strategy

▪ **Task 10 – Final Report and Recommendations**

The Final Report shall be a combination of the technical memorandums prepared in previous tasks with an Executive Summary and Introduction. In addition, the Final Report shall:

- Identify every recommended action and assign each action to government agencies participating in the project.
- Be formatted for online viewing and as a printed and bound report.
- Include a key findings and recommendations section with overall recommendations and next steps for the study area.

Two summary documents should also be prepared and made available.

1. A summary of the study and recommendations in a newsletter format to be distributed to everyone that provided input or participated, as well as residents and businesses in the study area.
 - a. Should include information about how feedback from community engagement was considered.
2. A document of no more than 10 pages summarizing the study and recommendations available for download from the project website.

A draft of the Final Report shall be issued and a review process conducted to secure input from the public. In addition, the draft final report shall be provided to the participating agencies for their comments.

Consultant Deliverables: Consultant shall provide:

- Draft Final Report
- Final Report
- Short summary in newsletter format
- Summary in download format (up to 10 pages)

▪ **Task 11 – Planning and Environment Linkages (“PEL”) Activities**

Task 11.1 PEL strategy and approach

The Consultant, in coordination with Agency and ODOT staff, shall prepare, attend and facilitate up to one (1) meeting to strategize a detailed plan for PEL. Consultant shall outline the major approach, tools and strategies that will be used to meet the intent of the project.

Consultant Deliverables: Consultant shall provide:

- Coordination and materials for meeting, as indicated above

- Provide draft agenda 2 business days prior to meeting (Task 11.1 meeting)
- Provide draft meeting summary 10 business days after the meeting. Agency to review. Incorporate comments for final meeting summary 5 days after received Agency comments (Task 11.1 meeting)
- Prepare, attend and follow up for the Task 11.1 meeting

Task 11.2 PEL Activities

The purpose of this Task is to develop and implement a PEL process for the project with the following objectives:

- Early and continuing involvement of, and coordination with, applicable agencies, Tribes, the public, and other stakeholders
- Characterize fundamental components of the project, including:
 - Purpose and Need: Starting with the Sunrise Project FEIS Purpose and Need statement and Goals and Objectives, update and revise this information for the Project. Updates shall be based on:
 - Sunrise Gateway Concept Plan goals and objectives
 - Goals and objectives as identified in Task 4.1
 - Existing and Future conditions as identified in Task 4.3 and 4.4
 - Feedback collected via public engagement process in Task 2
 - Recommend an appropriate (National Environmental Policy Act) NEPA class of action to ODOT for the Transportation concept selected through this project; and
 - Preliminary screening of scenarios, including elimination of unreasonable scenarios for the project.

The services provided in this task shall support project compliance with the NEPA process and address applicable statutory and regulatory requirements that apply to environmental review of FHWA actions. Consultant shall rely on relevant statutes, regulations, procedures, and guidance for PEL activities including:

- 23 U.S. Code section 168 – Integration of Planning and Environmental Review
- 23 CFR Part 450, Appendix A – Linking the Transportation Planning and NEPA Processes
- 23 U.S. Code section 139 - Efficient Environmental Reviews for Project Decision-making
- 23 CFR Part 771 – Environmental Impact and Related Procedures
- FHWA PEL web page - https://www.environment.fhwa.dot.gov/env_initiatives/PEL.aspx
- AASHTO CEE Practitioner Handbook 10 – Using the Transportation Planning
- Process to Support the NEPA Process

Consultant Deliverables: Consultant shall provide:

- PEL process matrix that demonstrates that the approach for the overall project will be applicable to the PEL process

▪ **Task 12 – PEL Framework**

Working with the Agency, ODOT and FHWA, Consultant shall prepare and update elements of a PEL Framework to achieve the objectives identified in Task 11. This task pertains specifically to the preferred transportation concept selected in Task 7 (Highway 212/224 between 122nd Avenue and 172nd Avenue).

The PEL Framework shall clearly:

- Identify the process, activities, decisions, documents, and reports required to achieve the outcomes identified in Task 11, in a checklist format
- Provide a timeline for the PEL process that major milestones, decisions, work products and engagement activities;
- Identify PEL planning information, decisions, and/or analysis, including those activities in this RFP that will be adopted during the PEL process and incorporated into the future NEPA process;

- Detail how the planning information, decisions, and/or analysis will be used or incorporated in the NEPA process; and
- Demonstrate that the conditions in 23 U.S. Code section 168(d) will be met for planning products being incorporated into the future NEPA process or document.

Additional requirements may be identified through the coordination meetings with ODOT, FHWA and the Agency.

Consultant shall prepare Draft PEL Framework, including a process checklist describing the decisions, documents and activities required to achieve the outcomes identified in Task 11. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final PEL Framework.

Consultant Deliverables: Consultant shall provide:

- Draft PEL Framework
- Final PEL Framework

▪ **Task 13 – Sunrise Gateway Phasing Plan**

Clackamas County, Happy Valley and ODOT will work together with support from the Consultant to prepare a phasing and implementation plan for the Sunrise Gateway transportation component of the visioning project. The plan will identify the steps needed to complete the Sunrise Gateway transportation vision. The plan should include a description of the steps, an estimate of the cost and time necessary for each step and a description of the products of each step.

Task 13.1 Workshop to determine phasing and constructability

Consultant shall facilitate up to two (2) workshops with Agency technical staff to develop and finalize the implementation plan. With support from the Consultant, workshop attendees shall discuss phasing, costs, and constructability options.

Consultant Deliverables: Consultant shall provide:

- Prepare, attend and follow up for up to 2 workshops
- Coordination and materials for workshops, as indicated above
 - Provide draft agenda 2 business days prior to meeting (Task 13.1 workshops)
 - Provide draft meeting summary 10 business days after the meeting. Agency to review. Incorporate comments for final meeting summary 5 days after received Agency comments (Task 13.1 workshops)

Task 13.2 Phasing and Implementation Plan

Consultant shall prepare Draft Sunrise Gateway Phasing Plan to identify the steps needed to complete the Sunrise Gateway transportation vision. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Sunrise Gateway Phasing Plan.

Consultant Deliverables: Consultant shall provide:

- Draft Sunrise Gateway Phasing Plan
- Final Sunrise Gateway Phasing Plan

▪ **Task 14 – Compliance with Climate-Friendly and Equitable Communities Rule**

The project shall demonstrate compliance with requirements of the Oregon Climate-Friendly and Equitable Communities (CFEC) rulemaking OAR 660.012.0410. The rule outlines the requirements for multi-modal transportation, housing and scenario planning that must follow when developing and updating comprehensive plans, transportation plans and land use regulations. Transportation Planning Rule (TPR) compliance is to demonstrate and confirm that project abides by state and federal regulations for implementing accessibility requirements in all programs, services and public rights-of-way under the control and jurisdiction of ODOT. Consultant shall prepare, attend, facilitate, and document the following activities in order to prepare the required documentation.

Task 14.1 Strategy to Implement Compliance Audit of CFEC

Consultant shall work with the project team to develop and implement the audit of the compliance with requirements of the CFEC strategy. This strategy shall:

- Review major components of the visioning processes, including community collaboration and engagement, health and equity framework, existing conditions, scenario development and evaluation, preferred concept selection, economic competitiveness report, and anti-displacement strategy, to ensure elements of the CFEC are incorporated in the plan.
- Consider the changes to the following divisions in the OAR Chapter 660, Division 8 (Interpretation of Goal 10, Housing), Division 12 (Transportation Planning) and Division 44 (Metropolitan Greenhouse Gas Reduction Targets), that need to be incorporated in the vision.
- Be informed by federal requirements so products of the visioning process can be included and applied within federal planning and environmental processes.
- Be informed by compliance requirements in the State Transportation Planning Rule so products can be used in Oregon planning processes.

The Consultant shall, in coordination with Agency and ODOT staff, prepare, attend and facilitate up to one (1) meeting to strategize a detailed plan for CFEC. Consultant shall outline the major approach and CFEC strategies that will be used to meet the intent of the project.

Consultant Deliverables: Consultant shall provide:

- Coordination and materials for meeting, as indicated above
 - Provide draft agenda 2 business days prior to meeting (Task 14.1 meeting)
 - Provide draft meeting summary 10 business days after the meeting. Agency to review. Incorporate comments for final meeting summary 5 days after received Agency comments (Task 14.1 meeting)
- Prepare, attend and follow up for the Task 14.1 meeting

Task 14.2 Planning of Compliance Audit of CFEC

The Consultant shall, in coordination with Agency staff, develop a detailed compliance audit plan that outlines the major approach and strategies that will be used for the compliance audit of the CFEC. The compliance will ensure the following CFEC requirements are being followed:

- consider a decrease in climate pollution in the scenario planning for reducing greenhouse gas emissions;
- engage and educate vulnerable underrepresented populations and impacted communities adapt to climate change;
- engage with underserved communities and incorporating equity into transportation planning and preferred concept selection;
- plan for more opportunities for housing in climate friendly areas (CFAs) that is denser and supported by mixed use development; and
- manage parking and planning infrastructure (capacity and conduit) for electric vehicles (EV) charging stations; and
- plan for higher quality, pedestrian, bicycle, public transportation, street and highway infrastructure.

The compliance audit will include the following components or comparable methods:

- research the CFEC plan in its entirety and its impact on all systems;
- create monitoring and performance reporting requirements;
- review comprehensive plans, transportation plan and land use regulations for compliance;
- identify project elements impacting development of the rules and regulations that include multi-modal transportation, housing and scenario planning;
- create a scoring matrix for evaluation of existing conditions and the preferred concept;
- develop and provide future recommendations; and
- stay current with rulemaking updates, legislative changes, adoption, and amendment process.

Consultant shall prepare Draft Technical Memorandum #14.2 – Plan for Compliance for CFEC, as outlined above. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Technical Memorandum #14.2 – Plan for Compliance for CFEC.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #14.2 – Plan for Compliance for CFEC
- Final Technical Memorandum #14.2 – Plan for Compliance for CFEC

Task 14.3 Documenting Compliance for CFEC (CONTINGENCY TASK)

Following the plan developed in task 14.2, Consultant shall document compliance with CFEC to meet the intent of the project. Consultant shall prepare:

- BIPOC Engagement
 - Consultant shall prepare a summary report documenting project engagement with BIPOC community members during the project.
- Equitable Mapping Exercise
 - Consultant shall prepare and facilitate mapping updates for Community, land use, demographic growth, similar to Comprehensive Plan and TSP maps, utilizing data collection results in Task 4.
- Identification of Parking Reform and Management
 - In coordination with Agency staff, Consultant shall facilitate identification of changes to parking assignments and limits within study area.
- Identification of New Multi-family and Multi-Use Development
 - In coordination with Agency staff, Consultant shall facilitate identification of new multi-family and multi-use development within study area.
- Identification of Multi-Modal Facilities and Systems
 - In coordination with Agency staff, Consultant shall facilitate identification of multi-modal facilities and systems and limits within study area.
 - Working with Agency technical experts, Consultant shall identify in any additional roadway lanes developed in the preferred concept need to be authorized via TPR (Section 830)

Consultant shall prepare Draft Technical Memorandum #14.3 – Compliance Documentation for CFEC, as outlined above. Based on a non-conflicting set of comments provided by the Agency, Consultant shall prepare a Final Technical Memorandum #14.3 – Compliance Documentation for CFEC.

Consultant Deliverables: Consultant shall provide:

- Draft Technical Memorandum #14.3 – Compliance Documentation for CFEC
- Final Technical Memorandum #14.3 – Compliance Documentation for CFEC

▪ Task 15 – Contingency Task – Concept Design

After completion of the Sunrise Gateway Phasing Plan (Task 13), Consultant shall develop 10% preliminary engineering plans for the Sunrise Gateway project final preferred concept, from 122nd Avenue to 172nd. Concept updates will start from the current Sunrise Gateway Concept Plan, with changes as determined in Tasks 6 and 7. Consultant shall include concept-level design of major roadway horizontal and vertical alignments and elements, identification of size and location for major structural elements, and concept-level design of traffic elements, as needed. It is assumed Consultant shall design up to the estimated hours allocated in the project budget for this task.

Additional Assumptions:

- Preliminary engineering plans for Highway 212 and 224 will be completed using ODOT standards.
- Plans for local roads will be completed using the applicable standards for the appropriate local government with roadway authority (i.e. Clackamas County roadway design standards).

- Plans will be designed and drawn using AutoCAD Civil 3D.
 - o It is assumed that design will not require MicroStation ORD or conversions between design software.
 - o Agency will provide compatible AutoCAD Civil 3D design files for the current Sunrise Gateway Concept Plan, meeting appropriate design standards.
- The following data collection, investigation and engineering design are currently not included in this task:
 - o Survey
 - o ROW
 - o Geotechnical investigations and design
 - o Pavement investigation and design
 - o Traffic detailed design (signs, signals, illumination, MOT)
 - o Hydro and Stormwater facilities design
 - o Environmental investigations and design (including erosion control)

Consultant shall develop Draft 10% engineering plans for Agency review. Agency will provide a conformed list of non-conflicting Agency comments, including comments from project partners. Consultants shall prepare and facilitate up to one (1) comment review meeting, as needed. The following is not included in this task:

- Updates to plans following comment review meeting

Consultant Deliverables: Consultant shall provide:

- Draft 10% engineering plans

**EXHIBIT B
FEE SCHEDULE**

Tasks	Jacobs	JLA	KAI	CEL	ECO	TTC		% budget	% from proposal	
Non-contingency tasks										
Task 1 - Project Management & Coordination	\$ 513,105	\$ 27,396	\$ 218,702	\$ 13,785	\$ 15,080	\$ 28,808	\$ 816,875	25%	10%	
Task 2 - Community Collaboration and Engagement	\$ 281,189	\$ 276,106	\$ 50,927	\$ 52,660			\$ 660,883	20%	25%	
Task 3 - Create Health and Equity Framework	\$ 46,740	\$ 5,015		\$ 25,135	\$ 910		\$ 77,800	2%	5%	
Task 4 - Existing Conditions	\$ 381,964		\$ 69,640		\$ 24,680		\$ 476,284	15%	5%	
Task 5 - Create the Vision and Evaluation Framework	\$ 46,273		\$ 7,708		\$ 3,440		\$ 57,420	2%	10%	
Task 6 - Scenario Development and Evaluation	\$ 72,758		\$ 80,535		\$ 1,940		\$ 155,234	5%	10%	
Task 7 - Preferred Alternative Selection	\$ 84,782		\$ 28,219		\$ 2,120		\$ 115,121	4%	5%	
Task 8 - Develop Economic Competitiveness Report	\$ 16,974	\$ 3,776			\$ 22,500		\$ 43,250	1%	5%	
Task 9 - Develop Anti-displacement Strategy	\$ 77,588	\$ 3,776			\$ 4,400		\$ 85,764	3%	10%	
Task 10 - Final Report and Recommendations	\$ 94,712		\$ 16,734				\$ 111,446	3%	5%	
Task 11 - Planning and Environment Linkages ("PEL") Activities	\$ 43,764	\$ 3,776	\$ 6,483				\$ 54,003	2%	2.50%	
Task 12 - PEL Framework	\$ 20,915		\$ 10,670				\$ 31,585	1%	5%	
Task 13 - Sunrise Gateway Phasing Plan	\$ 11,682		\$ 35,438				\$ 47,121	1%	2.50%	
Task 14 (14.1 - 14.2) - Compliance with Climate-Friendly and Equitable Communities Rule	\$ 14,125	\$ 1,239	\$ 14,452			\$ 33,240	\$ 63,056	2%	xx%	
Contingency Tasks										
Task 14 (14.3) - Compliance with Climate-Friendly and Equitable Communities Rule	\$ 5,795	\$ 3,776				\$ 31,024	\$ 40,595	1%	9	
Task 15 - Cont. Task - 10% design	\$ 247,797		\$ 177,995				\$ 425,792	13%	10	
	\$ 1,960,163	\$ 324,861	\$ 717,483	\$ 91,580	\$ 75,070	\$ 93,072	\$ 3,262,229	100%		
% budget	60%	10%	22%	3%	2%	3%	100%		DBE% (budget)	15.6%
									DBE% (hrs)	16.3%
Metroquest 2-year license (provided by Agency)							\$ 50,000			
Expense for outside group to conduct and summarize statistically representative/civic assembly advisory group				(not in Consultant budget)			\$ 50,000			
Project Budget (Consultant budget and Agency expenses)							\$ 3,362,229			