

**PIMA ASSOCIATION OF GOVERNMENTS**  
**CONTRACT FOR PROFESSIONAL SERVICES**

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This Contract, made and entered into by and between the Pima Association of Governments, an Arizona non-profit corporation, referred to as **PAG** in this Contract, and Traffic Research & Analysis, Inc., an Arizona corporation with its principal business address at 3844 E. Indian School Rd. Phoenix, Arizona 85018-5235, referred to as **Contractor** and **Consultant** in this Contract.

**WITNESSETH:**

**WHEREAS**, PAG has been designated a Metropolitan Planning Organization, pursuant to Title 23, Section 134 of the United States Code; Title 23, Section 450.300 of the Code of Federal Regulations, and Executive Order No. 70-2, dated July 8, 1970, by the Governor of the State of Arizona;

**WHEREAS**, PAG receives state and federal funding pursuant to PAG's contract with the Arizona Department of Transportation;

**WHEREAS**, PAG desires to engage the Contractor to perform professional services as specified in this Contract;

**WHEREAS**, the Contractor represents that it is fully able and professionally qualified to perform such services;

**WHEREAS**, the PAG Regional Council authorized the negotiation and execution of this Contract by the PAG Executive Director at its May 25<sup>th</sup>, 2017 regular meeting; and

**WHEREAS**, PAG has authorized this Contract for the sum total amount of \$80,175.00.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter contained, PAG does hereby engage the Contractor and the Contractor does hereby accept engagement in accordance with the conditions and terms that follow:

**A. SCOPE OF WORK**

SEE ATTACHMENT A, incorporated herein by this reference.

**B. SPECIAL TERMS AND CONDITIONS**

**1) Key Personnel:**

**Principal in Charge: Susan Medland**, an officer of the Contractor, will serve as the Principal in Charge and will have the authority to commit resources necessary to complete the Scope of Work and be ultimately responsible for satisfactory execution of all work tasks.

**Contractor's Project Manager: Robert Medland**, an employee of the Contractor, will serve as the primary contact with the PAG Project Manager, Aichong Sun. The Contractor's Project Manager's responsibilities will include coordination and management of day-to-day work, development and production of all deliverables, reviewing and responding to PAG inquiries and comments, and tracking the status of the Contract budget and schedule.

**2) Performance Schedule:** The Contractor may begin performing only upon receipt of the Notice to Proceed and Task Orders. The work shall be completed in a timely manner and all deliverables submitted to the PAG Project Manager no later than Aichong Sun. This Contract shall terminate on May 31, 2018 unless extended at the sole option of PAG. Based upon PAG's needs, and in PAG's sole discretion, this Contract is eligible for three (3) one year renewals, based on the performance and availability of the Contractor.

**3) Insurance:** The Contractor shall obtain insurance as described below and keep such coverage in force throughout the life of the Contract. All policies must contain an endorsement providing that written notice be given to PAG at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability and workers' compensation insurance the liability insurance policy(s) shall include PAG as an additional insured with respect to liability arising out of the Contract. The Contractor agrees that its insurance will be primary and that any insurance carried by PAG will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Worker's Compensation	\$ Statutory
Employees Liability	\$ 100,000.00
Professional Liability (Errors and Omissions)	\$ 1,000,000.00
General Liability	\$ 2,000,000.00
Vehicles	\$ 1,000,000.00

The Contractor must present to the PAG Procurement Officer written evidence (Certificates of Insurance) of compliance with these insurance requirements prior to the start of work and shall satisfy PAG regarding their adequacy.

- 4) **Summary Progress Reporting Requirements:** The Contractor shall prepare and submit summary progress reports to the PAG Project Manager on a monthly basis or as otherwise requested by the PAG Project Manager.

## C. GENERAL TERMS AND CONDITIONS

### 1) Key Terms and Definitions:

- **PAG:** Pima Association of Governments, 1 East Broadway Blvd., #401 Tucson, AZ 85701.
- **Contract:** This legal document executed between PAG and the Contractor.
- **Contractor:** The individual, partnership or corporation who, as a result of the competitive procurement process, is awarded a contract by PAG.
- **Disadvantaged Business Enterprises (DBE):** DBEs are for-profit small businesses where socially and economically disadvantaged individuals own at least 51% interest and also control management and daily business operations.
- **May:** Indicates an action that is permissible, but not mandatory.
- **PAG Project Manager:** The PAG employee, who is responsible for overseeing the Contractor's performance under this Contract.
- **Shall, Must and Will:** Indicate an action that is mandatory.
- **Should:** Indicates an action that is recommended, but not mandatory.

- 2) **Termination:** PAG, upon certification of the PAG Executive Director, without prejudice to any other right or remedy of PAG, and after giving the Contractor ten (10) working days written notice, may terminate the Contract with the Contractor. Such termination will apply to all work, or any part thereof, including, but not limited to, the following reasons:

- A. The Contractor should be adjudged bankrupt;
- B. The Contractor should persistently or repeatedly refuse or fail to perform in accordance with the requirements of the Contract;
- C. The Contractor abandons the work, or unnecessarily or unreasonably delays the work;
- D. Funds are not appropriated or are otherwise unavailable to PAG, including matching funds from the University of Arizona are not received;

- E. The Contractor should be found by PAG to have a conflict of interest as contemplated by Arizona Revised Statutes §38-511;
  - F. The Contractor refuses to correct, at the Contractor's sole expense, any portion of the work product determined by PAG's Project Manager to be deficient; or
  - G. PAG determines that termination is in the best interest of PAG.
- 3) **Records:** Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. PAG may, at reasonable times and places, audit the books and records of the Contractor, or any and all of the sub-contractors' records. Such audit shall be limited to the Contract and the execution of its Scope of Work.
  - 4) **Arbitration:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration, shall apply to or be binding upon PAG except by PAG's express written consent given subsequent to execution of the Contract. However, at PAG's sole option, or by other means expressly approved by PAG, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Section 12-1501 et seq. The Contractor shall continue to render the services required by the Contract without interruption, notwithstanding the provisions of this section.
  - 5) **Independent Contractor:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, 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.
  - 6) **Non-Exclusive Contract:** The Contract is awarded with the understanding and agreement that it is for the sole convenience of PAG. PAG reserves the right to obtain like goods and services from another source at PAG's convenience.
  - 7) **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables which may have a potential copyright or patent value, and which are created under the Contract, shall be the property of PAG and shall not be used by the Contractor or any other person except with the prior written permission of PAG.
  - 8) **Commencement of Work:** The Contractor shall work only after receiving PAG's Notice to Proceed from the PAG Project Manager. The Contractor shall complete all work to the reasonable satisfaction of PAG in accordance with the Scope of Work and Task Orders.
  - 9) **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to PAG for the purpose of assuring that no information contained in its records or obtained from PAG or from others in carrying out functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to PAG. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to

employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PAG or as required by law.

**10) Certification:** By signature on the Contract, the Contractor certifies that:

- a. The submission of the offer did not involve collusion or anti-competitive practices.
- b. The Contractor 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 PAG officer or employee or to any public servant in connection with the submitted offer. Signing the Contract with a false statement in connection with this provision shall void the Contract and may result in PAG exercising other remedies under the law and the Contract.
- c. The Contractor hereby certifies that the individual signing the Contract is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.
- d. Neither the Contractor nor any of its subcontractors is debarred, suspended or otherwise ineligible to receive state or federal funds.

**11) Gratuities:** PAG may, by written notice to the Contractor, cancel the Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of PAG amending or making any determinations with respect to performance of the Contract. In the event the Contract is canceled by PAG pursuant to this provision, PAG shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor, the amount of the gratuity.

**12) Conflict of Interest:** PAG may cancel the Contract as though it were a political subdivision, pursuant to A.R.S. 38-511.

No member of the governing body of PAG, and no other officer, employee or agent of PAG or its member jurisdictions who exercise any function or responsibility in connection with planning and carrying out work or services under this Contract or any relative thereof shall have any substantial interest, direct or indirect, in this Contract or subcontract, or to the proceeds thereof; and the Contractor shall take appropriate steps to assure compliance.

**13) Applicable Law:** The laws of the State of Arizona shall govern the Contract, and suits regarding this Contract shall be brought only in Federal or State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Pima County, Arizona.

**14) Contract Terms and Conditions:** PAG reserves the right to clarify any contractual terms or conditions with the concurrence of the Contractor; however, any substantial non-conformity in the Contract, as determined by PAG, shall be deemed non-responsive and the Contract terminated. The Contract contains the entire agreement between PAG and the Contractor relating to the work and services provided hereunder and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

**15) Contract Amendments:** The Contract shall be modified only by a written Contract amendment signed by PAG's Executive Director and persons duly authorized to enter into contracts on behalf of the Contractor. While amendments are discouraged, they may be considered when PAG adds related work to the original Scope, or when PAG and the Contractor agree that changes to the nature of one or more tasks are sufficient to warrant modification of the Scope. PAG may choose to issue a new RFP for such work, rather than provide a Contract amendment. Amendments may also be required to extend the term of the Contract. Any work performed by the Contractor without an appropriate amendment shall be at the Contractor's sole cost.

**16) Assignment – Delegation:** No right or interest in the Contract shall be assigned by the Contractor without prior written permission of PAG, and no delegation of any duty of the Contractor shall be made without the prior written permission of the PAG Project Manager. PAG shall not unreasonably withhold approval, and shall notify the Contractor of PAG's position within fifteen (15) days of receipt of written notice by the Contractor.

**17) Rights and Remedies:** No provision in this Contract shall be construed, expressly or by implication, as a waiver by PAG of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of PAG to insist upon the strict performance of any term or condition of the Contract, or to exercise, or to delay the exercise of, any right or remedy provided in the Contract or by law, shall not be deemed a waiver of the right of PAG to insist upon strict performance of the Contract.

**18) Protests:** Any protest shall be in writing and shall be filed with the PAG Project Manager. A protest of the Request for Proposal shall be received by PAG's Executive Director before the RFP opening date. Any protest of an award or of a proposed award shall be filed within ten (10) days after the protesting party knows or should have known the basis of the protest.

Any protest shall include:

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

**19) Indemnification:**

- a. The Contractor shall indemnify, defend, and hold PAG harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the Contractor, PAG, any of PAG's officers, directors and employees, or any person, regardless of who makes the claim, to the extent they result from the negligent or wrongful acts of the Contractor, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The Contractor's obligation under this section shall not apply to any damages caused by the negligence of PAG or its employees. The indemnity provided in this section shall survive termination of this Contract. The minimum limits and types of insurance provided for in Section B3 shall not limit the scope and extent of indemnity hereunder.
  
- b. In addition, pursuant to the ADOT Contract, Contractor shall indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Contract, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, hereinafter referred to as "Claims") for bodily or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or wrongful acts or omissions of Contractor or any of the directors, officers, agents, employees or subcontractors of Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The indemnity provided in this Section shall survive termination of this Contract.

**20) Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means an 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-contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall promptly notify the other party in writing of such delay, and shall specify the cause(s) of the delay in the notice. The notice shall be hand-delivered or mailed certified – return receipt, and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause the 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 contract modification for a period of time equal to the time that results.

**21) Right to Assurance:** Whenever PAG has reason to question the Contractor’s intent or ability to perform, PAG may demand that the Contractor give a written assurance of its intent or ability to perform. In the event that a demand is made, and no written assurance is given within five (5) days, PAG may treat this failure as an anticipated breach of the Contract.

**22) Advertising:** The Contractor shall not advertise or publish information concerning the Contract without prior written consent of PAG.

**23) Right to Inspect:** PAG may, at reasonable times, and at PAG’s expense, inspect the place of business of the Contractor or any sub-contractor, which is directly or indirectly related to the performance of the Contract as awarded, or proposed to be awarded.

**24) Quality of Materials, Services and Deliverables; Disclaimer Statement:** All materials, services and other deliverables are subject to acceptance by PAG. Materials, services or other deliverables (either interim or final) failing to conform to the specifications of the Contract or which are deemed to be substantially deficient by the Project Manager, shall be returned to the Contractor for remedy. If so returned, all costs to remedy the deficiencies shall be the responsibility of the Contractor. Should the Contractor dispute the Project Manager’s decision regarding the quality of the work product at issue, the Contractor may appeal the Project Manager’s decision, through the Transportation Planning Director, to the PAG Executive Director. The decision of the Executive Director shall be final. In the event the Executive Director should find the work product at issue to be deficient, and the Contractor refuses to correct the work product at the Contractor’s sole cost, the Executive Director may invoke its remedies set forth in this Contract for noncompliance. Any reports and maps completed under this Contract shall contain the following statement: “The contents of this document reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of PAG or any governmental agency or entity.”



- 25) Exclusive Possession:** All services, information, computer program elements, reports, and other deliverables created under the Contract, are the sole properties of PAG, and shall not be used or released by the Contractor or any other person except with prior written permission of PAG.
- 26) Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to PAG until PAG actually accepts the material or service at the point of delivery, unless otherwise provided within this Contract.
- 27) Default in One Installment to Constitute Total Breach:** The Contractor shall deliver conforming work or materials in each installment or lot of the Contract and may not substitute non-conforming work or materials. Delivery of non-conforming work or materials, or default of any nature, shall, at the option of PAG, constitute a breach of the Contract as a whole.
- 28) Liens:** All materials, services and other deliverables supplied to PAG under this Contract shall be free from all liens other than the security interest held by the Contractor until payment in full is made by PAG. Upon request of PAG, the Contractor shall provide a formal release of all liens.
- 29) Licenses and Compliance with Laws:** The Contractor shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work hereunder and operation of the business conducted by the Contractor as applicable to the Contract, throughout its duration. The Contractor and any sub-contractors shall fully comply with all applicable federal, state and local laws and all grant funding requirements in performing hereunder.
- 30) Affirmative Action:** The Contractor agrees to abide by the PAG affirmative action policies as stated in PAG Resolution # 84-4, dated November 21, 1984. These are included in the Personnel Policies of the Pima Association of Governments as approved by the PAG Regional Council on November 21, 1984, and as they may be amended.
- 31) Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 32) Non-discrimination:** The Contractor, with regard to the work performance by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment

practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**33) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**34) Participation in ADOT Local Public Agency DBE Data Collection and Reporting System:** Projects using federal funding require that the Consultant, as well as any sub-consultants, register as a “vendor” in the ADOT Local Public Agency DBE Data Collection and Reporting System.

**35) DBE Reporting:** The federal government and ADOT maintain and mandate participation in a DBE program, which is intended to remedy past and current discrimination against disadvantaged businesses. The DBE program ensures a “level playing field” and fosters equal opportunity in all DOT assisted contracts.

Federal projects with a DBE goal require that the Consultant and DBE sub-consultants use the ADOT reporting system (<https://arizonalpa.dbesystem.com>) to show the making/receipt of timely payments.

**36) DBE Verification:** During the life of the Contract PAG and/or ADOT staff may conduct visits as necessary to verify the DBE consultants listed on the project are in fact providing the work indicated. Should a DBE sub-consultant identified in the proposal not perform up to standard, the Consultant shall contact the ADOT Civil Rights Office or the PAG Contract Officer for possible alternatives before terminating the sub-consultant contract. Possible courses of action include, but are not limited to, replacement of the DBE if another DBE is available, or the reduction of the DBE goal depending on the progress of the project and the availability of qualified DBE consultants. The Consultant shall submit at the completion of the project the “Certification of Payments to DBE Firms” affidavit for each DBE working on the project.

**37) Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PAG, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to PAG, the *Federal Highway Administration, or Arizona*

*Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.

**38) Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the Non-discrimination provisions of this Contract, PAG will impose such Contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. cancelling, terminating, or suspending the Contract, in whole or in part.

**39) Incorporation of Provisions:** The Contractor will include the provisions of Sections 31, 32, 33, 37, 38 and 39 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as PAG, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request PAG to enter into any litigation to protect the interests of PAG. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**40) Americans with Disabilities Act:** The Contractor 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 this Act.

**41) Method and Schedule of Payment:** The method and schedule of payment is subject to the requirements and restrictions of PAG and the funding agencies.

PAG agrees to reimburse the Contractor up to the sum specified on page 1 that shall constitute full and complete compensation for the Contractor's services.

PAG's normal policy is to process invoices requesting payment for work done within thirty (30) days, upon satisfactory delivery of products, services, and/or goods, as well as receipt of properly complete invoices and the necessary Project Manager approvals. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed. Each itemized invoice must bear a written certification by the authorized PAG Project Manager confirming satisfactory progress or completion of services for which payment is requested.

Invoices for payment will be submitted by task and line item as presented in the proposal on a monthly basis. From time to time additional documentation may be required.

Invoices for payment will be submitted by mail to:

Pima Association of Governments  
1 East Broadway Blvd., #401  
Tucson, AZ 85701  
Attn: Accounts Payable

Costs incurred by the Contractor as a result of any changes by PAG and/or the Contractor outside the Scope of Work of this Contract will not be allowed for reimbursement under this Contract unless such changes and related costs were approved by PAG in writing prior to the Contractor's incurring such costs.

Payment to the Contractor in advance of the Contractor incurring costs for authorized work to be performed under the Scope of Work of this Contract is prohibited unless PAG makes a written determination prior to the payment that an advance payment is in PAG's best interest.

- 42) Equipment Maintenance:** The Contractor must maintain all equipment, as applicable, in good working order throughout the length of the project, repairing or replacing any unsafe or inoperative equipment without delay.
- 43) Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under the Contract. The Contractor will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.
- 44) Retention of Records:** The Contractor shall retain all work materials and records relating to the performance of the Scope of Work of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.
- 45) Right to Financial Audit:** PAG retains the right to audit at reasonable times and places the financial books and records of the Contractor relating to the performance of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.
- 46) Assignment of Principals:** The Contractor shall maintain the assignment of its Principals as shown in B1. Prior written permission shall be obtained from the PAG Project Manager for any change in these assignments. PAG will notify Contractor if PAG changes its Project Manager.
- 47) Lobbying:** If this Contract exceeds \$100,000.00 Contractor shall complete the Certification for Federal-Aid Contracts (ECS Form 90-1, attached hereto), and when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3, attached hereto).

**48) Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ["A.R.S."] section 41-4401, PAG is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. section 23-214(A). PAG must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. section 23-214(A). Therefore, in signing or performing this Agreement for PAG, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. section 23-214(A);
  - B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
  - C. PAG or its designee retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under subsection A.
- 49) No Boycott of Israel:** Pursuant to A.R.S. 35-393.01, PAG may not enter into a contract with a company to acquire services, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, Contractor makes this certification.

**AUTHORIZATION FOR THIS CONTRACT:**

The PAG Regional Council duly authorized execution of this Contract on May 25, 2017

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

**PIMA ASSOCIATION OF GOVERNMENTS      TRAFFIC RESEARCH AND ANALYSIS**

\_\_\_\_\_  
Farhad Moghimi  
As PAG Executive Director and Not Personally  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan S. Medland  
President  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas A. Benavidez  
PAG Legal Counsel  
  
Date: \_\_\_\_\_