

PIMA ASSOCIATION OF GOVERNMENTS
REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS
GENERAL LEGAL COUNSEL

Notice is hereby given that Pima Association of Governments and the Regional Transportation Authority of Pima County hereinafter referred to as PAG and RTA, respectively, are conducting a competitive process to retain the best qualified law firm ("Counsel") to provide general legal services to PAG and RTA.

PAG/RTA invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate the firms' qualifications and experience. The firm determined to be best qualified will then be invited to enter into negotiations with PAG/RTA for a retainer agreement.

All submittals must be received by the due date and at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** PAG/RTA reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized, or all proposals are rejected.

SUBMITTAL DUE DATE	July 11, 2025 10:00 A.M. LOCAL AZ TIME
SUBMITTAL LOCATION	PIMA ASSOCIATION OF GOVERNMENTS 1 E. BROADWAY BLVD., SUITE 401 TUCSON, AZ 85701
QUESTIONS SHALL BE DIRECTED TO:	ROY CUARON 1 E. BROADWAY BLVD., SUITE 401 TUCSON, AZ 85701 Phone: (520) 495-1470

A. SCOPE OF SERVICES

1. INTRODUCTION

PAG/RTA intend to retain a qualified law firm to provide general legal services. The work to be performed under this retainer agreement is intended to supplement PAG/RTA's normal ongoing workload. The successful firm shall provide as-needed legal services to PAG and RTA, and must be capable of providing advice and representation in the following areas of law:

- a. Arizona municipal corporations
- b. Arizona special taxing districts
- c. Arizona open meetings law
- d. Arizona conflict of interest law
- e. Arizona public records law
- f. Personnel
- g. Public finance and bonds¹
- h. Elections
- i. Banking
- j. Right-of-way acquisition and eminent domain
- k. Contracts and intergovernmental agreements
- l. Utility location/relocation

2. TIME OF PERFORMANCE

The term of this contract shall commence upon award and shall remain in effect until terminated by PAG/RTA or Counsel.

3. FINANCIAL CONSIDERATIONS

- a. In consideration of the services performed under this contract, PAG/RTA shall pay Counsel in accordance with hourly rates negotiated prior to PAG/RTA entering into a retainer agreement with Counsel.
- b. Counsel shall not be reimbursed for normal business use mileage within Pima County. Work requiring travel outside of Pima County shall include reimbursement for travel and per diem expenses paid per current PAG/RTA allowances. Vehicle usage, lodging, and per diem expenses for out-of-town Counsel must be identified and approved in Counsel's cost proposal.

¹ The RTA anticipates retaining separate bond Counsel in addition to the firm retained as General Counsel.

- c. Counsel shall consider normal computer usage for daily activities as a part of overhead, except for direct costs for computerized legal research, which may be submitted for reimbursement with no markup.
- d. PAG/RTA will pay Counsel following the submission of itemized invoice(s). Counsel shall submit separate invoices for services rendered to PAG and RTA. Each itemized invoice must bear a written certification by an authorized PAG/RTA representative confirming the services for which payment is requested.
- e. The invoice shall be submitted monthly based upon completed work and direct costs incurred.
- f. Direct expenses shall be paid at cost to Counsel and shall include no markup.
- g. PAG/RTA will review fully documented requests for a rate adjustment only after this retainer agreement has been in effect for one year. PAG/RTA will determine whether the requested rate adjustment or an alternate option is in the best interest of PAG/RTA.

B. INSTRUCTIONS TO OFFERORS

1. SUBMITTAL FORMAT

Original and 3 copies (4 total) of each submittal should be turned in to the RTA on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and relate to the solicitation. The sections of the submittal should be tabbed and clearly identifiable. PAG/RTA will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the Offeror's submittal.

- a. *Where to send submittals.* In order to be considered, the Offeror must complete and send its submittal to Pima Association of Governments, 1 E. Broadway Blvd., Suite 401, Tucson, AZ 85701. The submittal must be received no later than by the specified opening date and time. The Offeror's submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, DATE, AND TIME of SUBMITTAL OPENING shall be written on the envelope.
- b. *Inquiries.* Any question related to this solicitation shall be directed to Roy Cuaron, whose contact information appears on the front side of this document. The Offeror shall not contact or ask questions of PAG/RTA for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at his sole discretion. Any correspondence related to a solicitation should refer to the appropriate page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.

2. CONTRACT NEGOTIATIONS

At the completion of the evaluation process, PAG/RTA will develop a short list of the most qualified offerors. Thereafter, the PAG/RTA may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the retainer agreement deemed by PAG/RTA to be necessary. In the event that PAG/RTA is not able to negotiate successfully with the top ranked Offeror, PAG/RTA shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may

choose to cancel the solicitation in its entirety. An Award shall be made by PAG/RTA to the Offeror whose submittal and subsequent negotiation is most advantageous to it.

3. AWARD OF CONTRACT

Notwithstanding any other provision of the solicitation, PAG/RTA reserves the right to:

- a. waive any immaterial defect or informality; or
- b. reject any or all offers, or portions thereof; or
- c. reissue the solicitation.

A response to this solicitation is an offer to enter into negotiations and come to agreement with PAG/RTA based upon the terms, conditions, and specifications contained in this solicitation. Submittals do not become retainer agreements unless and until they are executed by PAG/RTA. All of the terms and conditions of the solicitation shall be incorporated into the retainer agreement, unless any of the terms and conditions are modified by a solicitation amendment, an agreement amendment, or by mutually agreed terms and conditions in the final agreement documents.

4. FAMILIARIZATION OF SCOPE OF WORK

Before signing a retainer agreement, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a retainer agreement shall constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

5. LATE PROPOSALS

Late submittals shall not be considered.

6. WITHDRAWAL OF SUBMITTAL

At any time prior to a specified solicitation due time and date, an Offeror (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.

7. AMENDMENT OF SOLICITATION

The Offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.

8. SUBMITTAL

The offer and any solicitation amendments must be signed and returned with the Offeror's submittal.

9. CONFIDENTIAL INFORMATION

If a person believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then Roy Cuaron should be so advised in writing. PAG/RTA shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

10. UPON NOTICE OF INTENT TO AWARD

The apparent successful Offeror shall sign and file with PAG/RTA, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the retainer agreement.

11. EXCEPTIONS TO AGREEMENT PROVISIONS

A response to any Request for Qualifications is an offer to enter into an agreement with PAG/RTA based upon the agreement provisions contained in this Request for Qualifications, including but not limited to the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the agreement provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of Michael J. Ortega or his designee. If an offer is returned with modifications to the agreement provisions that are not expressly approved in writing by Michael J. Ortega or his designee, the agreement provisions contained in PAG/RTA's Request for Qualifications shall prevail.

12. PREPARATION OF SUBMITTAL

a. *Evaluation Requirements.* The evaluation will be conducted in accordance with the following plan:

(1) Screening Phase: The criteria for selecting firms shall be as follows:

- (a) Qualifications of the Firm
- (b) Firm Experience
- (c) Available Resources to Act as Counsel
- (d) Other Considerations, as Determined by PAG/RTA
- (e) Preference for Local Firm
- (f) Interview
- (g) Past Performance (scored based upon all information from PAG/RTA member jurisdictions, outside agencies, and references provided by Counsel)

- (2) Interview Phase: PAG/RTA may choose to interview offerors either before or after developing the short list. In addition, PAG/RTA reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

- b. *Instructions for Submittal.* All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal.

Erasures, interlineations or other modifications in the submittal shall be initialed in the original ink by the authorized person signing for Counsel's offer. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittal for the projects shall be limited to a cover letter not exceeding two pages expressing interest and identifying a single individual as the point of contact for any future correspondence and a uniform questionnaire. Firms are advised to follow guidelines and submit only the requested information. A page is one side of an 8½" x 11" sheet (minimum font size is 11).

C. UNIFORM COUNSEL QUESTIONNAIRE

Firms will be screened based on evaluation of the following criteria, which are listed in relative order of importance.

1. EXPERIENCE AND QUALIFICATIONS OF FIRM

Provide experience and qualifications of key firm members. Identify firm experience on similar work or representing government clients.

2. FIRM EXPERIENCE ON SIMILAR WORK

- a. Provide the experience of the firm on similar work or representing government clients. Identify the type and location of the similar work and provide references who may be contacted.
- b. Identify up to three similar clients and demonstrate how the experience and knowledge gained makes your firm well qualified for this agreement and provide at least one reference for each client listed.

3. AVAILABLE RESOURCES TO COMPLETE THE PROJECT

Describe the analytical tools and resources available to and used by your firm that may be applicable to this work. Indicate the availability of the resources. Submit a typical organizational chart of personnel to be assigned to this representation together with the specific aspects of the representation to which the designated individual will be involved.

4. PAST PERFORMANCE

Scores shall be assigned based upon information obtained from PAG/RTA member jurisdictions, outside agencies, and references provided by Counsel.

5. BILLABLE RATES

Provide your firm's current range of billable rates for this type of work, including the billable rates for attorneys anticipated to be primarily responsible for this work and explaining any government discount provided.

6. LOCAL FIRM STATUS:

Complete the following information to indicate local firm status:

Name of Firm:

Address:

Date office established in Pima County:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT:

AUTHORIZED SIGNATURE

DATE

D. SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS

<u>COVERED AFFORDED</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statute
Commercial General Liability Insurance Including:	\$1,000,000 – Bodily Injury Combined Single Limit \$100,000 Property Damage
A. Products and Completed Operations	
B. Blanket Contractual	
C. Premises-Operations-Personal Injury	
Professional Liability Insurance (Errors and Omissions) See Special Conditions	\$5,000,000 (Minimum) Combined Single Limit

SPECIAL CONDITIONS:

- A.** PAG/RTA WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY.
- B.** Policies will not be cancelled or reduced in coverage without ten (10) days written notice to PAG/RTA.
- C.** Deductibles will be stated on the certificate of insurance and are subject to the review and approval of PAG/RTA.
- D.** Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which PAG/RTA is exposed.
- E.** Professional liability insurance carried by Counsel must cover all elements of the project including professional services performed by subcontractors. If Counsel's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The RTA may require a copy of the professional liability insurance policy to verify coverage.

2. OTHER CONTRACTS

PAG/RTA may, as its sole option, enter into retainer agreements for additional work with other law firms. Counsel shall fully cooperate with such other law firms and with PAG employees to accommodate such other work. Counsel shall not commit or permit any act that interferes with the performance of such work by other law firms.

3. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, PAG/RTA shall pay Counsel in accordance with the negotiated retainer agreement rates, and Counsel shall charge PAG/RTA only in accordance with those same rates. PAG/RTA will pay Counsel following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized PAG/RTA representative confirming the services for which payment is requested.

4. AMENDMENTS

Amendments to this solicitation may be obtained from PAG/RTA. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. PAG/RTA take no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

5. CONTRACT TERM

The term of this retainer agreement shall commence upon award and shall remain in effect until terminated by PAG/RTA or Counsel.

E. STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation, the following definitions shall apply:

- a. **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.
- b. **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the RTA may, at its sole option, ask the Offeror to provide the information or evaluate the submittal without the information.
- c. **May:** Indicates something that is not mandatory but permissible.
- d. **PAG/RTA:** Pima Association of Governments (PAG) and Regional Transportation Authority (RTA), 1 E. Broadway Blvd, Suite 401, Tucson AZ 85701
- e. **Agency or User Department:** Used interchangeably to mean Pag/RTA department or division responsible for managing the retainer agreement.
- f. **Counsel or Firm:** Used interchangeably in referring to legal services.
- g. **Evaluation Committee:** The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
- h. **Joint Venture:** Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- i. **Retainer Agreement:** The legal agreement executed between PAG/RTA and Counsel.
- j. **PAG/RTA Project Manager:** The PAG/RTA employee specifically designated as responsible for monitoring and overseeing Counsel's performance under this retainer agreement.

2. NOTICE TO PROCEED

Counsel agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

3. RECORDS

Internal control over all financial transactions related to this retainer agreement shall be in accordance with sound fiscal policies. PAG/RTA may, at reasonable times and places, audit the books and records of Counsel. Said audit shall be limited to this retainer agreement and its scope of services.

4. COUNSEL'S RESPONSIBILITY

- a. Counsel shall be responsible for producing professional quality work under this agreement. When corrections are required because of a deficiency in the services provided under this agreement, PAG/RTA shall consider the extent to which Counsel may be reasonably liable.
- b. Neither PAG/RTA's review, approval or acceptance of, nor payment for, the services required under this retainer agreement shall be construed to operate as a waiver of any rights under this retainer agreement or of any cause of action arising out of the performance of this retainer agreement, and Counsel shall be and remain liable to PAG/RTA in accordance with applicable law for all damages to PAG/RTA caused by Counsel's negligent performance of any of the services furnished under this retainer agreement.
- c. If Counsel is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- d. Counsel agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm admitted to the State Bar of Arizona.
- e. Counsel shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on other documents notwithstanding prior approval by PAG/RTA.
- f. By signing the retainer agreement, Counsel affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

5. ADDITIONAL COMPENSATION

- a. Counsel shall submit a written proposal and secure PAG/RTA's written approval of same prior to the performance by Counsel of any work for which additional compensation will be requested.
- b. Without PAG/RTA's prior written approval of the proposed work and the fee, therefore, PAG/RTA will not consider payment of any sums other than those already set forth under the agreement.

6. EXCLUSIVE POSSESSION

All work of authorship, resulting from this agreement, shall become property of PAT/RTA. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this agreement are the sole property of PAG/RTA. Property of PAG/RTA shall not be used or released by Counsel or any other person except with prior written permission by PAG/RTA.

7. ADVICE AND CONSULTATION

Counsel shall be available to PAG/RTA for advice and consultation on questions which may arise during the course of this agreement.

8. PUBLIC HEARINGS

Counsel shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this agreement.

9. TIME RECORDS

Counsel shall maintain complete, current and daily records covering all hours actually worked. PAG/RTA shall have the right to audit and/or examine such records at any time during the progress of this agreement and shall withhold payment if such documentation is found by PAG/RTA to be incomplete or erroneous.

10. PROTEST PROCEDURE

If a firm believes that PAG/RTA has not properly followed the selection procedures, the firm may file a written protest with PAG/RTA. A protest of a Request for Qualifications shall be received by PAG/RTA before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the

protestor knows or should have known the basis of the protest. A protest shall include:

- a. The name, address, and telephone number of the protester;
- b. The signature of the protestor or its representative;
- c. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- d. The form of relief requested.

11. CERTIFICATION

By signature in the offer section of the Offer page, Counsel certifies:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. Counsel shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- c. Counsel has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- d. Counsel submitting the offer hereby certifies that the individual signing the offer is an authorized agent for Counsel and has the authority to bind Counsel to the retainer agreement.

12. TERMINATION OF CONTRACT:

- a. PAG/RTA may terminate this agreement in whole or, from time to time, in part, for PAG/RTA's convenience or because of the failure of Counsel to fulfill the obligations set forth in the agreement. Upon receipt of the notice of termination, Counsel shall 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver the information and materials accumulated in performing this Contract, whether completed or in process, to PAG/RTA.
- b. Upon termination, PAG/RTA shall pay Counsel for all work actually performed through the date and time of termination.

13. ARBITRATION

No provision of the agreement relating to arbitration or requiring arbitration shall apply to or be binding upon PAG/RTA except by PAG/RTA's express written consent given subsequent to the execution of the agreement. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Counsel shall continue to render the services required by this agreement without interruption, notwithstanding the provisions of this section.

14. INDEPENDENT COUNSEL

- a. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- b. Counsel shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by PAG/RTA, and that such days do not accumulate for the use of same at a later date.
- c. PAG/RTA will not provide any insurance coverage to Counsel, including Worker's Compensation coverage. Counsel is advised that taxes or Social Security payments shall not be withheld from a PAG/RTA payment issued hereunder, and that Counsel should make arrangements to directly pay such expenses, if any.

15. NON-EXCLUSIVE AGREEMENT

Any agreement resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of PAG/RTA. PAG/RTA reserves the right to obtain like services from another source when necessary.

16. AFFIRMATIVE ACTION

Counsel agrees to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, marital status and/or familial status, and who agree and are responsive to PAG/RTA's goals.

17. AMERICANS WITH DISABILITIES ACT

Counsel shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. § 12101-12213, and applicable federal regulations under the Act.

18. CONFIDENTIALITY OF RECORDS

Counsel shall establish and maintain procedures and controls that are acceptable to PAG/ RTA for the purpose of assuring that no information contained in its records or obtained from PAG/RTA or from others in carrying out its functions under the agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the agreement. Persons requesting such information should be referred to PAG/RTA. Counsel also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Counsel as needed for the performance of duties under the agreement, unless otherwise agreed to in writing by PAG/RTA.

19. GRATUITIES

PAG/RTA may, by written notice to Counsel, cancel this agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Counsel or any agent or representative of Counsel, to any officer or employee of PAG/RTA. In the event this agreement is canceled by PAG/RTA pursuant to this provision, PAG/RTA shall be entitled, in addition to any other rights and remedies, to recover or withhold from Counsel the amount of the gratuity.

20. APPLICABLE LAW

This agreement shall be governed by the law of the State of Arizona, and suits pertaining to this agreement shall be brought only in Federal or State courts in the State of Arizona.

21. AGREEMENT

The final agreement document shall be written and shall be based upon the Request for Qualifications issued by PAG/RTA, the offer submitted by Counsel in response to the Request for Qualifications, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. PAG/RTA reserves the right to clarify any agreement terms with the concurrence of Counsel; however, any substantial non-conformity in

the offer, as determined by PAG/RTA, shall be deemed non-responsive and the offer rejected. The agreement shall contain the entire agreement between PAG/RTA and Counsel relating to this requirement and shall prevail over any and all previous agreements, proposals, negotiations, purchase orders, or master agreements in any form.

22. AGREEMENT AMENDMENTS

This agreement shall be modified only by a written agreement amendment signed by PAG/RTA and persons duly authorized to enter into agreements on behalf of Counsel.

23. PROVISIONS REQUIRED BYLAW

Each and every provision of law and any clause required by law to be in the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

24. SEVERABILITY

The provisions of this agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the agreement which may remain in effect without the invalid provision or application.

25. INTERPRETATION - PAROL EVIDENCE

This agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

26. ASSIGNMENT – DELEGATION

Counsel's rights and obligations may not be assigned or delegated without the express written approval of PAG/RTA.

27. RIGHTS AND REMEDIES

No provision in this document or in Counsel's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of agreement. The failure of either party to insist upon the strict performance of any term or condition of the agreement or to exercise or delay the exercise of any right or remedy provided in the agreement, or by law, or the acceptance of services or obligations imposed by this agreement or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the agreement.

28. ACKNOWLEDGMENTS

Counsel acknowledges that all services delivered under this agreement shall conform to the specifications of this agreement. Mere receipt of services specified and any inspection incidental thereto by PAG/RTA, shall not alter or affect the obligations of Counsel or the rights of PAG/RTA under the foregoing warranties. Additional warranty requirements may be set forth in this document.

29. INDEMNIFICATION

To the fullest extent permitted by law, Counsel, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless RTA, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Counsel relating to work or services in the performance of this agreement, including but not limited to, any Sub-Counsel or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Counsel's employees.

30. DUTY TO DEFEND

Counsel shall, at its own expense, defend PAG/RTA, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of Counsel, or its employees or agents, in connection with the performance or nonperformance of this agreement.

31. RIGHT TO ASSURANCE

Whenever one party to this agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a

written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation with this agreement.

32. ADVERTISING

Counsel shall not advertise or publish information concerning this agreement without prior written consent of PAG/RTA.

33. WORK SCHEDULE

The Counsel shall adhere to any and all work schedules developed under this agreement.

34. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-Counsel unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by agreement modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this agreement.

35. PAYMENT

A separate invoice shall be issued for each service performed, and no payment shall be issued prior to receipt of service and correct invoice. PAG/RTA shall make every effort to process payment for services within twenty-one (21) calendar days after receipt of services and a correct invoice.

36. LICENSES

Counsel shall maintain current status admission to the State Bar of Arizona.

37. COST OF PROPOSAL PREPARATION

PAG/RTA shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

38. PUBLIC RECORD

All proposals submitted in response to this request shall become the property of PAG/RTA and shall become a matter of public record available for review subsequent to the award notification.

39. SUBSEQUENT EMPLOYMENT

PAG/RTA may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement, on behalf of PAG/RTA, or becomes, at any time while this agreement or any extension of the agreement is in effect, an employee of, or a Counsel to any other party to this agreement with respect to the subject matter of the agreement. Such cancellation shall be effective when written notice from PAG/RTA is received by the parties to this agreement unless the notice specifies a later time.

40. CONTINUITY

Counsel shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this agreement. Supporting documents, files, and records shall be retained by Counsel for at least five (5) years after the termination of this agreement.

F. OFFER

TO PAG/RTA:

The Undersigned hereby offers and agrees to enter into negotiations with PAG/RTA to provide the compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, contact:

FIRM NAME

NAME

ADDRESS

PHONE

CITY / STATE / ZIP

FAX

SIGNATURE OF PERSON AUTHORIZED TO SIGN

PRINTED NAME

TITLE