



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 08/07/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Greenlight Traffic Engineering, LLC (Headquarters: Phoenix, AZ)

***Project Title/Description:**

LIDAR Asset Data Extraction

***Purpose:**

Award: Contract No. CT-TR-19-011. This award of contract is to provide LIDAR Asset Extraction in a not-to-exceed amount of \$367,631.00 for a contract term from 08/07/18 to 06/30/19. Administering Department: Transportation.

***Procurement Method:**

Pursuant to the Direct Selection authority of A.R.S. § 34-103, award for Requisition 304565 is recommended to the aboved-named consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachment: Direct Select Request Memo and Contract

***Program Goals/Predicted Outcomes:**

Provide geospatial location of Transportation Department assets including: edge of pavement and type of curb, sidewalks, curb cuts and curb ramps, striping and pavement markings, street lights and signal poles.

***Public Benefit:**

The asset data is a key component of the Transportation Network Management System (TNMS). TNMS will increase the effectiveness and efficiency of managing Transportation assets and network.

***Metrics Available to Measure Performance:**

Asset data is provided by vendor in a digital format that can be uploaded into the County GIS system.

***Retroactive:**

No.

*To: COB - 7.20.18
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(1)*

Contract / Award Information

Document Type: CT Department Code: TR Contract Number (i.e., 15-123): 19-011

Effective Date: 08/07/18 Termination Date: 06/30/19 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 367,631.00 Revenue Amount: \$ _____

*Funding Source(s) required: Transportation Operation (Highway User Revenue Fund (HURF))

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? N/A

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Matt Sage, Procurement Officer Matt Sage 07/10/18

Department: Procurement John Green, Status Procurement Manager Telephone: 724-8586

Department Director Signature/Date: _____ John Green 07/10/18

Deputy County Administrator Signature/Date: _____ [Signature] 7/12/18

County Administrator Signature/Date: _____ [Signature] 7/12/18
(Required for Board Agenda/Addendum Items)

DATE: June 15, 2018
Ana M. Olivares
FROM: Ana M. Olivares
Director, Transportation

TO: Mary Jo Furphy
Director, Procurement

SUBJECT: **Direct Select – Greenlight Traffic Engineering
LIDAR Asset Data Extraction**

The Department of Transportation (DOT) is requesting approval to direct select Greenlight Traffic Engineering to extract the LIDAR asset data collected under a different project. The LIDAR asset data has been previously captured by the "Sign Inventory and Panel Replacement" project in a digital video format. Greenlight Traffic Engineering is currently managing this project under contract number CT-TR-18-153 and the firm was selected through a competitive process. The LIDAR asset data extraction will need a new contract as the "Sign Inventory and Panel Replacement" project is federally funded and scope cannot be added.

DOT requires that the LIDAR asset data be extracted into a graphical spatial format so that the information can be utilized by the future Transportation Network Management System (TNMS). The extraction of the LIDAR asset data requires a consulting firm that has experience with data extraction along with detailed knowledge and equipment to be able to extract the information. As mentioned in the first paragraph, Greenlight Traffic Engineering has been involved with the management of the data collection as part of the "Sign Inventory and Panel Replacement" project since its initiation. Greenlight Traffic Engineering and DBI, a sub-consultant, is currently extracting data required for the Sign Inventory and Panel Replacement project. As a by-product of this project, they are also storing information regarding the additional assets required for TNMS, and they have the capability of extracting the required information in an economical and timely manner thus making them uniquely qualified for this purpose.

This data extraction needs to start at the beginning of fiscal year FY 19 and needs to be completed by January of 2019, so that we can meet our goal of having the TNMS operational by June 2019.

Pursuant to Arizona Revised Statutes and Board of Supervisor (BOS) Policy 29.1 Section C., DOT understands that this contract will need BOS approval and cannot exceed \$500,000. DOT respectfully requests your approval to direct select Greenlight Traffic Engineering for services totaling \$367,631.00. Attached is Greenlight Traffic Engineering's scope and proposal for your review.

AMO:BR:dg

Attachment *Contract Exhibit A & B*

c: Yves Khawam, Chief Deputy Director
Jim Cunningham, Deputy Director
Paul Bennett, Division Manager
Seth Chalmers, Division Manager
Bob Roggenthen, Civil Engineering Manager
Rich Franz-Under, Program Manager
Anthony Schiavone, Procurement CCO

Approved
Mary Jo Furphy
6/21/18

PIMA COUNTY DEPARTMENT OF TRANSPORTATION	
PROJECT:	LIDAR Asset Data Extraction
CONSULTANT:	Greenlight Traffic Engineering, LLC 7600 N. 15 th Street, Suite 150 Phoenix, AZ 85020
AMOUNT:	Not to Exceed \$367,631.00
FUNDING:	Transportation Operation (Highway User Revenue Fund (HURF))

CONTRACT

NO. CT-TR-19-011

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

(stamp here)

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Greenlight Traffic Engineering, LLC, hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona qualified to provide LIDAR asset data extraction services; and

WHEREAS, CONSULTANT has been managing the LIDAR asset data collection as part of the "Sign Inventory and Panel Replacement" project in a digital video format; and

WHEREAS, COUNTY now requires that the LIDAR asset data be extracted into a graphical spatial format so that the information can be utilized by the future Transportation Network Management System (TNMS); and

WHEREAS, CONSULTANT has detailed knowledge, experience, and equipment unique to the data extraction process and is qualified and willing to provide such services; and

WHEREAS, CONSULTANT was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work; and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows.

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Supervisors commences on August 7, 2018, and terminates on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, must approve any change order to the Contract or to the Scope of Services before CONSULTANT performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide LIDAR Asset Data Extraction services for the COUNTY as described in **EXHIBIT A: SCOPE OF WORK** (14 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Three Hundred Sixty-Seven Thousand Six Hundred Thirty-One Dollars and Zero Cents (\$367,631.00). CONSULTANT'S fees are as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (4 pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. The COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices must be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges shall be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

4.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 4.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress Street, 3rd Floor, Tucson, Arizona 85701; Fax No. (520) 724-4434.

4.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused

by any negligent, reckless or intentionally wrongful act or omission of CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnitee.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – STATUS OF CONSULTANT

The status of CONSULTANT is that of an independent contractor and CONSULTANT is not an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the Contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 9 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 10 – SUBCONSULTANT

CONSULTANT is fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 11 – NON-ASSIGNMENT

CONSULTANT may not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold consent to assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 12 – NON-DISCRIMINATION

CONSULTANT will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONSULTANTS**. During the performance of this Contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
 - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 3. Failure to provide competent supervision at the site;
 - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 - 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 - 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;

7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY will have no further obligation to CONSULTANT, other than for services rendered prior to termination.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Bob Roggenthen, PE, Project Manager
Department of Transportation Traffic Engineering
Building # 9
1313 S. Mission Road
Tucson, AZ 85713
(520) 724-2357

CONSULTANT:

Scott Kelley, PE, PTOE, Principal/Project Manager
Greenlight Traffic Engineering
7600 N. 15th Street, Suite 150
Phoenix, AZ 85020
(602) 499-1339
Email: scottk@greenlightte.com

ARTICLE 19 – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions will prevail.

ARTICLE 20 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 24 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 21 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 22 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this Contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 23 – DELAYS

Neither party hereto will be in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 24 – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 25 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 26 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each SUBCONSULTANT who performs any work for CONSULTANT under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any SUBCONSULTANT in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any SUBCONSULTANT'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONSULTANT, and the subcontract is suspended or terminated as a result, CONSULTANT will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONSULTANT (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of COUNTY'S rights, and the SUBCONSULTANT'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 28 – ISRAEL BOYCOTT CERTIFICATION

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by the County up to and including termination of this Contract.

The remainder of the page intentionally left blank.

ARTICLE 29 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONSULTANT:



Signature

Scott Kelly, Principal

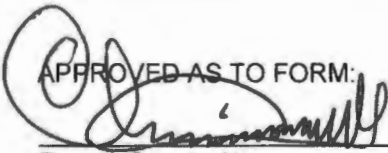
Name and Title (Please Print)

7/16/18

Date

ATTEST:

Clerk of the Board



APPROVED AS TO FORM:
Deputy County Attorney

CHRISTOPHER STRAUB

Name (Please Print)

7-10-2018

Date

EXHIBIT A: SCOPE OF WORK

(14 pages)



Greenlight
Traffic Engineering

May 29, 2018

Mr. Bob Roggenthen, PE
Pima County Department of Transportation
201 N. Stone Ave., 4th Fl.
Tucson, AZ 85701

Re: Pima County Sign Inventory and Panel Replacement
LIDAR Asset Extraction

Dear Mr. Roggenthen:

Greenlight Traffic Engineering, LLC (Greenlight) has prepared our scope of work and fee proposal for the LIDAR Asset Extraction project.

The total fee requested for executing this work is **\$367,631**. The following text, derivation of cost proposal summary, man-hour derivation and subconsultant scopes of work and fee proposals outline the anticipated tasks and effort to complete the project.

PROJECT DESCRIPTION

Pima County Department of Transportation (County) has identified local funding to extract additional assets from LIDAR data collected as part of the Sign Inventory and Panel Replacement project. These assets include: pavement markings; lane markings; crosswalks; edge of pavement; curb ramps; guard rail and concrete barrier.

Greenlight will perform project management and DBI will perform LIDAR data extraction and delivery.

ITEMS TO BE FURNISHED BY PIMA COUNTY

- Input on data delivery format

PRIME CONSULTANT SCOPE OF WORK

1.0 PROJECT MANAGEMENT

1.1 Invoicing and PM reports

Greenlight will prepare and electronically transmit monthly invoices to the Pima County Project Manager. Greenlight will include a Project Manager's report summarizing:

- Past work effort
- Planned work effort
- Scope changes/value added to date
- Schedule status
- Budget status
- Input needed from County
- Other issues and/or concerns

This task includes preparation of up to six (6) invoices and project manager reports.

1.2 Pima County Coordination

Greenlight will coordinate with the County's Project Manager and functional groups to address day-to-day project items that need input from County staff. Time for these efforts includes five (5) emails or phone calls per month (estimated at 0.5 hours each) for the 6-month project duration.

1.3 Subconsultant Coordination

Greenlight will coordinate with DBi Services (DBi) to address day-to-day project items that need input. Time for these efforts includes four (4) emails or phone calls per month (estimated at 0.5 hours each) for the 6-month project duration.

1.4 Develop Contact List

Greenlight will update the list of project stakeholders to include new individuals added to the project as part of the LiDAR extraction efforts, including any management that would like to stay informed. Greenlight will update this list and maintain prior versions when individuals are added or dropped from the project team. This list will also be used as the sign-in sheet for any formal in-person, teleconference or video conference team meetings, as well as for creating and updating master email distribution lists. This task includes updating the document during the established period of performance.

1.5 Develop Detailed Schedule

Greenlight will develop a detailed schedule with an established baseline, predecessors and successors to track progress and critical path items. Greenlight will update the schedule and maintain prior versions when changes are made. This task includes updating the document during the established period of performance.

1.6 Develop Issue Tracking Matrix

Greenlight will develop an issue tracking matrix. This document will be updated and monitored to confirm that all issues are resolved in a timely and acceptable manner. This task

includes updating the issue tracking matrix during the originally established period of performance.

1.7 Develop Decision Log

Greenlight will develop a decision log that will track the following items related to decisions made including:

- Decision maker/owner (e.g., team, group, individual) (Who)
- Decision description and details (alternatives considered, if applicable) (What)
- Dates of decision identified and finalized (When)
- Decision rationale (Why)
- Sources of decision/approval (e.g., meeting, phone call, email) (Where)
- Overriding decision

This task includes updating the decision log during the originally established period of performance.

TASK 1.0 DELIVERABLES:

- 6 Invoices and Project Manager reports

2.0 MEETINGS

2.1 Coordination Meetings, Agendas, Draft Meeting Summaries, Final Meeting Summaries

Greenlight will coordinate with appropriate parties to organize coordination meetings to discuss project issues and provide status updates. Meetings include agenda development. Each meeting will be documented with summary notes distributed to the project team in draft and final forms. This task includes up to six (6) coordination meetings. Meeting prep, attendance and summary notes are estimated at four (4) hours each meeting.

TASK 2.0 DELIVERABLES

- 6 Meeting Agendas
- 6 Draft Meeting Summaries
- 6 Final Meeting Summaries

SUBCONSULTANT SCOPES OF WORK AND FEE PROPOSALS

LIDAR Asset Extraction – DBi Services’ scope of work and fee proposal is attached for reference. Their fee has been included as “Outside Services” in the Derivation of Cost Proposal Summary.

PRELIMINARY SCHEDULE MILESTONES

Milestone	Estimated Completion
Final SOW & Fee Proposal Acceptance	Friday, June 1, 2018
Board of Supervisors Approval	Tuesday, June 19, 2018
Notice to Proceed	Monday, July 2, 2018
Kickoff Meeting	Monday, July 9, 2018
Asset Extraction Delivered to County	Friday, January 25, 2019

EXCLUSIONS


The below exclusions are planning and design capabilities for which Greenlight can perform services; however, they are specifically excluded from this scope of work:

- Traffic and traffic safety studies
 - Intersection capacity
 - Signal and/or stop warrants
 - Signal progression
 - Traffic calming
 - Crash summaries
 - Crash diagrams
 - Safety performance functions (SPFs)
 - Before / After safety analysis
 - Safe routes to school (SRTS)
 - Strategic transportation safety plans
 - Road safety assessments (RSAs)
- Transportation planning
 - Transportation master plans
 - Pedestrian plans
 - Bike plans
- Traffic Engineering Design
 - Utility coordination
 - Construction sequencing
 - Traffic control
 - Pavement marking
 - Traffic signals
 - Lighting
 - Intelligent transportation systems (ITS)
 - Horizontal geometric design
 - Parking lot layout
- Tort liability support
- 3rd party study and design plan review

On behalf of the Greenlight team, we look forward to working with the Pima County Department of Transportation to complete this important project.

Sincerely,

Greenlight Traffic Engineering, LLC



Scott Kelley, PE, PTQE
Principal / Project Manager
scottk@greenlightte.com
(602) 499-1339

1.0 BARRIERS

1.1 Guardrail/ Concrete Barriers

Type: Polyline

Definition: Guardrails are represented by a single line that runs along the top of the guardrail or concrete barrier. The length of the guardrail will be reported

Default Attributes:

Name	Data Type	Description	Example
Type	String	The Type of Barrier	“Guardrail”, “Concrete”
Length	Decimal	Length of the Line Segment	100.0
Height EOP	Decimal	Height of the feature above the nearest EOP.	18.2

1.2 Walls / Retaining

Type: Polyline

Definition: Wall or Retaining features will be described as a line feature that runs along the top edge of the physical structure.

Default Attributes:

Name	Data Type	Description	Example
Type	String	The Type of Wall	"Sound" "Earth Retaining"
Length	Decimal	Length of the Line Segment	100.0
Height EOP	Decimal	Height of the feature above the nearest EOP.	18.2



2.0 LINE WORK

2.1 Driveway Cut

Type: Polyline

Definition: Driveway cuts are represented as a polyline feature that mark the edges of the visible driveway that connects the the nearest edge of pavement or driveable surface.

Default Attributes:

Name	Data Type	Description	Example
Width	Decimal	Width of Driveway Cut	10.5



Drive Cut with Width Measurement

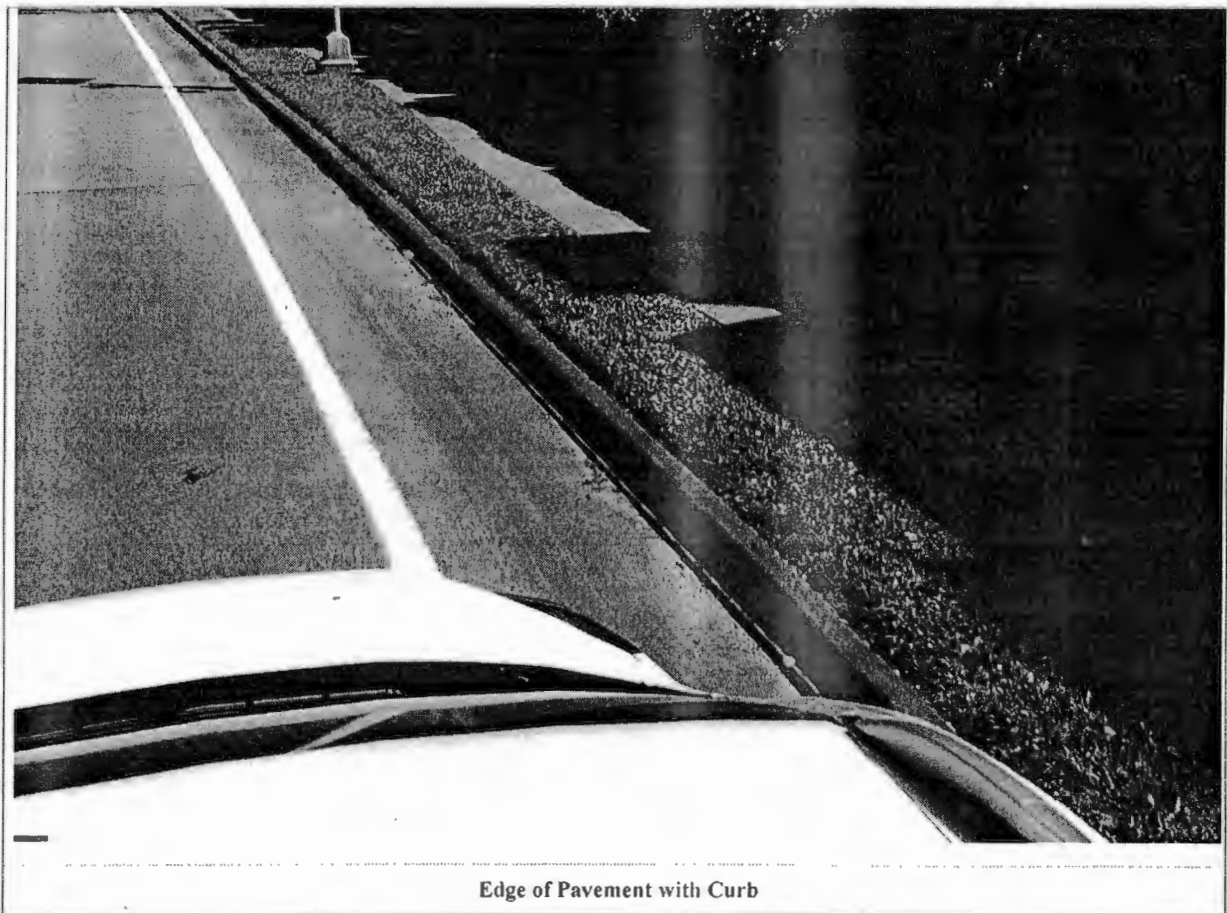
2.2 Edge of Pavement (EOP)/ Curbs

Type: Polyline

Definition: Edge of pavement is defined as a series of line features that divides the edge of driveable asphalt or concrete surface with either the beginning of the curb or where the drivable surface meets terrain.

Default Attributes:

Name	Data Type	Description	Example
Type	String	Type of EOP	“Curb, Curb and gutter, rounded, vertical ”
Width	Decimal	Width of Pavement	20.0



2.3 Lanes

Type: Polyline

Definition: Lane Centerlines are represented by a continuous line that represents one segment of lane travel. Lines will be broken or started when either a lane is added/removed or if a roadway condition changes for the lane (type or speed change).

Default Attributes:

Name	Data Type	Description	Example
Length	decimal	Length of the Line Segment	150.0
Lane Type	String	A description of the intention of the lane	"Thru Lane", "Left Turn Only", "Left Turn Or Thru", "Right Turn Only", "Right Turn Or Thru", "Intersection Path", "Parking"

2.4 Pavement Striping

Type: Polyline

Definition: Linework is defined as a series of line features that mark where there is visible paint striping on the collected roadway

Default Attributes: None

Name	Data Type	Description	Example
Color	String	Color of Line	"Yellow", "White"
Type	String	Type of Line Pattern	"Single", "Double", "Dashed"

2.5 Sidewalk

Type: Polygon

Definition: Sidewalks are defined as a series of line features that mark the bounds of the visible sidewalk within the right-of-way distance to the EOP. Sidewalks will be marked by two lines representing the interior and exterior bounds of the sidewalk. Sidewalk lines will capture the overall shape and definition of the physical sidewalk. Where Sidewalks meet curb, the interior line would run on the visible separation where the curb intersects the sidewalk.

Default Attributes:

Name	Data Type	Description	Example
Type	String	Type of Sidewalk	"Concrete", "Gravel", "Dirt"



Sidewalk

3.0 POINT FEATURES

3.1 Crosswalk

Type: Point

Definition: Crosswalks will be represented as a point feature placed at the approximate center of the visible painted feature.

Default Attributes:

Name	Data Type	Description	Example
Width	Decimal	Width of Crosswalk Paint	6



3.2 Pavement Messages

Type: Point

Definition: Pavement messages will be represented as a point feature placed at the approximate center of the visible painted feature.

Default Attributes:

Name	Data Type	Description	Example
Type	String	Message/Symbol Visible name based upon internal library of types.	"Stop", "Arrow_Left"

3.3 Street Lights

Type: Point

Definition: Point marking where the base of the signal pole intersects the terrain.

Default Attributes: None

3.4 Traffic Lights

Type: Point

Definition: Traffic lights are defined as a point feature placed at the center of the traffic light. Each traffic light on a signal pole would have a point feature.

Default Attributes:

Name	Data Type	Description	Example
ParentID	string	ID of parent signal pole	XXXXXXXXXX
Height EOP	decimal	Height of the feature above the nearest EOP.	18.2
Light Count	Integer	Number of Visible Lights	"3", "5"

3.5 Signal Poles/ Cabinets

Type: Point

Definition: Point marking where the base of the signal pole intersects the terrain and attributed if a Cabinet is present.

Default Attributes: None



3.7 ADA Ramps

Type: Point

Definition: ADA Ramps will be marked as a single point feature at the center of the feature. ADA Ramps will be marked regardless if a yellow pad is visible just as long as the curb flares are visible in the LiDAR.

Default Attributes: None

EXHIBIT B: CONSULTANT FEE PROPOSAL

(4 pages)



Client: Pima County Department of Transportation
Contract No.: TBD
Project No.: TBD
Project: LIDAR Asset Extraction
Route: Countywide
Submittal: Submittal 1
Date: May 29, 2018

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

Classification	Man		
	Hours	Hourly Rate	Labor Costs
Sr QC Reviewer (Mike Blankenship)	6	\$ 74.10	\$ 444.60
Project Manager (Scott Kelley)	81	\$ 57.88	\$ 4,688.28
Traffic Designer (Alyssa Whitten)	0	\$ 28.90	\$ -
Total Labor			\$ 5,132.88
Overhead¹ @		140.00%	\$ 7,188.03

Notes:

1. Provisional overhead. New firm without full year of overhead expenses.

Direct Labor Sub-Total **\$ 12,311.91**

DIRECT EXPENSES

Item	Units	Unit Cost	Cost
		\$ -	\$ -
Direct Expenses Sub-Total			\$ -

OUTSIDE SERVICES

Firm	Units	Unit Cost	Cost	DBE %
DBi Services	1	\$ 354,080.00	\$ 354,080.00	
			\$ -	
			\$ -	
Outside Services Sub-Total			\$ 354,080.00	

Total Cost to Consultant **\$ 366,398.91**

Net Fee = (Labor + Overhead) x 10% **\$ 1,231.89**

Total Fee **\$ 367,631.00**



Scott Kelley, PE, PTOE
 Principal / Project Manager
 Greenlight Traffic Engineering, LLC

May 29, 2018
 Date



Client: Pima County Department of Transportation
 Contract No.: TBD
 Project No.: TBD
 Project: LiDAR Asset Extraction
 Route: Countywide
 Submittal: Submittal 1
 Date: May 29, 2018

DERIVATION OF MAN-HOURS

TASK DESCRIPTION	Classification			Total Hours
	Sr QC Reviewer (Mike Blankenship)	Project Manager (Scott Kelley)	Traffic Designer (Alyssa Whitten)	
1.0 PROJECT MANAGEMENT	0	57	0	57
1.1 Invoicing and PM reports (1 per month for 6 months)		6		6
1.2 Pima County Coord - PM and Functional Groups (5 emails or phone calls per month for 6 months)		15		15
1.3 Subconsultant Coord (4 emails or phone calls per month for 6 months)		12		12
1.4 Develop and update Contact List for Project life		6		6
1.5 Develop and update Detailed Schedule for Project life		6		6
1.6 Develop and update Issue Tracking Matrix for Project life		6		6
1.7 Develop and update Decision Log for Project life		6		6
2.0 MEETINGS	6	24	0	30
2.1 Coordination Meetings, Draft and Final Meeting Summaries (1 per month for 6 total)	6	24		30
Greenlight Total Man-Hours	6	81	0	87

ADDITIONAL ASSETS

Prepared for: Pima County, AZ

Prepared by: Bill Toothill, DBi Services

May 22, 2018

While traveling the Pima County network of roads as part of the county wide sign inventory and retro reflectivity project DBi collected at no additional collection costs other valuable data as well (LiDAR and pavement marking data). The intent of this addition data collected in conjunction with the sign retro assessment was to provide Pima with an option to extract additional asset information without additional incurred collection costs.

The savings and provided pricing reflects extraction costs only and does not include extra collection cost except where indicated.

With respect to the pavement marking retro reflectivity data collected our vehicle traveled main line thru lanes only as necessary for the sign retroreflectivity data collection. Pricing provided for pavement marking retroreflectivity is for all county roadways in Pima County covered by the sign retroreflectivity project (main thru lanes only). However because of our lane travel requirements for sign collection it was not necessary make separate passes into turning lanes that is required for the pavement marking retroreflectivity information.

If pavement marking retroreflectivity is of interest in turning lanes that data can be collected and extracted at an additional cost to the County

All assets listed below will be extracted from LiDAR captured in 2018 by DBi Services under the following price structure.

Barriers	\$ 112,863.00
Line Work	\$ 148,271.00
Point Assets	\$ 92,946.00
Total	\$ 354,080.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC/PAC 76250881 150 SAWGRASS DRIVE ROCHESTER NY14620	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Trumbull Insurance Company		27120
INSURED GREENLIGHT TRAFFIC ENGINEERING LLC 7809 N 16TH LN PHOENIX AZ 85021-7005	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Fa occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Fa accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	Y/N	N/A	X	76 WEG AA8KT4	10/03/2017	10/03/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Our Right to Recover from Others Endorsement WC000313, attached to this policy. Notice of Cancellation will be provided in accordance with Form WC990394, attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

PIMA COUNTY
 DESIGN AND CONSTRUCTION DIVISION
 PIMA COUNTY PROCUREMENT
 130 W CONGRESS ST FL 3
 TUCSON AZ 85701-1317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 76 WEG AA8KT4

Endorsement Number:

Effective Date: 10/03/17

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Greenlight Traffic Engineering LLC

7809 N 16TH LN

PHOENIX AZ 85021

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona	480-483-0440	CONTACT NAME: Prof. Underwriters of Arizona PHONE (A/C, No, Ext): 480-483-0440 FAX (A/C, No): 480-948-7752 E-MAIL ADDRESS: jeff@prounderwriters.com
INSURER(S) AFFORDING COVERAGE		
INSURER A : RLI Insurance Company		NAIC # 13056
INSURER B : Trav Cas&Surety Co America		31194
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Greenlight Traffic Engineering, LLC
 7809 N. 16th Lane
 Phoenix, AZ 85021

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BiKt AI & WOS <input checked="" type="checkbox"/> Contractual Liab.	Y	Y	PSB0007239	08/28/2017	08/28/2018	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> BiKt AI	Y	Y	PSB0007239	08/28/2017	08/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> BiKt WOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab. Architect/Engineer	Y		106793738	11/13/2018	08/28/2018	Per Claim \$ 2,000,000 Ann. Agg. \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: LIDAR Asset Data Extraction
Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of subrogation included. Attached: PPB304 02 12

CERTIFICATE HOLDER **CANCELLATION**

PIMAC01 Pima County Design&Construction Division Pima County Procurement 130 W Congress St 3rd Fl Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3727 • FAX (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Greenlight Traffic Engineering, LLC

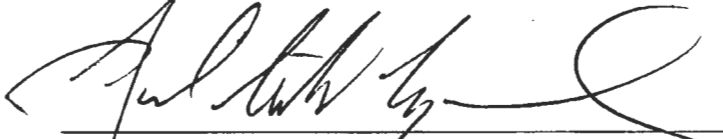
Insured Firm

PSB0007239

Policy Number

RLI Insurance Company

Insurance Carrier



Authorized Carrier Signature

Justin Stewart-Maynard

Printed Name

7/13/2018

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.