

Contract Review Sheet

Intergovernmental Agreement

PW-7108-26

Title: Howell Prairie Road: OR99E to OR214

Contractor's Name: Oregon Department of Transportation

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: August 1, 2026

Expires: August 1, 2036

Original Contract Amount: \$ 572,635.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 572,635.00

Amd% -

Incoming Funds Federal Funds Reinstatement Retroactive **0%** Amendment greater than

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs) 25%

Department

Description of Services or Grant Award

Oregon Department of Transportation's (ODOT's) All Roads Transportation Safety (ARTS) program provides federal funding to Oregon counties and cities to construct safety improvements designed to correct or mitigate identified roadway hazards. Marion County has been awarded ARTS funding to construct safety improvements along the Howell Prairie Road corridor between OR99E and OR214. The project will include curve analysis and installation of required and recommended curve warning signs and devices to help reduce curve collisions. Engineering design and construction oversight will be accomplished using Marion County staff. The total estimated cost is \$572,635.00 of which \$544,003.25 is estimated to be paid for with federal funds and \$28,631.75 is estimated to be paid with County funds.

Desired BOC Session Date: 5/13/2026

Contract should be in DocuSign by: 4/22/2026

Agenda Planning Date: 4/30/2026

Printed packets due in Finance: 4/28/2026

Management Update: 4/28/2026

BOC upload / Board Session email: 4/29/2026


BOC Session Presenter(s) Ryan Crowther

Code: **Y**

REQUIRED APPROVALS



Date 04/23/2026
Finance - Contracts



Date
Contract Specialist



Date 04/24/2026
Legal Counsel



Date 04/24/2026
Chief Administrative Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/13/2026

Department: Public Works

Title: Howell Prairie Road: OR99E to OR214 - Supplemental Project Agreement No. 73000-00029498

Management Update/Work Session Date: 4/21/2026 Audio/Visual aids

Time Required: 10 Min Contact: Ryan Crowther Phone: 503-365-3112

Requested Action:
Approve Supplemental Project Agreement No. 73000-00029498 between ODOT and Marion County in the amount of \$572,635.00 for the design and installation of traffic safety enhancements on Howell Prairie Road.

Issue, Description & Background:
Oregon Department of Transportation's (ODOT's) All Roads Transportation Safety (ARTS) program provides federal funding to Oregon counties and cities to construct safety improvements designed to mitigate identified roadway hazards. Marion County has been awarded ARTS funding to construct safety improvements along the Howell Prairie Road corridor between OR99E and OR214. The project will include curve analysis and installation of required or recommended curve warning signs and devices to help reduce curve collisions. Engineering design and construction oversight will be accomplished using Marion County staff.

Financial Impacts:
The total estimated cost is \$572,635.00 of which \$544,003.25 is estimated to be paid for with federal funds and \$28,631.75 is estimated to be paid with County funds.

Impacts to Department & External Agencies:
There are no impacts to other Marion County departments or external agencies.

List of attachments:
Supplemental Project Agreement No. 73000-00029498.

Presenter:
Ryan Crowther

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2026.04.06 17:08:11 -07'00'

A168- G112125

Oregon Department of Transportation
 LOCAL AGENCY CERTIFICATION PROGRAM
 Supplemental Project Authorization No. 73000-00029498:2

Under the authority of Certification Program Agreement No. 73000-00029498 (“Program Agreement”) between the **Oregon Department of Transportation** (“State” or “ODOT”) and **Marion County** (“Certified Agency”), dated October 14, 2024, which is hereby incorporated by reference, the Parties agree to Certified Agency delivering the “Project” shown on the Project Details Table in Section A below (“Project”) as agreed to herein.

A. PROJECT DETAILS TABLE

SPA NUMBER	#2
Project Key Number:	22703
Project Name:	Howell Prairie Road: OR99E to OR214 (Marion County)
Project Description:	Design and install various curve warning markings on the Howell Prairie Road corridor between OR99E and OR214 (Marion County) to reduce vehicle incidents.
Funding Award Program:	Funds have been awarded under the All Roads Transportation Safety (ARTS) Program and will be applied in accordance with Paragraph V.3.f of the Program Agreement.
Project End Date:	Certified Agency must complete the Project by: 10/31/2035.
Project Location and Jurisdiction:	<ul style="list-style-type: none"> • Howell Prairie Road is a part of Certified Agency’s road system under the jurisdiction and control of Certified Agency. • OR99E and OR214 are a part of the Oregon State Highway System (state highway) under the jurisdiction and control of the Oregon Transportation Commission. However, no Project work shall be performed or along either state highway.
FUNDING DETAILS	
Certified Agency’s Unique Entity Identifier:	DATA FUAKHMJE2437
Certified Agency to report executive compensation information per Federal Transparency Act (see Exhibit B):	No
Award is for Research and Development (R&D) as defined in 2 CFR 200.1:	No
Certified Agency Indirect Cost Rate(s):	7.9%
Pro-rated Federal Share Percentage:	95.0%
Certified Agency Required Match Percentage:	5.0%
Federal Funds:	\$544,003.25
State Funds:	\$0
Certified Agency Funds:	\$28,631.75
Other Funds:	\$0
Approved In-kind Contribution:	\$0

Total Project Cost		\$572,635.00
INFORMATIONAL DETAILS		DATA
ODOT’s preliminary estimated costs for oversight and other ODOT services for Project phases covered by this Supplemental Project Authorization, applied in accordance with Section B, Paragraph 3 below:		\$5,000.00
APPLICABLE PROVISIONS		
Standard Provisions: The following exhibits to the Program Agreement apply to this Project if marked “Yes” below (“No” indicates the exhibit does not apply to this Project).		
Yes/No	Exhibit #	Description
Yes	Exhibit B:	Standard Provisions: Federal Transparency Act Subaward Reporting
Yes	Exhibit C:	Standard Provisions: Contract Insurance
Yes	Exhibit D:	Standard Provisions: Americans with Disabilities Act Compliance
No	Exhibit E:	Standard Provisions: Local Bridge Projects
Yes	Exhibit F:	Standard Provisions: Right of Way Services
Special Provisions: The following attachment(s) and Project-specific modifications to the Program Agreement apply to this Project if marked “Yes” below (“N.A.” indicates “not applicable”).		
Yes/N.A.	Attachment #	Description
Yes	Attachment 1:	Project Vicinity Map
N.A.	Attachment 2:	N.A.
N.A.	Other Project-specific modifications to the Program Agreement that apply to this Project.	

B. SUPPLEMENTAL PROJECT AUTHORIZATION TERMS

- Applicable Provisions:** Except as otherwise modified by the terms of this Supplemental Project Authorization, the Project is subject to the terms and conditions of the Program Agreement and the Standard Provisions and Special Provisions specified in the Project Details Table above, which are incorporated into this Supplemental Project Authorization by reference as though fully set forth herein.
- Scope:** The Project scope includes preliminary engineering and construction phases programed in the STIP for the design and installation of various curve warning markings on the Howell Prairie Road corridor between OR99E and OR214 as shown on Attachment 1 – Project Vicinity Map.
- ODOT Costs:** The Parties agree that ODOT will perform risk-based Project oversight in accordance with the Program Agreement. A preliminary estimate for the cost of ODOT’s work is shown above in the Project Details Table under Informational Details. The Parties agree that ODOT services to be performed in excess of this preliminary estimate shall be addressed as provided in Paragraph V.3 Subsection g. of the Program Agreement. Certified Agency understands that ODOT’s costs are estimates only and Certified Agency agrees to pay ODOT’s actual costs incurred per the Terms of this Supplemental Project Authorization. On a quarterly basis, ODOT will provide Certified Agency a statement of costs expended by ODOT.

4. Funding: A combination of federal, state, and local funds may be expended on the Project as detailed in the Project Details Table above, subject to the limitations and obligations set forth in the Program Agreement and this Supplemental Project Authorization. Federal and State funds for a project shall be limited to the amount shown in the Funding Details section of the Project Details Table above.
 - a. Certified Agency guarantees the availability of Certified Agency funding in an amount required to fully fund Certified Agency's share of the Total Project Costs, as shown in the Project Details Table, and in accordance with the Funding provisions in Paragraph V.3 of the Program Agreement.
 - b. Certified Agency understands and agrees that federal funding for this Project is contingent upon FHWA's approval of each funding request. Any work performed outside the period of performance approved by FHWA or outside the Project scope will be considered non-participating and paid for at Certified Agency expense.
 - c. ODOT will submit requests for federal funding authorizations to FHWA by Project phase. The ODOT Project Contact or designee will provide Certified Agency with a written notice to proceed for each Project phase when FHWA approval has been secured and funds are available for expenditure on the Project.
 - d. With the notice to proceed, ODOT will provide Certified Agency with a copy of the USDOT FHWA Federal Aid Project Agreement between ODOT and FHWA for this Project, which contains the information required of pass-through entities by 2 CFR 200.332(a)(1).
5. Invoicing: Certified Agency shall submit invoices for Project progress billings in accordance with the invoicing provisions in Paragraph V.5 of the Program Agreement.
6. Period of Performance:
 - a. Begin and End Dates: The Project period of performance begins when both the initial FHWA Project authorization has been received by ODOT and a notice to proceed for the first phase of the Project has been issued to Certified Agency by the ODOT Project Contact. The Project period of performance ends on the Project End Date shown in the Project Details Table. All Project work must be completed within the period of performance.
 - b. Project End Date Changes: The Project End Date may be changed upon written approval by the ODOT Project Contact, which shall be incorporated by reference into this Supplemental Project Authorization. To extend the Project End Date, Certified Agency shall submit a written request to the ODOT Project Contact as soon as Certified Agency becomes aware that a schedule change is necessary, but no less than sixty (60) calendar days prior to the authorized Project End Date. The ODOT Project Contact will coordinate with ODOT Program and Funding Services to seek authorization from FHWA prior to approving the extension request. FHWA authorization for extensions is not guaranteed. Any work performed outside the period of performance authorized by FHWA will be nonparticipating and paid for at Certified Agency expense.
7. Project Useful Life: The useful life of the Project is 20 years.
8. Project-Specific Modifications: Reserved.

C. PROJECT CONTACTS, SIGNATURE AUTHORITIES, COUNTERPARTS, ACKNOWLEDGEMENT

1. Each Party's Project Contact is shown on the signature page of this Supplemental Project Authorization. Each Party agrees to notify the other Party in writing of any contact information changes during the term of this Supplemental Project Authorization.
2. Each Party certifies and represents that the individuals signing this Supplemental Project Authorization have been authorized to enter into and execute this Supplemental Project Authorization on behalf of the Party under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind the Party.
3. This Supplemental Project Authorization 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 Supplemental Project Authorization so executed shall constitute an original. The Parties may use Electronic Signatures in accordance with Paragraph VII.15. of the Program Agreement.
4. This Project is in the 2024-2027 Statewide Transportation Improvement Program, (Key No. 22703) that was approved by the Oregon Transportation Commission on July 13, 2023 (or subsequently approved by amendment to the STIP).
5. Certified Agency Acknowledgement:
Certified Agency's signing representative(s) certify that by signing this Supplemental Project Authorization, they have read the Program Agreement, including the exhibits that apply to this Supplemental Project Authorization as shown in the Project Details Table in Section A above.

Signature Page to Follow

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

MARION COUNTY, acting by and through its elected officials

Chair _____

Commissioner _____

Commissioner _____

Date _____

APPROVAL RECOMMENDED

By Brian Nicholas 04/23/2026
Brian Nicholas (Apr 23 2025 16:28:33 PDT)

Director of Public Works Date

By Jan Fritz 04/24/2026
Jan Fritz (Apr 24 2025 13:05:24 PDT)

Chief Administrative Officer Date

APPROVED AS TO FORM

By [Signature] 04/23/2026

Certified Agency Contracts Date

LEGAL REVIEW APPROVAL

(If required by Certified Agency's process)

By Scott A. Norris 04/24/2026
Scott A. Norris (Apr 24 2025 10:58:27 PDT)

Certified Agency Legal Counsel Date

Certified Agency Project Contact:

Mitch Hemmer, PE
Project Manager
Marion County Public Works
5155 Silverton Road NE
Salem, Oregon 97305
(503) 365-3150
mhemmer@co.marion.or.us

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

By _____

Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____

State Right of Way Manager

Date _____

By _____

Region 2 Right of Way Manager

Date _____

By _____

Certification Program Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Stacy Posegate, via email
Assistant Attorney General
Date February 25, 2026 – email retained in file

ODOT Project Contact:

Valerie Greenway, Area 3
Senior Transportation Project Manager
455 Airport Road SE, Building B
Salem, Oregon 97301
Valerie.Greenway@odot.oregon.gov
(971) 304-5021

Attachment 1
Project Vicinity Map

