

**AMENDMENT NUMBER 01
AGREEMENT FOR SERVICES
SIGNAL MAINTENANCE
City of Bend**

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 the **City of Bend**, acting by and through its elected officials, hereinafter referred to as “Agency” or “City,” entered into on April 2, 2025.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase costs.

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.**
 - a. **Exhibit B Shall be deleted in its entirety and replaced with the attached Revised Exhibit B – Compensation and Payment Provisions. All references to “Exhibit B” shall hereinafter be interpreted to refer to “Revised Exhibit B.”**
 - b. **TERMS OF AGREEMENT, Paragraph 2.a., Page 1, which reads:**
 - 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.

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

- a. The total cost for the Services performed under this Agreement by State on behalf of Agency is \$1,286,000 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.
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.

CITY OF BEND, by and through its elected officials

By _____

Date _____

By _____

Date _____

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

By _____

Agency Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____

Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Region 4 Traffic Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Maribeth T. Bonner Via-email

Assistant Attorney General

Date: 5/6/26

REVISED 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 \$1,286,000. 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 \$1,286,000 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 plus up to \$50,000 in contingency funds through the term of the Agreement. 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 \$930,000 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.

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, 1.e.

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 are approved in advance by Agency, as described in Exhibit D.
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.