

**RESOLUTION NO. 2020-88**

**RESOLUTION DIRECTING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO AUTHORIZE CITY FUNDING FOR THE TUALATIN VALLEY HIGHWAY IMPROVEMENT PLAN**

**WHEREAS**, the Tualatin Valley Highway (Hwy. 8), in Forest Grove between the Forest Grove city limits and Quince Street is under Oregon Department of Transportation jurisdiction; and

**WHEREAS**, the Hwy. 8 segment in Forest Grove is identified as a high injury corridor in the Metro Regional Transportation System Plan; and

**WHEREAS**, the Oregon Department of Transportation (ODOT) allocated \$149,974 for consulting assistance to complete a safety improvement plan for Hwy. 8 in Forest Grove; and

**WHEREAS**, the City and ODOT identified additional project tasks to complete including updating traffic counts, further analysis supporting two pedestrian crosswalks between Quince Street and Mountain View Lane, and additional community outreach adapting to pandemic restrictions on in-person gatherings; and

**WHEREAS**, the City desires to complete the project for the benefit of the City of Forest Grove and the City's residents and visitors.

**WHEREAS**, additional funding, not to exceed \$60,000, is required to satisfactorily complete the project tasks; and

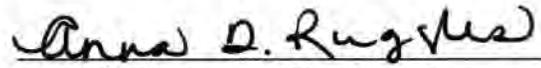
**WHEREAS**, the additional funding for the project is included in the City's adopted FY 2020-21 budget and is available for project costs.

**NOW, THEREFORE, THE CITY OF FOREST GROVE RESOLVES AS FOLLOWS:**

**Section 1.** The City Council hereby directs the City Manager to execute an Intergovernmental Agreement with the ODOT to provide up to \$60,000 in City funds to the Tualatin Valley Highway Safety Improvement project as shown by Exhibit A.

**Section 2.** This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED AND PASSED** this 14<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 14<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT  
OR 8 Tualatin Valley Highway Improvement Plan**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF FOREST GROVE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Agency has requested additional planning work from State as part of State's project to identify a variety of improvements to OR 8 and is willing to pay State for the additional work.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to State identifying safety, access to transit, pedestrian, and bicycle improvements to OR 8 between OR 47 and Forest Grove/Cornelius city limits, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. Agency has requested additional work that will allow State to determine the location and treatment for new pedestrian crossings.
2. The Project will be financed at an estimated cost of \$209,974 in State and Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for \$60,000. State shall be responsible for any Project costs beyond the estimate.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

**STATE OBLIGATIONS**

1. State shall take all steps necessary to complete the Project.

2. State shall, upon receipt of a fully executed copy of this Agreement, send Agency letter of request for an advance deposit in the amount of \$60,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations paragraph 1. Agency agrees to make additional deposits as needed upon request from State.
3. Upon completion of the Project, State shall send an itemized statement of the actual total cost of State's participation for the Project to Agency. Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.
4. State's Project Manager for this Project is Talia Jacobson, 123 NW Flanders Street, Portland, OR 97209, 503-731-8228, talia.jacobson@odot.state.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### **AGENCY OBLIGATIONS**

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit in the amount of \$60,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations paragraph 1.
2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.
3. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
4. Agency, if a county, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the county.

5. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
6. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
7. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
8. Agency's Project Manager for this Project is Bryan Pohl, 1924 Council Street, P.O. Box 326, Forest Grove, OR 97116, 503-992-3227, bpohl@forestgrove-or.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
1. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  2. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  3. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceed.
  4. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under

Agency/State  
Agreement No. 34368

Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

5. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 34368

**CITY OF FOREST GROVE**, by and  
through its **Commissioners**

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By \_\_\_\_\_  
Agency's Counsel

Date \_\_\_\_\_

**Agency Contact:**

Bryan Pohl, Community Development  
Director  
1924 Council Street  
P.O. Box 326  
Forest Grove, OR 97116  
503-992-3227  
bpohl@forestgrove-or.gov

**State Contact:**

Talia Jacobson  
123 NW Flanders Street  
Portland, OR 97209  
503-721-8228  
Talia.jacobson@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Planning Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General (If Over  
\$150,000)

Date \_\_\_\_\_

**EXHIBIT A**

**WORK ORDER CONTRACT # 13 AMENDMENT # 2  
PRICE AGREEMENT (“PA”) # B33870**

**Project Name:** OR-8 Tualatin Valley Highway Improvement Plan - Forest Grove

This is Amendment No. 2 to Work Order Contract (“WOC”) No. 13 (as amended from time to time) effective date May 22, 2019, between the State of Oregon, acting by and through its Department of Transportation (“Agency” or “ODOT”), and CH2M Hill, Inc., a wholly owned subsidiary of Jacobs Engineering Group Inc. (“Contractor” or “Consultant”).

**This WOC is amended as follows:**

The purpose of this Amendment #2 is to adjust the following tasks:

- Additional Time and Project Management effort - The expiration date of the WOC is changed from: July 30, 2020 to December 15, 2021
- Adjusted effort to existing tasks as detailed below:
  - Removed subtask, Task 2.7 – Milestone Community Events - delete from WOC, budget will be reallocated to Task 2 outreach tasks already completed
  - Added new subtask, Task 5.3 – Refined Solutions for Crossings, Signals, and Access Management
  - Reduced Consultant effort for Tasks 6.2, 6.3 and 6.4. City will lead these tasks and Consultant shall provide support, as described below.
- Additional funds – increase the Not-To-Exceed amount for this contract from \$149,973.49 to \$209,973.49.

**E. TASKS, DELIVERABLES and SCHEDULE**

In this Amendment #2, new tasks, tasks with additional level of effort, or tasks with deliverable changes are listed. The Project is expected to conclude by the end of March 2021, 8 months from the original completion date. The new expiration date is March 31, 2021. The adds additional project team and coordination meeting as well as additional invoices and progress reports.

**Task 1: Project Management and Coordination**

Task 1.1 - Project Management and Coordination

Additional effort is being added to accommodate the extended project duration under this Task for the Consultant to perform, as further detailed in the attached BOC dated 7/30/2020.

Task 1.2 - Project Schedule

Additional effort is being added to accommodate the extended project duration under this Task for the Consultant to perform, as further detailed in the attached BOC dated 7/30/2020.

1.3.2: PMT Teleconference Meetings

Consultant, Agency, and City will hold an additional 8 teleconference meetings, totaling up to 24 PMT teleconference meetings. Consultant shall develop PMT meeting agendas

and distribute to PMT in advance of each meeting. Each PMT teleconference will last up to 1 hour and up to 4 Consultant staff shall participate in each PMT teleconference (CH2M, JLA, and/or Centro Cultural).

**Deliverables/Schedule:** Consultant shall:

- Provide meeting agenda to PMT 3 business days prior to date of each meeting.
- Draft summary notes due within 5 business days of meeting (1 electronic copy).

## **Task 2: Technical Advisory Committee (“TAC”) and Community Involvement**

### Task 2.1 - Project TAC Meetings

The purpose of the Project TAC is to provide guidance on Project technical matters to the PMT. The TAC will meet 5 times over the course of the Project (increased from 4 meetings in the original scope). Meetings may be virtual or in-person, depending on COVID-19 safety measures needed at the time. In-person meetings will be held in Forest Grove and will last up to 4 hours, including travel time. Up to 5 Consultant team representatives shall participate in each TAC meeting. Consultant shall develop draft TAC meeting agendas and distribute to PMT. Consultant shall incorporate PMT review comments on each draft TAC agenda and provide a revised agenda to the TAC. If necessary, meetings shall be converted to online or other electronic platforms, based on the health, safety, and well-being of TAC members.

**Deliverables/Schedule:** Consultant shall:

- Provide draft TAC meeting agenda to PMT 8 business days prior to date of meeting.
- Provide revised meeting agenda to TAC 4 business days prior to date of meeting.
- Draft summary notes due within 5 business days of meeting (1 electronic copy) to the APM.

### Task 2.2 – Community Involvement Plan (“CIP”)

Consultant shall update the Community Involvement Plan (CIP) to reflect the updated schedule and public engagement opportunities. The updated CIP will outline event goals, responsible staff, and desired outcomes. The CIP will identify the ways key interest groups and community members will be engaged and communicated to, including corridor businesses, 24th Ave Freight Users, ODOT Region 1 Mobility Advisory Committee (MAC) members, elected officials, agency representatives, and key staff. CIP will address adaptations if COVID-19 prevents conducting in-person outreach.

City will lead review of the updated CIP.

**Deliverables/Schedule:** Consultant shall:

- Submit updated CIP to Agency and City within 2 weeks of NTP.

### Task 2.3 – Community Meeting Kit

Consultant shall update printed materials included with the “meeting-in-a-box” Community Meeting Kit. The meeting kit provides basic project information and critical messaging related to the project. The meeting kit will also include information in English and in

Spanish on where to learn more about the project, how to get involved, and how to provide feedback. Updates to the meeting kit materials shall include:

- One update to the project fact sheet to communicate about the project purpose to the public and stakeholders
- Up to two (2) updates to the Project comment form
- Maps or graphics of the Project area as necessary

**Deliverables/Schedule: Consultant shall:**

- Submit Draft updated Community Meeting Kit materials to Agency and City within 2 weeks of first scheduled outreach event.
- Submit final updated materials to Agency and City within 5 days of receiving feedback from Agency and City.

Task 2.6 – Focused Community Engagement Events

Consultant shall host, organize and facilitate 3 additional focused community engagement events or engagement opportunities to be specifically identified in the updated community involvement plan (Task 2.1). Three focused community engagement events may be held in-person at the Forest Grove Farmer’s Market, at local community events or school events or through other engaging and appropriate platforms. One of the events will be hosted by Centro Cultural at a time and place convenient for the corridor’s Latinx community. All events will be led by the Consultant and include a meeting plan, supporting technical informational materials, visuals of what the project is considering, materials in English and Spanish, and a comment form or survey to gather feedback. The three additional events will occur in fall 2020 and winter 20/21 and will include 2 general engagement events and 1 Latinx event. Each event or engagement opportunity will be staffed by two consultant staff people, including one bilingual staff member, with additional staff attending from the City and/or Agency. At the conclusion of a series of events, Consultant shall provide a summary of the events and feedback received.

City will continue to lead advertising, posting notice, and mailing notices for these events as required. Notice of all public events must include reference to the Project Website where the Project background, schedule, and deliverable products are posted.

Meeting locations must be accessible by people with disabilities. Meeting notices must include an offer to make accommodations for people with disabilities, translation services for people with Limited English Proficiency (LEP), or childcare for open house events with enough advance notice, with contact information for such notification.

If necessary, in-person events shall be converted to online or other “low-contact” platforms such as posters/stations at local businesses or community facilities. Agency will base this decision on the health, safety, and well-being of project team and those in attendance.

**Deliverables/Schedule: Consultant shall:**

- Prepare materials, agendas, and lead focused community events to be described in the Task 2.1 CIP and scheduled in coordination with Agency and City.

## **Task 5: Safety Improvements and Design Concepts**

### Task 5.3 – Refined Solutions for Crossings, Signals, and Access Management (TM#6)

Consultant shall develop refined solutions for crossings, signals, and access management.

#### Task 5.3.1 – Traffic Data Collection

Consultant shall collect traffic counts and speed data on typical weekdays (Tuesday through Thursday) in fair weather while schools (elementary, primary, and college) are in session. Agency will direct consultants if adjustments to data collection time or methodology are needed due to travel impacts of COVID-19. Count data will be reported in 15-minute increments. Consultant shall supply raw video and data reductions described below to Agency.

1. OR-8 corridor between OR-47/OR-8 and Mountain View/OR-8 intersections
  - a. Video counts of pedestrian and bicycle activity and driveway movements
  - b. 4-hour duration: 2-hour AM peak and 2-hour PM peak
  - c. 10 cameras estimated
  - d. Data reduction of pedestrian and bicycle activity only, including turning movement counts at intersections (OR-47 and Mountain View)
2. Two Yew Street Intersections (at Adair Ave and Pacific Ave)
  - a. Turn movement counts at each intersection (using video collection that covers 7-Eleven driveways)
  - b. Data reduction for vehicle, pedestrian, and bicycle counts at intersections
  - c. Data reduction for vehicles entering and exiting at driveways
  - d. 4-hour duration: 2-hour AM peak and 2-hour PM peak at intersections
3. Speed data collection at one location on OR-8
  - a. Determine the location for this collection in consultation with Agency
  - b. Tube count (including vehicle classification)
  - c. Speed data and count data will be reported by direction by hour
  - d. 48-hour duration

#### Task 5.3.2 – Intersection and Driveway Crash History Analysis

ODOT will collect and analyze the most recent 5 years of crashes (from ODOT crash database) at each major access point along the study area. The completed TM #3 should be used as a basis for this work because it may provide components of this effort. Consultant shall provide a high-level review of analysis and findings.

1. Produce intersection crash diagrams—including relative location within or approaching the intersection, reported type and cause of collision, number of vehicles/pedestrians/bicycles involved, time of day, and light condition, and pavement condition—at each of the following intersections
  - a. OR-8 / OR-47 (since intersection upgrade)
  - b. OR-8 / Mountain View Lane
  - c. OR-8 / Yew St (One-way Pair)
  - d. OR-8 (W Baseline St) / S 1st Ave

2. Produce access-point crash diagrams at major driveways with at least 5 crashes in the study period – up to four (4) locations (those with the highest number of crashes).

#### Task 5.3.3 – Pedestrian Crossing and Hybrid Beacon Warrant Analysis

ODOT will conduct a pedestrian hybrid beacon warrant analysis for the following locations.

1. Up to three (3) locations on OR-8 between OR-47 and Mountain View Lane
2. Yew St / Adair Ave (north side of the one-way pair)
3. Yew St / Pacific Ave (south side of the one-way pair)

The crossing analysis shall follow the NCHRP 562 Improving Pedestrian Safety at Unsignalized Crossings procedures and use the crossing treatment worksheet<sup>1</sup> provided in the ODOT Planning Technical Tools. The spreadsheet will be used to make recommendations for a type of treatment – marked, enhanced, pedestrian activated (RRFB), red light (HAWK/PHB) – based on conditions at each study location.

ODOT will document any adjustments made to typical methodologies, qualitative information used in the analysis, and application of engineering judgment to develop recommendations.

ODOT will write a brief summary documenting locations where crossing improvements are recommended by Agency staff.

Based on the summary document produced by ODOT, Consultant shall recommend and document general access management strategies by segment to be implemented with redevelopment and/or T2020.

#### Task 5.3.4 – Signal Warrant and Pedestrian Signal Timing Analysis

ODOT will conduct a signal warrant analysis for the locations listed in Task 5.3.3. The analysis will be conducted following MUTCD<sup>2</sup> procedures for Warrant 1 Eight-Hour Vehicular Volume, Warrant 2 Four-Hour Vehicular Volume, Warrant 3 Peak Hour Vehicular Volume, Warrant 4 Pedestrian Volume and Warrant 7 Crash Experience.

ODOT will document any adjustments made to typical methodologies, qualitative information used in the analysis, and application of engineering judgment to develop recommendations.

If new signals are recommended by Agency staff, ODOT will write a brief summary documenting those locations.

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<sup>1</sup> ODOT Unsignalized Intersection Pedestrian Crossing Calculator is a Microsoft Excel spreadsheet that implements NCHRP Report 563, *Improving Pedestrian Safety at Unsignalized Crossings*. It is available here: <https://www.oregon.gov/odot/Planning/Pages/Technical-Tools.aspx>

<sup>2</sup> Manual on Uniform Traffic Control Devices, 2009 Edition, Chapter 4C.

Consultant shall review the current traffic signal timing sheets provided by ODOT to determine if changes could be made to existing signals at OR-8/OR-47 and at OR-8/Mountain View to improve pedestrian crossing conditions. High-level recommendations may include, but not be limited to, shorter cycle length, longer walk time interval, and leading pedestrian interval.

#### Task 5.3.5 – Refined Solutions for Crossings, Signals, and Access Management

ODOT will prepare a short written summary recommending from Task 5.3. Specific items may include, but are not limited to, the following:

1. Full traffic signals
2. Changes to existing signalized intersections
3. New pedestrian crossings and type of treatment
4. Near-term potential changes to property access in the vicinity of crossings, signals, or high-crash driveways
5. Initial access management criteria, to be refined as projects are selected

### **Task 6: Recommendations and Implementation Plan**

#### Task 6.1 – Implementation and Funding Plan (TM #6)

This scope amendment directs Consultant to incorporate content and conclusions from Task 5.3 into TM #6, the Implementation and Funding Plan.

#### Task 6.2 – Joint City Council and Planning Commission Work Session

Following TAC meeting #5, Consultant shall prepare a clear summary of TAC comments and responses to draft TM #6 and provide this documentation to the City for a Joint City Council and Planning Commission work session in advance of Consultant revising TM #6.

City will coordinate and lead the work session, and Consultant shall present the key Project findings and recommendations. Consultant shall attend virtually (via phone or video conference).

#### **Deliverables/Schedule:** Consultant shall:

- Submit Draft TM #6 with record of TAC comments and responses to Agency and City within 3 weeks of TAC meeting #5.

#### Task 6.3 – Draft Plan Adoption Package

Consultant shall prepare Final OR-8: Tualatin Valley Highway Improvement Plan for Forest Grove, consolidating the work produced in for TM #5 and TM #6. City will prepare amendment language and findings for the City Planning Commission and City Council. Consultant shall assemble Consultant and City work products into the Draft Plan Adoption Package.

#### **Deliverables/Schedule:** Consultant shall:

- Submit draft Plan Adoption Package documentation to City and

Agency within 2 weeks of completing Task 6.2.

Task 6.4 – Draft Materials and Presentation for Planning Commission and City Council  
 Consultant shall draft a PowerPoint presentation for City to submit to the Planning Commission and for City Council Public Hearing. Consultant shall attend virtually (via phone or video conference) to answer questions at one public hearing to support City in gaining adoption of the Final OR-8: Tualatin Valley Highway Improvement Plan. City will lead and present materials at Planning Commission and City Council meetings. City will prepare 35-day Notice (to be distributed to ODOT, Oregon Department of Land Conservation and Development (“DLCD”), Metro, City of Cornelius, and Washington County), hearing notices, and staff reports.

**Deliverables/Schedule:** Consultant shall:

- Submit draft presentation materials to Agency and City 2 weeks prior to Planning Commission meeting where the City will seek approval of the Improvement Plan.

**TOTAL WOC NOT-TO-EXCEED (NTE) AMOUNT**

	<b>Compensation Summary Table</b>	<b>Amount</b>
<b>1. CPFF NTE Amount (not including Fixed-Fee or contingencies)</b>	NTE Amount for allowable costs of non-contingency Services in this Contract.	N/A
<b>2. Fixed-Fee Amount</b>	Total of Fixed-Fee amount(s) (for CPFF only)	N/A
<b>3. Fixed Price Amount</b>	Total of Fixed Price amount(s)	N/A
<b>4. T&amp;M NTE Amount</b>	Total for any non-contingency Services	\$60,000.00
<b>5. Price Per Unit NTE</b>	Total NTE for Price Per Unit Costs	N/A
<b>6. Total Non-Contingency Amount added by this Amendment:</b>		\$60,000.00
<b>7. Total for Contingency Tasks (if any) included in the Amendment:</b>		\$0
<b>TOTAL NTE (line 6 plus line 7)</b> This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).		\$60,000.00



*A place where families and businesses thrive.*

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>9.</u>
MEETING DATE:	<u>09/14/2020</u>
FINAL ACTION:	<u>RESO 2020-88</u>

**CITY COUNCIL STAFF REPORT**

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**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**MEETING DATE:** *September 14, 2020*

**PROJECT TEAM:** *Dan Riordan, Senior Planner; and Bryan Pohl, Community Development Director*

**SUBJECT TITLE:** *Resolution Approving an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for the Tualatin Valley Highway (Hwy. 8) Safety Improvement Plan*

**ACTION REQUESTED:**

<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Order	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>	Motion	<input type="checkbox"/>	Informational
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*X all that apply*

**ISSUE STATEMENT:** City Council approval of an Intergovernmental Agreement with the Oregon Department of Transportation to amend the Tualatin Valley Highway Safety Improvement Plan project agreement.

**BACKGROUND:** The Tualatin Valley Highway Safety Improvement Plan will result in a plan of action for pedestrian and other safety improvements along Oregon Hwy 8 between Quince Street and the City boundary with Cornelius. To complete the project ODOT allocated \$149,974 in State funds for consulting assistance.

The City and ODOT identified additional tasks necessary to complete the project. The purpose of the additional work is to ensure proposed safety improvements can be approved by ODOT and built in advance of the funding measure being proposed by Metro for regional transportation projects. This work cannot be completed without additional analysis.

The additional analysis includes collecting updated traffic counts, design analysis for two potential crosswalks between Quince Street and Mountain View Lane, and additional community outreach adapting to pandemic restrictions on in-person gatherings. This additional analysis is estimated to cost a not to exceed amount of \$60,000. The adopted FY 2020-21 budget for the Planning Division anticipated this expenditure. A total of \$141,000 is budgeted for professional (consulting) services in the Planning Division’s adopted FY 2020-21 budget.

The attached resolution directs the City Manager to execute an Intergovernmental agreement prepared by ODOT. The IGA amends the original project agreement to include the City funds,

additional tasks and extends project completion to March 31, 2021. The IGA was prepared using the ODOT template and reviewed by Legal.

To date, a number of project tasks are completed including:

- Community outreach including attendance at the Forest Grove Farmers market in 2019, focused community engagement events and preparing supporting materials.
- Identification and analysis of guiding plans and policies affecting the corridor.
- Identification and evaluation of potential improvement options considering ODOT's context sensitive design initiative called the Blueprint for Urban Design.
- Safety and community access audit conduct by consultant and ODOT staff with City participation.
- Safety assessment workshop with consultant, ODOT staff, City staff representing the Police Department, Fire Department, Planning, and Engineering, Forest Grove School District representative, and Tri Met representative.

**FISCAL IMPACT:** The fiscal impact to the City's budget is not to exceed \$60,000.

**STAFF RECOMMENDATION:** Staff recommends the City Council adopt the attached resolution approving the IGA between the City and ODOT for the TV Highway Safety Improvement Plan.

**ATTACHMENT:**

- A. Resolution Approving an Intergovernmental Agreement with the Oregon Department of Transportation for the Tualatin Valley Highway (Hwy. 8) Safety Improvement Plan.