

Contract Review Sheet

Intergovernmental Agreement

PW-4276-21 - Am1

Title: ODOT 34856 - I-5: Kuebler Blvd - Delaney Rd widening project

Contractor's Name: Oregon Department of Transportation

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4320

Term - Date From: August 26, 2021

Expires: August 26, 2041

Original Contract Amount: \$ - Previous Amendments Amount: \$ 557,203.00

Current Amendment: \$ - New Contract Total: \$ 557,203.00 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

IGA for the ODOT project to widen a portion of I-5. The work will include replacement of the Battle Creek Road bridge over I-5, realignment of Battle Creek and Wilsey Roads, and other related tasks.

Amendment 1 - Replaces Exhibit A with a new "Revised Exhibit A" - requires Marion County to pay the cost difference (\$557,203.00) between the original and the revised roundabout designs.

Desired BOC Session Date: 4/2/2025

Contract should be in DocuSign by: 3/12/2025

Agenda Planning Date: 3/20/2025

Printed packets due in Finance: 3/18/2025

Management Update: 3/18/2025

BOC upload / Board Session email: 3/19/2025

BOC Session Presenter(s) Carl Lund

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 2, 2025

Department: Public Works

Title: Amend No. 1 to IGA 34856 for the I-5: Kuebler Boulevard – Delaney Road Widening

Management Update/Work Session Date: 1/7/2025 Audio/Visual aids

Time Required: 5 minutes Contact: Carl Lund Phone: 503-566-3984

Requested Action: Approve Amendment No. 1 to Intergovernmental Agreement No. 34856 (PW-4376-21) between Marion County and the Oregon Department of Transportation (ODOT) for the I-5: Kuebler Boulevard - Delaney Road Widening Project.

Issue, Description & Background: As a part of the I-5 widening project, ODOT is relocating and reconfiguring the intersection of Battle Creek Road SE and Wiltsey Street SE. The current design would construct a T-intersection. Amendment No. 1 will obligate ODOT to design and construct an urban roundabout in lieu of the T-intersection, which will improve traffic operations and safety. In exchange, Marion County will pay approximately 25% of the cost of roundabout construction. Marion County will have the opportunity to review the final construction change order cost after design is complete and to then approve or decline proceeding with construction.

Financial Impacts: The amendment will require Marion County to deposit \$557,203.00 in County Road Funds with ODOT to initiate design of the roundabout.

Impacts to Department & External Agencies: The Amendment impacts the construction of the current Oregon Department of Transportation project.

List of attachments: Amendment No. 1, Intergovernmental Agreement No. 34856 (PW-4276-21)

Presenter: Carl Lund, Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.03.11 20:13:45 -07'00'

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
I-5: Kuebler Boulevard – Delaney Road Widening
Marion County**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and **Marion County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on August 26, 2021.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update project elements, increase funding due to a change in project scope, update language, and extend the Agreement termination date.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A.”

a. Insert new Recitals, Paragraph 4, to read as follows:

4. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

b. Terms of Agreement, Paragraph 1, Page 1, which reads:

1. Under such authority, State and Agency agree to State designing and constructing improvements on I-5, Wiltsey Road and Battle Creek Road, hereinafter referred to as “Project”. The Project includes but is not limited to, construction of a third lane on southbound I-5, repaving of northbound I-5 between Kuebler interchange and Delaney Road Interchange, construction of a new Battle Creek Road overcrossing structure, realignment of Wiltsey Road and Battle Creek Road creating a new local intersection, and water quality detention facilities. 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.

Marion County / ODOT
Agreement No. 34856 Amendment No. 1

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree to State designing and constructing improvements on I-5, Wiltsey Road and Battle Creek Road, hereinafter referred to as "Project". The Project includes but is not limited to, construction of a third lane on southbound I-5, repaving of northbound I-5 between Kuebler interchange and Delaney Road Interchange, construction of a new Battle Creek Road overcrossing structure, realignment of Wiltsey Road and Battle Creek Road creating a new local roundabout intersection, and water quality detention facilities. 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.

c. Terms of Agreement, Paragraph 2, Page 2, which reads:

2. The Project will be financed at an estimated cost of \$35,365,436.00 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for the federal match, any nonparticipating costs, and Project costs beyond the estimate.

Shall be deleted in its entirety and replaced with the following:

2. The Project will be financed at an estimated cost of \$55,499,344.02 in state, federal, and local funds. The estimate for the total Project cost is subject to change. State shall be responsible for the federal match, any nonparticipating costs, and Project costs beyond the estimate for \$54,942,141.02. Agency shall be responsible for the estimated amount of \$557,203.00 for the cost of roundabout design and construction, the contract change order, and Project costs beyond the estimate for the roundabout portion of the Project.

d. Terms of Agreement, Paragraph 3, Page 2, which reads:

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within three (3) calendar years following the date of final execution of this Agreement by both Parties.

Shall be deleted in its entirety and replaced with the following:

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within six (6) calendar years following the date of final execution of this Agreement by both Parties.

Marion County / ODOT
Agreement No. 34856 Amendment No. 1

e. Insert new Agency Obligations, Paragraphs 1, 2, 3, and 4 to read as follows:

1. Agency is responsible for an estimated amount of \$557,203.00 in local funds for the cost of the roundabout at Battle Creek Road.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of the roundabout.
3. 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 or irrevocable letter of credit in the amount of \$557,203.00 for the roundabout portion of the Project. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
4. Upon receipt of the estimated cost of the roundabout contract change order from State, Agency reserves the right to cancel the contract change order. Agency remains responsible for any costs for the change order incurred prior to cancellation.

Agency Obligations, Paragraphs 1 through 8, shall be hereinafter re-numbered as Paragraphs 5 through 12.

f. State Obligations, Paragraph 3, Page 3, which reads:

3. State shall be responsible for all costs, except maintenance responsibilities assigned to Agency, associated with construction and installation of the Project.

Shall be deleted in its entirety and replaced with the following:

3. State shall be responsible for all costs, except for costs assigned to Agency associated with the roundabout design and construction and maintenance costs.

g. Insert new State Obligations, Paragraph 4 to read as follows:

4. State shall, upon execution of this Agreement, forward to Agency an itemized change order detailing project costs for the roundabout portion of the Project and a letter of request for the amount of those costs.

State Obligations, Paragraphs 4 through 8, shall be hereinafter re-numbered as Paragraphs 5 through 9.

Marion County / ODOT
Agreement No. 34856 Amendment No. 1

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key No. 19929) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

Signature Page to Follow

Marion County / ODOT
Agreement No. 34856 Amendment No. 1

MARION COUNTY, by and through its
elected officials

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

APPROVAL RECOMMENDED

By _____
Director of Public Works Date

By _____
Chief Administrative Officer Date

APPROVED AS TO FORM

By _____
Marion County Contracts Date

By _____
Marion County Legal Counsel Date

Agency Contact:
Brian Nicholas, Director
Marion County Public Works
5155 Silverton Road NE
Salem, OR 97305
(503) 588-5036
bnicholas@co.marion.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 3 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

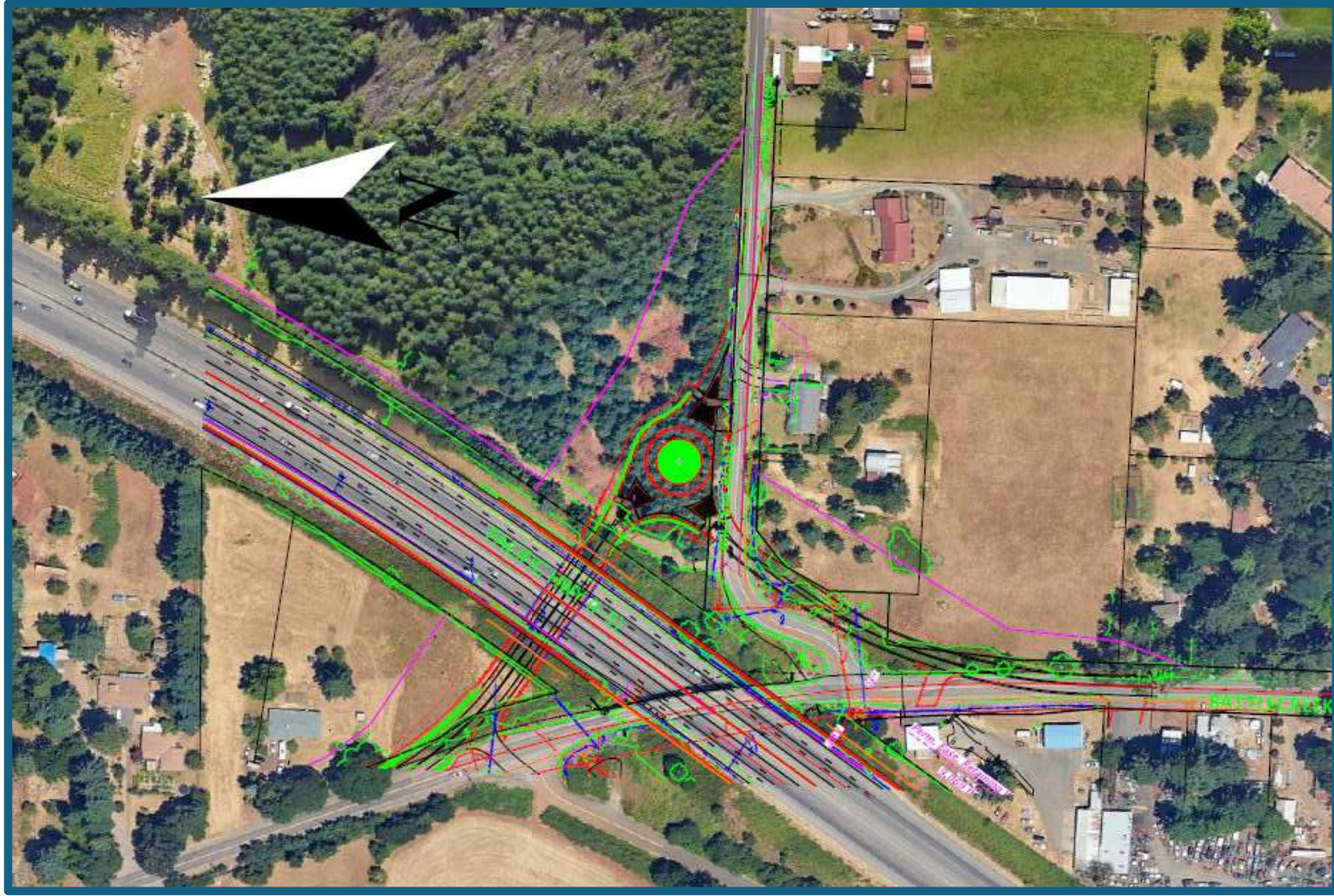
By Serena D. Hewitt via email _____
Assistant Attorney General

Date 3/5/2025 _____
Email approval retained in file

State Contact:
Andrew Walker, P.E.
Resident Engineer–Consultant Projects
455 Airport Road SE, Building B
Salem, OR 97301
(503) 986-3153
andrew.j.walker@odot.state.or.us

Marion County / ODOT
Agreement No. 34856 Amendment No. 1

REVISED EXHIBIT A – Project Location



Marion County / ODOT
Agreement No. 34856 Amendment No. 1



INTERGOVERNMENTAL AGREEMENT
I-5: Kuebler Boulevard – Delaney Road Widening
Marion County

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" or "ODOT;" and **MARION COUNTY**, 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. Interstate 5 (I-5) and the Battle Creek overcrossing structure are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Wiltsey Road and Battle Creek Road are part of the county road system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

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 designing and constructing improvements on I-5, Wiltsey Road and Battle Creek Road, hereinafter referred to as "Project". The Project includes but is not limited to, construction of a third lane on southbound I-5, repaving of northbound I-5 between Kuebler interchange and Delaney Road Interchange, construction of a new Battle Creek Road overcrossing structure, realignment of Wiltsey Road and Battle Creek Road creating a new local intersection, and water quality detention facilities. 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.

2. The Project will be financed at an estimated cost of \$35,365,436.00 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for the federal match, any nonparticipating costs, and Project costs beyond the estimate.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within three (3) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency agrees to State acquiring all right of way needed for construction of the Project. Agency shall, upon completion of Project, accept jurisdiction and control over Wiltsey Road and Battle Creek Road.
2. Agency shall, upon Project completion, accept jurisdiction and be responsible for and perform maintenance responsibilities for Wiltsey Road and Battle Creek Road, with the exception of Battle Creek Road overcrossing, as well as all improvements constructed or installed on Agency right of way.
3. Agency 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 Agency.
4. 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.
5. 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 completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

6. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement. This includes access to the water quality detention facilities constructed as part of the Project.
7. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. Agency's Project Manager for this Project is Brian Nicholas, Director, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305; telephone: (503) 588-5036; email: bnicholas@co.marion.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.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. State shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24
3. State shall be responsible for all costs, except maintenance responsibilities assigned to Agency, associated with construction and installation of the Project.
4. Upon Project completion, State shall transfer to Agency any ownership interests State may have obtained along Agency's facilities. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.
5. Upon completion of Project, State shall maintain the water quality detention facilities located on Agency right of way, at its own expense.
6. State 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.

7. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on state right of way.
8. State's Project Manager for this Project is Andrew Walker, Resident Engineer – Consultant Projects, 455 Airport Road SE, Building B, Salem, Oregon 97301; telephone: (503) 986-3153; email: andrew.j.walker@odot.state.or.us, 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. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. 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.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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.
6. 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 proceeding.
7. 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 Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.


8. 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.
9. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
10. 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.
11. 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. Notwithstanding this provision, the Parties may enter into a Right of Way Services Agreement in furtherance of the Project.

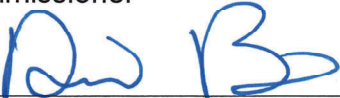
THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.


This Project is in the 2021-2024 Statewide Transportation Improvement Program, (Key #19929) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently approved by amendment to the STIP).

Signature Page Follows

MARION COUNTY, by and through its
elected officials


By 
Commissioner

By 
Commissioner

By 
Commissioner

Date 3/18/2021

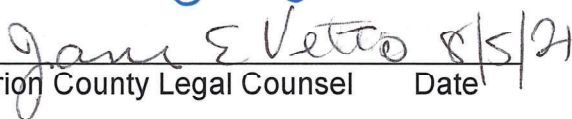
APPROVAL RECOMMENDED

By  8/2/2021
Director of Public Works Date

By  8/12/2021
Chief Administrative Officer Date

APPROVED AS TO FORM

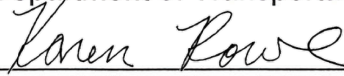
By  Aug 5, 2021
Marion County Contracts Date

By  8/5/21
Marion County Legal Counsel Date

Agency Contact:

Brian Nicholas, Director
Marion County Public Works
5155 Silverton Road NE
Salem, OR 97305
(503) 588-5036
bnicholas@co.marion.or.us

STATE OF OREGON, by and through
its Department of Transportation

By 
Delivery & Operations Division
Administrator

Date 08/26/2021

APPROVAL RECOMMENDED

By Sonny P.A. Chickering Digitally signed by Sonny P.A.
Chickering
Date: 2021.08.25 15:25:35 -07'00'

Region 2 Manager

Date _____

By 
Region 2 Project Delivery Manager

Date 8-25-2021

**APPROVED AS TO LEGAL
SUFFICIENCY**

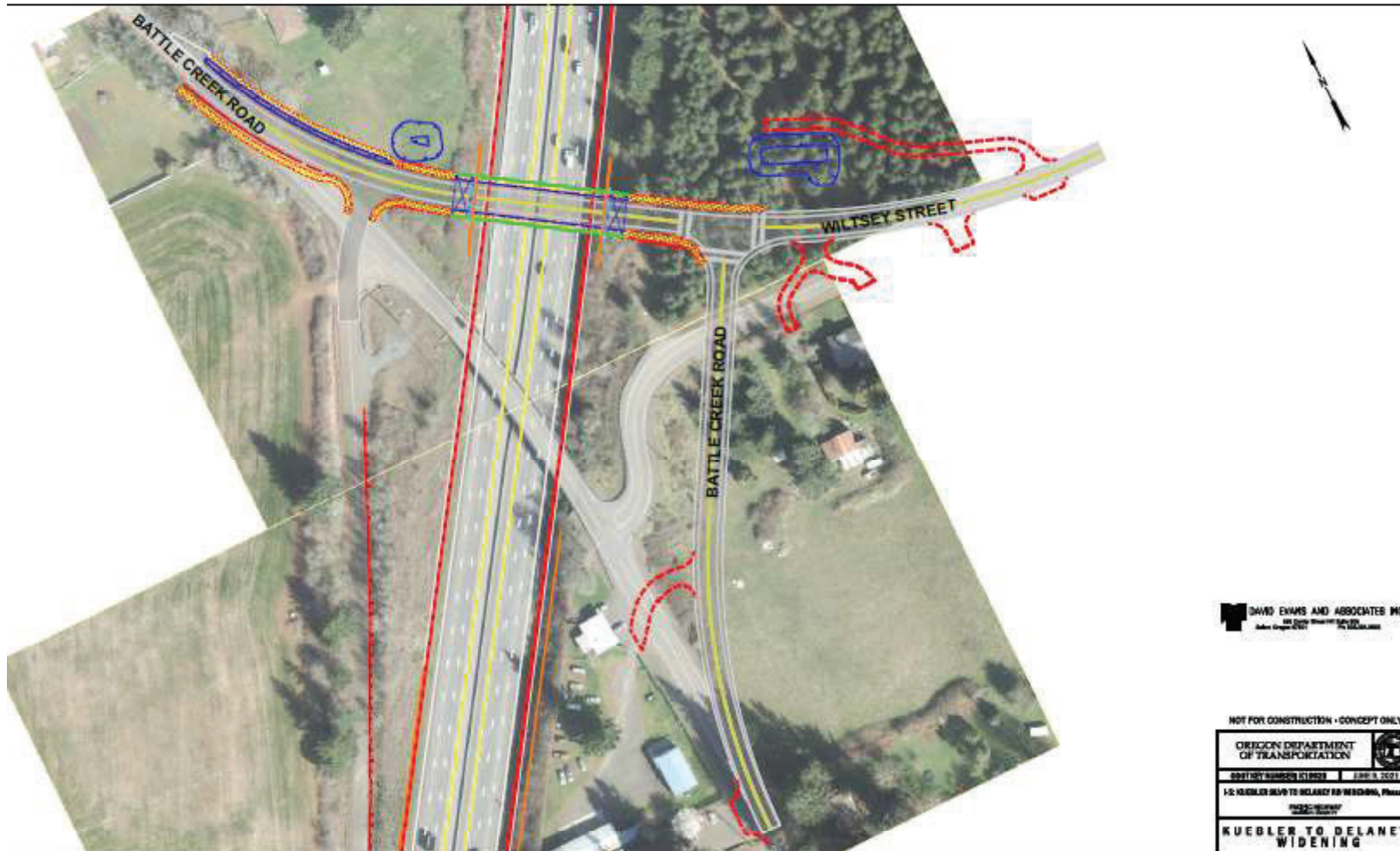
By Herb Lovejoy, via email
Assistant Attorney General

Date 7/26/21 – email retained in file

State Contact:

Andrew Walker, P.E.
Resident Engineer-Consultant Projects
455 Airport Road SE, Building B
Salem, OR 97301
(503) 986-3153
andrew.j.walker@odot.state.or.us

EXHIBIT A – Project Location
I-5:KUEBLER BLVD TO DELANEY RD WIDENING
BATTLE CREEK ROAD DRAINAGE EXHIBIT



DAVID EVANS AND ASSOCIATES INC
400 State Street, Suite 200
Portland, Oregon 97201

NOT FOR CONSTRUCTION - CONCEPT ONLY

OREGON DEPARTMENT OF TRANSPORTATION	
DATE: 08/11/2021	
I-5: KUEBLER BLVD TO DELANEY RD WIDENING, Phase 1	
PROJECT NUMBER: 2021-0001	
KUEBLER TO DELANEY WIDENING	