

**CONTRACT FOR SERVICES
CITY OF BISBEE**

THIS CONTRACT is made this 21st day of July, 2015, by and between the City of Bisbee (hereinafter "the City") and The City of Douglas (hereinafter "the Contractor").

WHEREAS the City is in need of certain services, as more particularly specified in the Request for Proposal designated as BISBEE PUBLIC TRANSIT SERVICE and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein,
IT IS HEREBY AGREED THAT:

1. The Contractor promises and agrees to perform the work and to provide the services, and pursuant to the terms and conditions, as described in the Request for Proposals, the Contractor's Response to the Request for Proposals, and the Amendment to Request for Proposals (attached hereto as Exhibit A), each of which is incorporated herein by reference (collectively referred to as the Contract Documents). This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees.

2. The Contractor shall begin operating the Bisbee Public Transit Service on October 1, 2015 and further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.

3. This Contract shall become effective when signed by all parties hereto and remain in effect through September 30, 2018, with an option of up to two (2) one (1) year renewals if agreed to by both parties, from the date of approval, or for such period as may be otherwise specified in the Contract Documents. It may be renewed for an additional period upon the mutual agreement of the parties.

4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed \$209,271 per year. The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor's sole cost.

5. Payment shall be made by the City to the Contractor on the basis of monthly invoices detailing the work included within each billing period. The Contractor's billing period shall be on a monthly basis, or as otherwise specified in the Contract documents. The Contractor

shall provide periodic reports and updates on the progress being made in connection with these payment requests, sufficient for the City to determine that satisfactory progress is being made.

6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR: Humberto River, Transit Manager
City of Douglas, Douglas Rides
345 16th Street
Douglas, AZ 85607

TO CITY: Lorena Valdez, Transit Program Manager
City of Bisbee, Community Development Department
118 Arizona Street
Bisbee, AZ 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By [Signature] Date 08-10-15
Mayor Ron Oertle

ATTEST:
[Signature]
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:
[Signature]
Britt Hanson, City Attorney

APPROVED:
CITY OF DOUGLAS

By [Signature] Date 8-13-15
~~Mayor Danny Ortega~~

ATTEST:
[Signature]
Brenda Aguilar, City Clerk

APPROVED AS TO FORM:
[Signature]
Juan Flores, City Attorney