

**AGREEMENT FOR SERVICES
SIGNAL MAINTENANCE
City of Bend**

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 the CITY OF BEND, acting by and through its elected officials, hereinafter referred to as "Agency" or "City," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.527 and 366.576, State may enter into cooperative agreements with counties, cities and units of local government 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.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency maintenance resources.
3. The traffic signals listed in Exhibit A, 'Traffic Signal Locations', attached hereto and by this reference made a part hereof, are part of the city street system under the jurisdiction and control of Agency.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Services.** Under such authority, Agency wishes to retain the services of State to perform maintenance, timing adjustments, inspection, emergency repair and provide any required temporary traffic control for Agency's Signal Systems, as described in Exhibit A and signal related work as described in Exhibit D, hereinafter referred to as "Services."
2. **Funding.**
 - a. The total cost for the Services performed under this Agreement by State on behalf of Agency is \$706,000 in Agency funds, which are apportioned as shown on Exhibit B Compensation & Payment Provisions. The total cost for Services may be changed only by written amendment signed by both Parties.
 - b. ODOT is not responsible for funding the Services under this Agreement, Service costs are the responsibility of Agency.

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3. **Exhibits Attached and Incorporated.**

This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:

- Exhibit TCD – Terms, Conditions and Definitions
- Exhibit A – Statement of Work and Delivery Schedule
- Exhibit B – Compensation & Payment Provisions
- Exhibit C – Insurance - Reserved
- Exhibit D – Special Terms & Conditions
- Exhibit E – Americans with Disabilities Act (ADA) Compliance
- Exhibit F – Contact Information

4. **Order of Precedence.**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,
- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement shall begin on the date all required signatures are obtained (“Effective Date”) and shall terminate upon completion of the Services or December 31, 2027, whichever is sooner; unless extended by a fully executed Amendment to this Agreement or terminated per TERMS OF AGREEMENT, Paragraph 7.
6. This Agreement shall supersede any existing traffic signal maintenance service agreements between State and Agency.
7. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.

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- i. State may terminate this Agreement effective upon 180 days 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 perform any of the other provisions of this Agreement, 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.
 - b. If Agency fails to provide payment of its share of the cost of the Services.
 - c. 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 fund its obligations for performance of this Agreement.
 - d. 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 if State is prohibited from paying for such services from the planned funding source.
 - ii. Agency may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by Agency, under any of the following conditions:
 - a. If State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - c. 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 Agency is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
8. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
9. **No Substitutions or Assignments.** Neither State nor Agency shall assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of the other party. The other party's consent to any

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subcontract (or other delegation of duties) does not relieve the assigning party of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.

10. **No Third Party Beneficiaries.** Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement. This provision survives termination of the Agreement.
11. **Waiver; Amendment.** 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 the Parties to enforce any provision of this Agreement shall not constitute a waiver by either Party of that or any other provision. This provision survives termination of the Agreement.
12. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's primary contact at the physical address or email address set forth in Exhibit F, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.
13. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
14. **Counterparts.** This Agreement may be executed in several counterparts 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.

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15. **Integration.** 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.
16. **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.

CITY OF BEND, by and through its
appointed officials

By Eric King
409EE33EB4E64D3
City Manager

Date 3/21/2025

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

By Elizabeth Oshel
19705434244D4ED...
Agency Counsel

Date 3/21/2025

STATE OF OREGON, by and through
its Department of Transportation

By Tiffany JOHNSON
Tiffany JOHNSON (Apr 2, 2025 11:04 PDT)
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By Mark BARRETT
Mark BARRETT (Mar 26, 2025 19:31 PDT)
Region 4 Traffic Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Karen Clevering
Assistant Attorney General

Date 3/12/25

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EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. 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.
2. 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.
3. 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.

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4. 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.

RECORDS

The Parties acknowledge and agree 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 the Parties 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 the Services and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

RIGHT OF ENTRY

1. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

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COMPLIANCE WITH LAW

Both Parties 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 279B.220, 279B.225, 279B.230, 279B.235 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, as amended, 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.

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EXHIBIT A
STATEMENT OF WORK AND DELIVERABLE SCHEDULE
Bend Signal Maintenance

OVERVIEW of SERVICES

State and Agency enter into this Agreement to:

- a) Provide the maintenance, timing adjustments, inspection, and emergency repair for Agency's Signal Systems covered by this Agreement. "Signal Systems" means: signals; flashers; interconnects; illumination connected to signals, flashers or interconnects; video, radar, or other types of detection; control systems for detection, preemption, signals, flashers, and interconnects; and software systems which run the Signal System. The Signal Systems covered by this Agreement are shown in the Services Location Table of this Exhibit A, and
- b) Provide the related signal Services covered by this agreement as identified in Exhibit D.

1. State Responsibilities

- a) State shall perform in a timely manner all necessary maintenance, timing adjustments, inspections, and emergency repairs of Signal Systems listed on the Services Location Table in this Exhibit A and State shall perform any agreed upon signal related work in accordance with the individual task orders and schedules identified in Exhibit D. State to provide any temporary traffic control required to perform the work.
- b) State shall coordinate inspections of each Signal System with Agency.
- c) State shall coordinate with Agency to extract and provide signal programming from the Signal Systems as requested by Agency.
- d) State shall retain the right to review, at its discretion, Signal System timing and to make timing adjustments when needed and as approved by Agency.
- e) When possible, prior to completing emergency repairs, State shall provide Agency at least 24 hours' notice of repair and an estimate of the cost to make the repair. When advance notification was not possible, State shall notify Agency within 24 hours after emergency repairs of the nature, location, and estimated cost of the repair. State shall determine, at its sole discretion and within its reasonable judgment, whether advance notice is possible.
- f) State will provide temporary traffic control in accordance with the Oregon Temporary Traffic Control Handbook (OTTCH). For non-emergency work that requires

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temporary traffic control outside the scope of the OTTCH, State will submit a temporary traffic control plan to the City of Bend a minimum of 14 days prior to starting planned work.

2. Agency Responsibilities

- a) Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the city streets in such a manner as to provide adequate protection for said detector loops.
- b) Agency shall be responsible for locating all Agency utilities in connection with the Signal Systems.
- c) In cases where an Agency construction project will impact the timing at signals, the Agency shall contact the ODOT primary contact and/or the ODOT secondary contact listed in this Agreement a minimum of 14 days prior to the beginning of construction.
- d) Agency shall include the ODOT primary contact and/or the ODOT secondary contact listed in this Agreement in plan development on projects that include signal Services or work that may impact the Signal Systems operations, maintenance, inspection or repair requirements.
- e) Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
- f) Agency agrees to work cooperatively with State to extract and provide Agency with the signal programming from the Signal System.

TASKS, DELIVERABLES and SCHEDULE

State shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this SOW, unless specifically stated otherwise in a particular task. State shall provide all labor, equipment and materials to manage, coordinate, and complete the Services in accordance with the performance and delivery schedules identified in this SOW.

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SERVICES LOCATION TABLE

The traffic signals listed below are part of the city street system under the jurisdiction and control of the Agency. State shall perform services under this Agreement on all Signals and Signal Illumination at the intersections listed below:

1. NW Portland Ave/NW Olney Ave at NW Hill St/NW Wall St
2. Empire Ave at NE Boyd Acres Rd
3. 3rd St at Franklin Ave
4. 3rd St at SE Reed Market Rd
5. 3rd St at Brosterhous Rd
6. 3rd St at Reed Ln
7. 3rd St at Badger Rd
8. 3rd St at Powers Rd
9. 3rd St at SE Wilson Ave
10. NW Wall St at Franklin Ave
11. NW Bond St at NW Oregon Ave
12. NW Bond St at NW Franklin Ave
13. MW Wall St at Oregon Ave
14. NE Olney Ave at NE 8th St
15. NW Colorado Ave at SW Industrial Way
16. NW Colorado Ave at NW Wall St
17. NE Butler Market Rd at Boyd Acres Rd
18. SE 27th St at SE Reed Mkt Rd
19. NW Colorado Ave at NW Bond St
20. NW Arizona Ave at NW Wall St
21. NW Arizona Ave at NW Bond St
22. NE 27th St at NE Neff Rd
23. NE 27th St at Forum Dr
24. NE 27th St at Bear Creek Rd
25. NE Neff Rd at NE Medical Center Dr.
26. NE 27th St at Grand Way (NE Bellevue Dr)
27. NE 27th St at NE Mary Rose Pl
28. NE 27th St at NE Medical Center Dr
29. NW Greenwood Ave at Wall St
30. NW Greenwood Ave at Bond St
31. NE Neff Rd at NE Purcell Blvd
32. NE Butler Market Rd at NE Brinson Blvd.
33. Robal Rd at Hunnell Rd
34. SE Reed Market Rd at American Ln

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EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS

Compensation

1. Compensation for the Services performed, will be billed on a time and materials basis utilizing State's standard rates and exclusions for such Services up to a maximum amount of \$706,000. Said maximum amount shall include reimbursement for all expenses.
2. The total cost to Agency for services performed under this Agreement by ODOT shall not exceed a total of \$706,000 during the duration of this Agreement, to be apportioned as follows:
 - a. \$306,000 in Agency funds for maintenance, timing adjustments, inspection, emergency repair by ODOT of Agency's Signal Systems as described in Exhibit A. The total amount for these services shall not exceed \$102,000 in any calendar year. Additional signal locations may be added to this Agreement by written amendment at an additional cost of \$2,000 per signal per calendar year.
 - b. Up to \$400,000 in Agency funds for signal Services not covered in Paragraph a above and described as signal related Services in Exhibit D. No single task order shall exceed \$100,000. Each task order shall include a not-to exceed amount.
 - c. Any changes to the total cost shall be made by a fully executed amendment to this Agreement.

AGENCY OBLIGATIONS

1. In consideration for the services performed, Agency agrees to pay State on a time and materials basis within forty-five (45) days of receipt by State of the Services invoice up to the maximum contract amount. Said maximum amount shall include reimbursement for all expenses.
2. Agency shall pay one hundred (100) percent of the electrical energy costs associated with the Signal Systems. Agency shall have the power company send bills directly to Agency.
3. Agency shall pay one hundred (100) percent of the maintenance and timing adjustment costs associated with the Agency-owned Signal Systems.
4. Agency shall pay one hundred (100) percent of reasonable emergency repair costs associated with the Agency-owned Signal Systems, as described in Exhibit A 1e.
5. Agency shall pay one hundred (100) percent of the annual inspection costs associated with the Agency-owned Signal Systems provided that the State submits an estimate of inspection costs that is approved in advance by Agency, as described in Exhibit D

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6. 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 Agency's current appropriation or limitation of current biennial budget.

STATE OBLIGATIONS

1. State shall submit monthly billings to Agency along with a work summary for Services performed under this Agreement on a time and materials basis up to the maximum contract amount.
2. State shall perform all necessary maintenance, timing adjustments, inspections, and emergency repairs of Signal Systems listed on Exhibit A
3. State shall coordinate inspections of each Signal System with Agency
4. State shall coordinate with Agency to extract and provide signal programming from the Signal Systems as requested by Agency.
5. State shall retain the right to review, at its discretion, Signal System timing and to make timing adjustments when needed and as approved by Agency.
6. When possible, prior to completing emergency repairs, State shall provide Agency at least 24 hours' notice of repair and an estimate of the cost to make the repair. When advance notification was not possible, State shall notify Agency within 24 hours after emergency repairs of the nature, location, and estimated cost of the repair. State shall determine, at its sole discretion and within its reasonable judgment, whether advance notice is possible.

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EXHIBIT C – INSURANCE - APPLICABLE IF:

RESERVED

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EXHIBIT D - SPECIAL TERMS AND CONDITIONS

1. Parties agree that State may, subject to State's concurrence, perform the additional following signal related work at the request of the Agency at Agency's expense to include but not limited to the following:
 - a. Traffic signal controller replacement;
 - b. Vehicle and multi-modal detection device installation;
 - c. Traffic signal modification design, design review, and construction;
 - d. Traffic signal timing plan preparation and implementation (other than routine maintenance updates and modifications covered by Exhibit A;
 - e. Signalized intersection safety assessments; and
 - f. Traffic signal inspections and other support for City signal modification and construction projects for the signal systems listed in Exhibit A or new signal systems.
2. Items 1(a) through 1(f) above shall be considered separate discrete tasks and the Parties agree that individual task order contracts entered into for work for these items shall include detailed scope, fee, schedule, and any other information pertaining to needed work. Task order contracts shall be on a time and materials basis, utilizing State's standard rates for such work. The total combined value of all task orders issued under this Amendment shall not exceed \$400,000 without a fully executed amendment to this Agreement. Additionally, no single task order contract shall exceed \$100,000. Each task order contract shall include a not-to-exceed amount. Agency does not represent or guarantee any quantity of work due to the on-call nature of the work.
3. Costs to replace damaged equipment shall be agreed upon following the same process outlined in Exhibit A, Paragraph 1 – 'State Responsibilities', (e), and the cost of such work in addition to any other work performed under Exhibit A, Paragraph 1 'State Responsibilities', (e) shall not exceed the limits identified in Paragraph 2 above.
4. Traffic signal Services under this Agreement on City streets shall conform to City standards unless such standards conflict with those identified in 'EXHIBIT E – AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE' in which case the standards identified in 'EXHIBIT E – AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE' shall take precedence over City standards. The City's standards are available at the following location online and are incorporated herein by this reference, however the most recent City standards shall apply at the time Services are performed:

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<https://www.bendoregon.gov/government/departments/community-development/private-development-engineering-division/standards-and-specifications>

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EXHIBIT E - AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

1. Americans with Disabilities Act Compliance:

- a. The Parties agree that all work performed by either Party under this Agreement (“Work”) shall comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”).
- b. Scope of Work:
 - i. The scope of the Work performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, rapid flashing beacons, or installation of pedestrian activated signals.
 - ii. If Work to be performed by either Party includes an alteration under the ADA as set forth in ODOT Maintenance Operational Notices MG 144-03 or MG100-107 (“Alteration”), and thereby triggers additional modifications to the facility in order to comply with the ADA (“ADA Modifications”), and if the ADA Modifications cannot reasonably be included in the Work, then the Work falls outside the scope of this Agreement. The Parties may enter into a separate agreement for performance of such work and ADA Modifications. Whether specific Work may include an Alteration shall be determined by the Party responsible for performing the Work.
- c. **For Work performed by ODOT under this Agreement, the Parties shall:**
 - i. Utilize ODOT standards, including but not limited to ODOT Maintenance Operational Notices MG 100-107 (“MG 100-107”), MG144-03 (“MG144-03”), and MG Activities-2 (“MG Activities-2”), to ensure that the Work complies with the ADA, and
 - ii. Follow ODOT’s processes for modification or upgrade of pedestrian-activated signals and performance of any ADA Modification, including but not limited to MG 144-03 and MG 100-107.
- d. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature that was addressed as part of the Work (“Feature”), including ADA Modifications, that falls under Agency’s jurisdiction, is maintained in compliance with the ADA throughout the useful life of the Feature. 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,

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- 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 alterations during the useful life of the Feature 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.
- e. Maintenance obligations in Subsection e above shall survive termination of this Agreement.
- f. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
 - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 10 Office located at 63055 N. Hwy 97, Bend, OR 97703 during regular business hours, or at the following locations online:
 - MG 100-107: https://www.oregon.gov/odot/ADA/Technical/MG100-107_w-diagram.pdf
 - MG 144-03: <https://www.oregon.gov/odot/ADA/Technical/MG144-03.pdf>
 - MG Activities-2: https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf
 - ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

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EXHIBIT F - CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. State's Contact:

State's primary contact for this Agreement is:

Name:	Jason Briedis - Traffic Operations Engineer
Address:	63055 N Highway 97, Bldg K Bend, Oregon 97703
Ph:	(541) 215-9517
E-mail:	Jason.Briedis@odot.oregon.gov

State's secondary contact for this Agreement is:

Name:	David Hirsch – Region Traffic Operations Engineer
Address:	63055 N Highway 97, Bldg K Bend, Oregon 97703
Ph:	(541) 604-4977
E-mail:	David.hirsch@odot.oregon.gov

b. Agency Contacts:

Agency's primary contact for this Agreement is:

Name:	Janet Hruby – Project Engineer/Streets
Address:	575 NE 15 th St Bend, OR 97701
Ph:	(541) 306-1083
E-mail:	jhruby@bendoregon.gov

Agency's Contact for legal notices is:

Name:	City Manager
Address:	710 NW Wall St Bend, OR 97703

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Ph:	541-388-5505
E-mail:	legalnotice@bendoregon.gov

2. Either Party may change the primary contact designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to Region 4 Agreements Coordinator.

42028_Bend_Signal_Maintenance_3.11.25

Final Audit Report

2025-04-02

Created:	2025-03-25 (Pacific Daylight Time)
By:	Albert BEERNINK (Albert.H.Beernink@odot.oregon.gov)
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"42028_Bend_Signal_Maintenance_3.11.25" History

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