



APPENDIX C

Sample AGREEMENT FOR BULLHEAD AREA TRANSIT SYSTEM SHORT RANGE TRANSIT PLAN

This Agreement for Bullhead Area Transit System Short Range Transit Plan ("Agreement") is entered into and effective between the City of Bullhead City, an Arizona municipal corporation ("City"), and _____, ____, an Arizona _____ ("SUBRECIPIENT"), as of the ___ day of _____, 2026.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A ("Project") and as further shown in the attached exhibits with funding provided by the Federal Transit Administration through the Arizona Department of Transportation with a local match provided by the City of Bullhead City; and
- B. City desires to retain the services of SUBRECIPIENT to perform all professional services ("Services") and produce the specific work as set forth in the attached Project; and
- C. City and SUBRECIPIENT desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and SUBRECIPIENT agree as follows:

1. Services.

- (A) Generally. SUBRECIPIENT will provide all Services necessary to assure the Project, as outlined below and in the attached Exhibit A, is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City designated employees, and working closely with others, including other consultants or SUBRECIPIENTS, retained by City.
- (B) Scope of Work. SUBRECIPIENT will engage in coordination with the City Manager's office in the performance of the activities outlined in Exhibit A (Scope of Work) and in accordance with SUBRECIPIENT'S response incorporated herein as Exhibit C.
- (C) Project Team. Any individuals performing Services under this Agreement, besides the SUBRECIPIENT, must be approved by the City Manager. If SUBRECIPIENT engages the services of others to assist in the performance of the Services, SUBRECIPIENT agrees that SUBRECIPIENT will be fully responsible for that individual's services, authorized or unauthorized, while engaged in Services or while on the premises on which the Services are performed.

2. **Schedule**. SUBRECIPIENT anticipates completing the Project no later than _____, 2026.

3. **SUBRECIPIENT'S Work**.

3.1 Standard. SUBRECIPIENT must perform Services in accordance with the standards of due diligence, care, and quality prevailing among SUBRECIPIENTS having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria, including acting in accordance with the representations made under SUBRECIPIENT'S proposal and as identified in this Agreement.

3.2 Compliance.

- (A) Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- (B) SUBRECIPIENT will separately execute the Certification required in the Federal Clauses attached as Exhibit B hereto.
- (C) This Agreement is being administered under funds provided by the Federal Transit Administration and City will be obligated to comply with all associated regulations applicable to the use of funds.

3.3 Coordination; Interaction.

- (A) SUBRECIPIENT will proactively interact with any other consultants or contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.4 Federal Compliance.

During the performance of this Agreement, the SUBRECIPIENTS, for itself, its assignees and successors in the interest agrees as follows:

- (A) Compliance with Regulations. The SUBRECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the Agreement.
- (B) Nondiscrimination. The SUBRECIPIENT, with regard to the work performed by it during the Agreement will not discriminate on the grounds of race, color, disability, sex or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practice when the Agreement covers a program set forth in Appendix A of 49 CFR part 21.
- (C) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the SUBRECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from the Agreement's Appendix A and B, and where appropriate, Appendix C.
- (D) Information and Reports. The SUBRECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (E) Sanctions for Non-Compliance. In the event of the SUBRECIPIENT'S non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the

SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies, and/or cancellation, termination or suspension of the Agreement, in whole or in part.

4. Compensation for the Project.

4.1 Compensation. SUBRECIPIENT'S compensation for the Project will not exceed \$ _____.

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of Services as outlined in the Project is significantly modified.

(A) Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the SUBRECIPIENT without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications. SUBRECIPIENT will submit an invoice to the City's Finance Department and include a detailed description of services rendered application for final payment. Invoices must be submitted to: City of Bullhead City, Attention: Accounts Payable, P.O. Box 22350, Bullhead City, Arizona 86439.

5.2 Payment. Payment may be subject to or conditioned upon City's receipt of completed work generated by SUBRECIPIENT.

5.3 Review and Withholding. City Manager's office will review and make payments.

(A) If request for payment is rejected, the City will issue a written listing of the items not satisfactorily performed and the needed corrections.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination. City may terminate this Agreement for cause if SUBRECIPIENT fails to cure any breach of this Agreement within two working days after receipt of written notice specifying the breach.

6.1 SUBRECIPIENT will not be entitled to any payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, affect the amount due, City may adjust the amount due.

6.2 If City's direct damages exceed amounts otherwise due to SUBRECIPIENT, SUBRECIPIENT must pay the difference to City immediately upon demand.

7. Conflicts of Interest. SUBRECIPIENT acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. SUBRECIPIENT must procure and provide proof of insurance to the City that will protect the City and its interests while the Services are being performed. This protection may be in the form as determined and agreed to between the parties before commencement of Services

9. Indemnification.

(A) To the fullest extent permitted by law, SUBRECIPIENT must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including reasonable attorneys' fees and litigation expenses (each, a "Demand or

Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or SUBRECIPIENT) and that arises out of or results from the breach of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT'S negligent actions, errors or omissions (including any sub-contractor or other person or firm employed by SUBRECIPIENT), whether sustained before or after completion of the Project.

- (B) SUBRECIPIENT is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

10. Immigration Law Compliance. SUBRECIPIENT warrants, to the extent applicable under A.R.S. § 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects SUBRECIPIENT to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the SUBRECIPIENT or any of its employees participating in this Agreement to ensure compliance with this paragraph.

11. Israeli Boycott. SUBRECIPIENT certifies under A.R.S. § 35-393.01 et seq., that it does not participate in, and agrees not to participate in during the term of this Agreement, a boycott of Israel.

12. Notices.

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if the Notice is in writing, and delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested). The burden of proof of the place and time of delivery is upon the party giving the Notice. Digitalized signatures and copies of signatures will have the same effect as original signatures. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (A) Received on a business day, or before 5:00 p.m. Arizona time, at the address for Notices identified for the party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m. Arizona time; or
- (B) As of the next business day after receipt, if received after 5:00 p.m. Arizona time.

12.2 Representatives.

- (A) SUBRECIPIENT. SUBRECIPIENT'S representative (the "SUBRECIPIENT'S Representative") authorized to act on SUBRECIPIENT'S behalf with respect to the Project, and his or her address for Notice delivery is:

SUBRECIPIENT

- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Bullhead City
Michael Peluso, Transit Manager
2355 Trane Road
Bullhead City, Arizona 86442

With required copies to:

City Manager
City of Bullhead City
2355 Trane Road
Bullhead City, Arizona 86442

City Attorney
City of Bullhead City
2355 Trane Road
Bullhead City, Arizona 86442

- (C) Concurrent Notices.

- (1) All notices to the City must also be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's Representative until the time that it has also been received by City Manager and City Attorney.

(D) Changes. SUBRECIPIENT or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Entire Agreement; Survival; Miscellaneous.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and SUBRECIPIENT and supersedes all prior conversations and negotiations between the Parties regarding the Project or this Agreement.

(A) Neither party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the Parties.

13.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The Parties are of equal bargaining position and this Agreement must be construed equally between the Parties without consideration of which of the Parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the Parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The initial term of this Agreement commences upon the effective date and continues through _____, 2026.

15. Exhibits. The following exhibits are incorporated by this reference.

- Exhibit A Project – Scope of Work (to be attached upon execution)
- Exhibit B Federal Clauses (to be attached upon execution)
- Exhibit C SUBRECIPIENT'S Response

[Signatures on following page]

EXHIBIT A

**AGREEMENT FOR BULLHEAD AREA TRANSIT SYSTEM
SHORT RANGE TRANSIT PLAN
GRT20-0007904T, CFDA 20.505 METROPOLITAN TRANSPORTATION AND STATE PLANNING**

PROJECT

See attached depiction

EXHIBIT B

**AGREEMENT FOR BULLHEAD AREA TRANSIT SYSTEM
SHORT RANGE TRANSIT PLAN
GRT20-0007904T, CFDA 20.505 METROPOLITAN TRANSPORTATION AND STATE PLANNING**

See attached Federal Clauses

EXHIBIT C

**AGREEMENT FOR BULLHEAD AREA TRANSIT SYSTEM
SHORT RANGE TRANSIT PLAN
GRT20-0007904T, CFDA 20.505 METROPOLITAN TRANSPORTATION AND STATE PLANNING**

See attached Subrecipient's Response