

City of Issaquah

COMMITMENT REVIEW & PROCESSING FORM non-PWE

2008-418 ✓

(Procedure explanations, forms, documents, etc. are found under: R:\Risk Management Info & Documents\Contracts & Assoc Documents...) Call Risk Management before starting processing procedure if exceptions to contract or insurance requirements are requested.

ALL INFORMATION ABOVE DOUBLE LINE MUST BE COMPLETED & PROVIDED; OTHERWISE PACKET WILL BE RETURNED TO ORIGINATOR.

- Print Agreement Processing Form on yellow paper - then submit to contract processing. Allow 7 business days processing.
Certificate of Insurance, with City listed as an Additional Insured, policy endorsement must be attached at submission.
If vendor has not worked with the City before - a signed and completed W-9 form must be attached.
Verify that vendor has a City Business License before submitting through contract process - list UBI# 602548774
At least two originals should be attached if vendor wants to receive an original signed copy for their files.
If document needs to be Recorded, department may be responsible for sending it in - order warrant concurrently with contract.
Documents usually must be signed by Contracting Party before the Mayor signs (except for State or County documents).

Contracting Entity: American Traffic Solutions, Inc.

Date Original Contract Signed By Contracting Party Number of Original Document(s) provided: 3

Contact Person and Title at Above Entity: Adam E. Tuton, or Chief Operating Officer Phone: (480-368-0900)

Official Title of Document Attached: Professional Services Agreement

Summary Purpose of Document: Provides Red Light and Fixed Speed Stationary Camera Systems to the City of Issaquah

Public Works Project: Formal Bid req'd? or Small Works Roster Used? (only if over \$30,000 single craft/\$45,000 multiple craft, but under \$200,000)

\* Formal sealed bids are to be conducted by the City Clerk prior to Legal Notice of Advertisement for Bid - contact Clerk's office directly before proceeding. Regardless of cost - all public works & maintenance agreements must include a copy of the current L&I Prevailing Wage Rates applicable to the project.

Effective Date(s) of Document: From: Date Signed To: 5 years from date signed

Change Order/Addendum #

Originating Department: Police Department Staff Person: Paul Ayers Phone Ext 3205

Total City Funding for this Contract (even if zero): \$ 47,000

Total Non-City Funding for this Contract (even if zero): \$

Total Overall Project Budget (for entire project - not just City portion or this single contract total): \$ 49,000

Agenda Bill #/Date Approved (if City Council authorization needed - do not submit before approval) AB 5825-7/7/08

Originating Department Director/Manager Approval: (Signature) Paul D. Ayers, Chief of Police P. D. Ayers

\*\*\*\*\* FOR CONTRACT PROCESSOR USE & REVIEW PROCESS ONLY BELOW THIS LINE \*\*\*\*\*

Review by Contract Processor for All Documents:

- 1. Business License Needed? Yes (Current # 602548774) or No
2. Bond/Retainage Needed? (YES - if under \$35k & Small Works Roster not used OR YES - for all over \$35k) Yes or No
3. Certificate of Insurance (& Endorsement) Needed? Yes or No
4. If NEW VENDOR ONLY - is W-9 form attached? Existing vendor or New
5. Gov't Grant, Bill of Sale, Affidavit of Payment, Property Transfer, Construction, Item Loaned/Leased to City - cc: FINANCE Yes/No

Process for Legal/Financial Approval & Document Signature - Signers please initial and date - return to Contract Processor:

- 1. Risk Management (Hold Harmless, insurance, exceptions, City form or allowable other)
2. Finance Director Approval (all documents involving funds)
3. City Attorney Approval (all documents - Risk Mgmt. may sign standards)
4. Mayor Approval (all documents, unless Director authorized by Commitment Authority)
5. City Clerk's Attest (only if Mayor signed)

Recording:

- 1. Document Need to be Recorded with King County? Yes or No (CLERKS POST INTERLOCAL TO CITY WEBSITE - date done)
2. Fee(s) paid by: a) City or b) Contracting Party
3. Date Sent for Recording: Date Received Back from County:

Distribution of executed document(s) - original(s) and copies: Return one original countersigned copy to Clerks
ORIGINAL for City Clerk File
ORIGINAL for Contracting Party via Originating Department Staff Person for Staff Person to Send Out to Contracting Entity
COPY/ORIGINAL to Originating Department Staff Person for Department File (original if third set was provided)

Documents Distributed By (signature): Randy Reed On Date: 7-31-08

CITY CLERK'S OFFICE

AUG 14 2008

RECEIVED

**CITY OF ISSAQUAH**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Contract Title: Traffic Safety Camera System**  
**Contract #:** \_\_\_\_\_

THIS AGREEMENT made and entered into on this 11 day of August, 2008, by and between the City of Issaquah, a Washington Municipal Corporation (the "City"), and American Traffic Solutions, Inc., the Consultant (the "Consultant").

Consultant Business: American Traffic Solutions, Inc.  
Consultant Address: 7681 East Gray Road, Scottsdale, AZ 85260  
Consultant Phone: 480-596-4600  
Consultant Fax: 480-607-0901  
Contact Name: Adam E. Tuton or Chief Operating Officer  
Consultant e-mail: [adam.tuton@atsol.com](mailto:adam.tuton@atsol.com)  
Federal Employee ID No.: 48-1114931

Authorized City Representative for  
this contract:

**WHEREAS**, the City desires to implement and operate a turnkey traffic safety camera system pursuant to Washington State Law 46.63.170; and

**WHEREAS**, public convenience and necessity require the City to obtain the services of a Consultant with photo enforcement implementation and operations experience; and

**WHEREAS**, the City of Seattle awarded a contract to American Traffic Solutions, Inc. for a traffic safety camera system as a result of a competitive solicitation; and

**WHEREAS**, American Traffic Solutions, Inc., extends the City of Seattle contract to the City of Issaquah and such agreement is the basis for this contract; and

**WHEREAS**, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

**WHEREAS**, the City desires to engage the Consultant to provide red light and fixed speed traffic safety camera services, also known as photo enforcement services;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.**

1.1 The City retains the Consultant to provide the services described in "Exhibit A – Scope of Work" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

1.2 The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

1.3 The project manager(s) of the Work shall be Cmdr. Scott Behrbaum. The project manager(s) shall not be replaced without the prior written consent of the City.

1.4 Work shall commence when the City issues a notice to proceed and it shall be completed no later than 90 days after receipt of the last installation permit, unless the completion date is extended in writing by the City.

1.5 Consultant shall own all cameras and other equipment installed pursuant to this Agreement. All risk of loss shall remain with Consultant. Consultant shall repair and replace all such equipment at its sole cost, unless such loss was caused by a negligent act or omission of the City.

## 2. Payment Terms.

### 2.1 Compensation

2.1.1 The total compensation to be paid to Consultant, including all services and expenses, shall not exceed the fees indicated on each Work Order Exhibit, which shall be full compensation for the Work.

2.1.2 The Consultant shall be paid in such amounts and in such manner as described in each Work Order Exhibit.

2.1.3 Pricing shall be fixed and firm through the pilot project and for a total of three years, assuming the City elects to continue the project,

2.1.4 For service charge adjustment beyond the initial 5 years, the basis for adjustment shall:

- (a) Be County or other pricing index appropriate to the particular product herein;
- (b) Not produce a higher profit margin than that on the original contract;
- (c) Clearly identify the items impacted by the increase;
- (d) Be accompanied by documentation acceptable to the City sufficient to warrant the price increase request and shall be no greater than the total of changes to the CPI Index for King County; and
- (e) Remain firm for a minimum of 365 days.

2.1.5 This contract includes no reimbursable expenses.

2.1.6 The sole source of City funds for payment of any and all compensation to Consultant shall be from what the City has collected/received from fine payments through use of the Axis System. The City shall be under no obligation to use any other funds for payment of compensation to Consultant.

### 2.2 Cost Neutrality Clause:

After a 3-month ramp up period and during the remaining term of the contract, City shall not be required to pay ATS more than City (or ATS on City's behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the contract. For the purposes of this clause, the term "fines" applies to that portion of fines actually retained by the City according to the distribution method applicable under Washington State law.

2.2.1 This clause will be applied as follows:

- (a) If collections for the program during any month are less than the full amount of ATS invoices, ATS shall be entitled the full amount of fines actually collected. ATS will maintain an accounting of any net balances owed to ATS and shall apply future collections first to the accrued balance and then to the current months invoice. At any time that ATS fees and any accrued balances are fully repaid, additional collections will be retained by the City. Any positive revenue balances generated from this program (whether reserved in cash or not by the City) will be used to offset future ATS invoices in the event of monthly deficits.
- (b) Example: If during Year 1 of the program, revenues minus ATS fees yield a net surplus of \$100,000, this amount would be available to pay ATS invoices for any future periods in the event that lesser or no revenue were to be generated in future periods. However, at the point where the (actual or paper) surplus is exhausted, then no additional

payments would be due until additional collected fines were available to cover the cumulative deficit. For the purposes of this clause, the accrued surplus is a calculated figure determined by subtracting ATS fees from program fines collected. The obligation to pay is not subject to the existence of cash reserves from the program, for example, if the City chooses to use or has used these surplus funds for any other uses.

2.2.2 This provision shall not apply should the City elect not to enforce illegal right turn on red violations or if City elects not to pursue collections on unpaid violations, or if City directs ATS to install a camera at a site with an initial starting violation rate of fewer than 8 violations per day, or if City or Police waives more than 10 percent of valid violations forwarded to the Police for acceptance according to business rules.

### **3. Term of Contract.**

3.1 The term of this contract shall commence on the date this agreement is made effective and shall expire five (5) years from that date.

3.2 The City, at its sole discretion, may extend the term of the contract for additional five (5) year terms. Such renewal terms requires the approval of Issaquah City Council.

### **4. Request for Payment.**

4.1 Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices. Invoices must show a breakdown of services provided and price for each.

4.2 All requests for payment should be sent to

Cmdr. Scott Behrbaum  
City of Issaquah Police Department  
130 E. Sunsett Way  
Issaquah, WA 98027

### **5. Work Order Methodology for Approved Work under this Contract:**

#### **5.1 Work Order Procedure**

ATS shall provide the City the Camera Systems as specified in work orders issued under this Agreement. Each work order shall be a written document having its own specific Scope of Work ("Work Order Scope of Work") identifying the services to be performed and the associated deliverables to be provided and payment terms. Each work order shall be subject to the terms and conditions of this Agreement and shall be incorporated into this Agreement by this reference. ATS shall furnish the City with an integrated turnkey solution; that is, services identified in the work orders shall be provided as a single, complete transaction and not as separate items.

#### **5.2 Work Order #1**

Work Order #1 consists of the documents listed in the Scope of Work, Exhibit A to this Contract. Except for items listed as City responsibilities in Work Order #1, ATS shall furnish all services, labor, materials, documentation, equipment, and software to install and test the Camera System, and to provide the specified training, warranties, and maintenance for the System.

#### **5.3 Notice to Proceed on Tasks Identified in Work Orders**

The execution of this Agreement shall constitute the City's notice to ATS to proceed with Work Order #1. For each subsequent work order under this Agreement, ATS shall commence work upon issuance of a written notice to proceed from the City.

#### **5.4 Additional Work Orders**

5.4.1 Additional work orders issued under this Agreement may be generated by the City for the following purposes:

(a) Upgrade(s) of equipment, software, or change(s) of any deliverable provided hereunder; and

(b) Any other items related to red light traffic safety system for which the City places an order including removal of equipment previously installed.

5.4.2 For any work order(s) requested by either party subsequent to Work Order #1, ATS shall submit to the City for its review and approval a detailed proposal for the scope, implementation plan, milestones, test and acceptance procedures, as well as the cost consistent with previous work orders, the RFP and RFP response. Once this proposal is received and approved by the City, a new work order will be issued for the change or additional work. Upon the City's written approval and notice to proceed, ATS shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this Agreement.

## 6. Termination of Contract.

6.1 For Cause: The City may terminate this Contract if the Consultant is in material breach of any terms of this Contract, and such breach has not been corrected according to established standards and agreed upon designs indicated in a valid Work Order within thirty (30) days from notice of breach. For purposes of this subsection, a material breach is defined as a failure to perform any work identified in Paragraph 1 of the Scope of Work (Exhibit A).

6.2 For City's Convenience: The City may terminate this Contract in whole or in part, without cause and for any reason including The City's convenience, upon written notice to the Consultant at the conclusion of the first 12 months from activation of the Camera Systems in Work Order #1.

6.2.5 Termination by Consultant. In the event a court of competent jurisdiction determines that the City is unable to retain all fines imposed from a violation determined by the Camera System, the Consultant may elect to terminate this Contract, at no further cost to the City.

6.3 Acts of Insolvency: The City may terminate this Contract by written notice to Consultant if the Consultant becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

6.4 Notice: The City is not required to provide advance notice of termination. Notwithstanding, the City may issue a termination notice with an effective date later than the termination notice itself. In such case, the Consultant shall continue to provide products and services as required by the City until the effective date provided in the termination notice.

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6.5: Transition Upon termination of this Agreement, the parties recognize that the City will have to process traffic law violations in the "pipeline," and that ATS accordingly must assist the City in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The City shall cease using the Axis™ System, shall allow ATS to remove all provided equipment and restore the site within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the City not to do so, ATS shall continue to process all images taken by the City before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. There shall be no charge for removal of equipment pursuant to this section.

7. **Assignment of Contract – Subconsultants.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this contract in whole or in part without the written consent of the Customer.

## 8. Indemnification.

8.1 To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that

portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

8.2 Consultant agrees that the provisions of this paragraph 8 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

8.3 As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

8.4 Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

## 9. Insurance.

9.1 Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

9.2 Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

9.3 Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

9.4 Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

9.5 Each policy shall contain a provision that the policy shall not be canceled or materially changed without 45 days prior written notice to the City.

9.6 Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

9.7 Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Issaquah, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

9.8 Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

9.9 In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and

maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

**10. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**11. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**12. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**13. City of Issaquah Business License.** Consultant shall obtain a City of Issaquah business license before performing any Work.

**14. Taxes, Fees, and Licenses.**

**14.1 Taxes:** Where required by state statute, ordinance or regulation, Consultant shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Issaquah agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Consultant shall be made for federal excise taxes and Issaquah agrees to furnish Consultant with an exemption certificate where appropriate.

**14.2 Fees and Licenses:** Consultant shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Consultant must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Consultant shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

**15. Representations and Warranties.**

**15.1** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

**15.2** Consultant warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Issaquah shall not alter or affect the obligations of the Consultant or the rights of Issaquah.

**16. Inspection.**

Work shall be subject, at all times, to inspection by and with approval of Issaquah, but the making (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Work in accordance with this Contract, notwithstanding Issaquah's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Consultant shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

**17. Confidential Information:**

**17.1** If Issaquah notifies the Consultant of a public disclosure request, and the Consultant believes records are exempt from disclosure, it is the Consultant's responsibility to make determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. The Consultant must obtain the

injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Consultant. It is the Consultant's discretionary decision whether to file the lawsuit.

17.2 If the Consultant does not timely obtain and serve an injunction, the Consultant is deemed to have authorized releasing the record. If the City has notified the Consultant of a public disclosure request, and the Consultant has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

17.3 Notwithstanding the above, the Consultant must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Consultant obligations under this Agreement.

17.4 The Consultant will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

## **18 Disputes.**

18.1 Any dispute or misunderstanding that may arise under this Contract concerning Consultant's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Consultant's Project Manager and Issaquah's Project Manager, or if mutually agreed, referred to the City's named representative and the Consultant's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

18.2 Notwithstanding above, if Issaquah believes in good faith that some portion of Work has not been completed satisfactorily, Issaquah may require Consultant to correct such work prior to Issaquah payment. In such event, Issaquah must clearly and reasonably provide to Consultant an explanation of the concern and the remedy that Issaquah expects. Issaquah may withhold from any payment that is otherwise due, an amount that Issaquah in good faith finds to be under dispute, or if the Consultant does not provide a sufficient remedy, Issaquah may retain the amount equal to the cost to Issaquah for otherwise correcting or remedying the work not properly completed.

**19. Conflict of Interest:** Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.

**20. Compliance with Federal, State and Local Laws.** Consultant, at its sole cost and expense, shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**21. Non-Waiver of Remedies.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

**22. Liens, Claims and Encumbrances:** All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if Issaquah requests a formal release of same it shall be delivered to Issaquah within 5 days of such request.

**23. Complete Agreement.** This Agreement, including Exhibit A, contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**24. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in ¶1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**25. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**26. Notices.**

19.1 Notices to the City of Issaquah shall be sent to the following addresses:

Cmdr. Scott Behrbaum  
City of Issaquah Police Department  
130 E. Sunsett Way  
Issaquah, WA 98027

Issaquah Municipal Court  
P.O. Box 7005  
Issaquah, WA 98027

19.2 Notices to the Consultant shall be sent to the following address:

American Traffic Solutions, Inc.  
Chief Operating Officer  
7681 East Gray Road, Scottsdale, AZ 85260

**27. Jurisdiction and Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

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IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF ISSAQUAH WASHINGTON  By: <u>Ann Fisinger</u> Mayor Date: <u>July 31, 2008</u>	<b>Corporation</b> American Traffic Solutions, INC.  By: <u>[Signature]</u> Adam E. Tuton Its Executive Vice President / COO Date: <u>8/11/08</u>
ATTEST:  By: <u>Margie L. [Signature]</u> City Clerk Date: <u>July 31, 2008</u>	
APPROVED AS TO FORM:  By: <u>Wayne Janaka [Signature]</u> City Attorney Date: <u>7/30/08</u>	

**Exhibit A**  
**SCOPE OF WORK**  
**Work Order One**

**DEFINITIONS:**

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Citation" means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by the (Axis™ ) System.

"Person" or "persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Camera System" means a photo-traffic monitoring device consisting of camera(s) (both the Axis RLC-300 or other photo enforcement system offered by ATS at the time and the Axis Live Video System (if required) and a traffic monitoring device capable of accurately detecting a traffic infraction on up to four lanes at one approach and which records such data on an image or images of such vehicle. "Camera System" shall, where the sense requires, also include any enclosure or cabinet in which the Axis™ System is stationed. As used below, the term "Red Light Stationary Camera System" is used interchangeably with the Camera System term defined here.

"Approach" is defined as one direction of travel of one or more lanes on a road or a traffic intersection.

"Violation" means failure to obey an applicable traffic law or regulations, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without displaying a valid license plate.

"Operational Time" means the actual time that a Camera System is monitoring traffic.

**1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK**

**1.1. ATS IMPLEMENTATION**

1.1.1. ATS agrees to provide a turnkey solution for Red Light and fixed speed Stationary Camera Systems to the City of Issaquah (hereinafter "the City") wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "City Scope of Work". ATS and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the City, unless otherwise specified,

the City shall not charge ATS for the cost. All other in scope work, external to the City, is the responsibility of ATS.

- 1.1.2. ATS agrees to make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 1.1.3. ATS agrees to provide the City with Axis™ Camera Systems as follows:
- 1.1.4. ATS will assist the City with video evaluation of candidate sites using the Axis VIMS system.
- 1.1.5. ATS will install Camera Systems a number of approaches or other locations, to be agreed upon between ATS and the City after completion of site analysis. In addition to the initial locations, the parties may agree from time to time, by additional Work Order(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.1.6. ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.1.7. ATS agrees to commence the installation of the Systems within 14 days after all approvals and required permits have been approved (the date all permits are approved shall hereinafter be referred to as the "Approval Date"). The Approval Date shall be marked by the issuance of a signed letter from ATS to the City, stating that permits from a particular site or set of sites have been approved.
- 1.1.8. ATS agrees to have all agreed-upon installation work completed and have the Systems fully operational according to the Project Schedule.
- 1.1.9. ATS agrees to provide necessary training for persons designated by the City and to assist the City with development of a public information and outreach campaign as specified in its response to the City's Request for Proposals.
- 1.1.10. ATS agrees to provide a secure web site ([www.violationinfo.com](http://www.violationinfo.com)) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image review.
- 1.1.11. The City and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature; the parties to this agreement will use the drafts included on Schedules 2 and 3 as the basis for the final workflow design.
- 1.1.12. ATS normally shall provide technician site visits to each Stationary Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance. No ATS technician shall enter a traffic signal cabinet without the presence of a City Traffic Signal Technician.
- 1.1.13. ATS shall repair a non-functional Stationary Camera System within 72 hours of determination of a malfunction.

1.1.14. ATS shall repair the Axis VPS system within 1 business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.

## 1.2. ATS OPERATIONS

1.2.1. ATS shall provide the City with an optional one-time warning period up to 30 days in length at the outset of the program.

1.2.2. As the party responsible for initial contact with the red light violator, ATS shall provide the City with an automated web-based citation processing system (Axis™ VPS) including image processing, color printing, and mailing of at least one Infraction or Notice of Violation per chargeable event. Each infraction shall be delivered by First Class mail to the registered owner within the statutory period. Subsequent mailings to drivers identified in affidavits of non-liability or by rental car companies are also included. For mail not delivered due to address problems, ATS will mail the citation again if the City provides it with better information.

1.2.3. ATS shall apply an electronic signature to the infractions when authorized to do so by an approving law enforcement officer.

1.2.4. ATS shall obtain in-state vehicle registration information necessary to issue infractions assuming that it is named as the City's agent and the State provides the registration data at no cost.

1.2.5. Where obtainable, ATS shall provide out-of-state vehicle registration necessary to issue infractions at no cost to the City.

1.2.6. ATS will designate rental car companies as registered owners. Notices of Violation (not citations) shall initially be issued to rental car companies. Infractions will be issued to rental car companies or designated drivers if the rental car company identifies the driver.

1.2.7. On a daily basis, ATS shall email or otherwise electronically transfer a file to the Issaquah Municipal Court (IMC) containing a copy of all infractions and Notice of Violation information issued. for entry into the court's case management system.

1.2.8. ATS shall receive on a periodic basis not less than monthly from IMC an update containing the status of infractions based on the latest disposition information, indicating payments received or cases otherwise closed, dismissed, resolved, or sent to collections. Also, ATS shall receive car rental disposition data and process it as agreed.

1.2.9. The Axis™ VPS system, which provides the City with ability to run and print a report, shall include reports including, but not limited to:

- Issuance Rate Summary Report
- Location Performance Summary Report
- Location Performance Detail Report
- Violation Reject Report

- Document Aging Report

ATS will work with the City to design other management reports that are descriptive of infraction, hearing and collection activity as requested.

- 1.2.10. ATS shall provide the City with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System.
- 1.2.11. In those instances where damage to a Camera System or sensors is caused by negligence on the part of the City or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice the City for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.2.12. ATS shall provide a website and help line to help the City resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.
- 1.2.13. As part of its turnkey system, ATS shall provide violators with the ability to view violations online. Affidavits shall be directed to and processed by ATS/Axis and communicated to the Court via the Axis VPS transfer described at 1.2.8, above.

## 2. CITY SCOPE OF WORK

### 2.1. GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1. Within 7 business days of contract execution, the City shall provide ATS with the name and contact information for a project manager with authority to coordinate City responsibilities under the Agreement.
- 2.1.2. Within 7 business days of contract execution, the City shall provide ATS with the name and contact information for a Issaquah Municipal Court manager responsible for oversight of all Court-related program requirements
- 2.1.3. The City shall make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 2.1.4. The City shall provide a letter to the Washington Department of Motor Vehicles on behalf of ATS indicating that ATS is acting as an Agent of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law. ATS shall provide the City with draft content for its letter.
- 2.1.5. The Customer shall direct the Chief of Police or approved alternate execute the ATS DMV Subscriber Services Agreement (Schedule 2) to provide verification to the State Department of Motor Vehicles, National Law

Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.1.6. The City and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature, using the drafts included on Schedules 2 and 3 as the basis for the final workflow design.

## **2.2. STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

2.2.1. City will design, fabricate, install and maintain red light camera warning signs.

2.2.2. The City shall provide access to traffic signal phase connections according to approved design. Only City Traffic Signal Technicians will perform wiring connections within the traffic signal cabinet to accomplish the red light camera installation.

2.2.3. The City may allow ATS to use existing street furniture, poles, and available conduit for the purposes of installing and operating its Camera Systems, according to approved design. A City Traffic Signal Technician must be present during installation for the camera systems on existing street furniture, poles, and conduit at the intersections.

2.2.4. The City shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall conform to professional norms and reflect the details of installation work to be completed.

2.2.5. Blank

2.2.6. The City shall process street use and pole attachment permit requests prepared by ATS in accordance with City established criteria.

## **2.3. POLICE DEPARTMENT OPERATIONS**

2.3.1. The Issaquah Police Department (IPD) shall process each potential violation in accordance with Washington State Laws and City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axis™ to determine which violations will be issued as Infractions or Notices of Violation. The City and Consultant shall mutually agree on rejection criteria.

2.3.2. IPD workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

2.3.3. For optimal data throughput, IPD workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.3.4. IPD shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

## **2.4. MUNICIPAL COURT OPERATIONS**

- 2.4.1. IMC agrees to pursue registration suspensions and other legal and customary means necessary to compel payment of outstanding infractions.
- 2.4.2. IMC shall provide a judge or hearing officer and Court facilities to schedule and hear disputed infractions.
- 2.4.3. On a daily basis (or as otherwise agreed), ATS shall process undeliverable infractions. On a daily basis ATS shall notify IMC of all undeliverable infractions.
- 2.4.4. IMC shall provide the specific text required to be placed on the infractions notice to be issued by ATS within 30 calendar days of contract signature. The Washington Administrative Office of the Courts (AOC) must approve this notice. The Court shall make reasonable efforts to expedite the approval process but cannot guarantee that AOC will communicate approval within 30 days of contract signature.
- 2.4.5. IMC shall handle inbound and outbound phone calls and correspondence from defendants who have questions about payments, disputes, and other issues relating to citation adjudication. The Court may refer citizens with questions regarding ATS or Axis technology and processes to websites and/or toll-free telephone numbers provided by ATS for that purpose.

## **2.5. INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS**

- 2.5.1. An Information Services Division representative will be part of site analysis and camera installation and regularly consult with ATS technicians about preventive maintenance.
- 2.5.2. In the event that remote access to the ATS Axis VPS System is blocked by City network security infrastructure, the Issaquah Information Services Division shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

## **2.6. ACCEPTANCE**

- 2.6.1. Upon completion of all installation, ATS shall perform an end-to-end test for each of the contracted approaches.
- 2.6.2. Upon completion of installation and testing of all contracted approaches, ATS shall notify the City that the system is ready for acceptance.
- 2.6.3. City shall conduct an acceptance test in accordance with the RFP specifications.
- 2.6.4. Upon successful completion of the acceptance test, the City shall issue certificate of acceptance.

## **2.7. PAYMENT SCHEDULE**

- 2.7.1. Upon certification of acceptance, the City shall commence monthly payments.

**Schedule 1  
Service Fee Schedule**

<b>Fixed Fee per Month with Surcharge for Excess Use</b>	
Up to 2 Lane System .....	\$4,250
Up to 4 Lane System .....	\$4,750
<p>Includes red light camera equipment, installation, maintenance, violation processing services. Event processing includes in web application hosting, maintenance and remote administration, clerical data entry and quality review steps, state and out of state DMV records access and data acquisition, mailing of 1<sup>st</sup> notice in color with return envelope, mailing of reminder notice-text only, lockbox payment processing, web-payments access with user convenience fee, call center support for general program questions, web site accessible to citizens for image viewing, information and payments, and design support for city-implemented public awareness program.</p> <p>Fee includes issuance of up to 600 notices per camera per month (or 20 citations per day per camera). ATS charges a surcharge of \$400 for each 100 additional citations per month per camera over the base.</p> <p>Fee assumes a 5-year term with normal construction costs and access to power and infrastructure. Extraordinary construction costs driven by unique customer requirements may trigger per camera surcharges.</p>	
<b>Fees for Optional Services</b>	
1. Lockbox payment processing service including processing of checks, money orders, cashiers checks and cash as well as initial program setup and ongoing monthly accounting – fee per processed payment.	\$1.50
<b>Fees for Fixed School Zone Services</b>	
Fixed Site Speed Camera for School Zone Enforcement Fee includes a 4-lane site and up to 800 issued infractions per month per camera	\$4,750

Schedule 2



DMV Services Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

- (1) For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (i) utilize ATS provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for \_\_\_\_\_ year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name					
NLETS Agency ORI					
Name of Authorized Representative					
Title of Authorized Representative					
Mailing Address:					
City			State:		ZIP Code:
Telephone:	( ) -	Fax	( ) -	Email	

Signature of Authorized Representative:	
Date Signed	

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE  
11/17/2008

PRODUCER  
877-945-7378  
  
Willis HRH  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
American Traffic Solutions, Inc.,  
7681 E Gray Road  
Scottsdale, AZ 85260

INSURERS AFFORDING COVERAGE	NAIC#
INSURERA: National Fire Insurance Company of Hartford	20478-076
INSURERB: National Fire Insurance Company of Hartford	20478-002
INSURERC: Transportation Insurance Company	20494-003
INSURERD:	
INSURERE:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2092249865	11/17/2008	11/17/2009	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
					MED EXP (Any one person)	\$ 15,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2097360568	11/17/2008	11/17/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2092249851	11/17/2008	11/17/2009	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 It is agreed that City of Issaquah, its officers, volunteers, and agents are included as Additional Insureds as respects to General Liability.

CITY CLERK'S OFFICE

CERTIFICATE HOLDER

NOV 26 2008  
RECEIVED

City of Issaquah, WA  
P.O. Box 1307  
Issaquah, WA 98027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John B. Jacobs*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Designated Project:**

City of Issaquah, WA

**(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)**

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:**
  - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
      - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
4. **Other Insurance**
- b. **Excess Insurance**  
This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
07/29/2008

<b>PRODUCER</b> 877-945-7378  Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> American Traffic Solutions, Inc., 7681 E Gray Road Scottsdale, AZ 85260		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: National Fire Insurance Company of Hartfo	20478-076
		INSURER B: National Fire Insurance Company of Hartfo	20478-002
		INSURER C: Transportation Insurance Company	20494-003
		INSURER D:	
		INSURER E:	

## COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2092249865	11/17/2007	11/17/2008	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
					MED EXP (Any one person) \$ 15,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2097360568	11/17/2007	11/17/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2092249851	11/17/2007	11/17/2008	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 11/21/2007 WITH ID: 9831837**

It is agreed that City of Issaquah, its officers, volunteers, and agents are included as Additional Insureds as respects to General Liability.

### CERTIFICATE HOLDER

### CANCELLATION

City of Issaquah, WA  
 P.O. Box 1307  
 Issaquah, WA 98027

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John B. Jacobs*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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## DISCLAIMER

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Designated Project:**

City of Issaquah, WA

**(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)**

**A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

**B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the

written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and



- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
  - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
      - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
    - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
- 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
  - 4. **Other Insurance**
    - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/29/2008

**PRODUCER**  
AON RISK SERVICES, INC. OF FLORIDA  
1001 BRICKELL BAY DRIVE, SUITE #1100  
MIAMI, FL 33131-4937  
PHONE: 800-743-8130 FAX: 800-522-7514

Serial # A19568

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY A	AMERICAN HOME ASSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**  
ADP TOTALSOURCE II, INC.  
10200 SUNSET DRIVE  
MIAMI, FL 33173  
\*ALTERNATE EMPLOYER:  
AMERICAN TRAFFIC SOLUTIONS / ATS

### COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 3699947 AZ	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP TOTAL SOURCE, INC'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. \*THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.

WEST

### CERTIFICATE HOLDER

City of Issaquah  
P. O. Box 1307  
Issaquah, WA 98027

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES, INC. OF FLORIDA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE  
11/21/2007

<b>PRODUCER</b> 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> American Traffic Solutions, Inc., 14861 N. Scottsdale Rd Ste 109 Scottsdale, AZ 85254		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURERA: National Fire Insurance Company of Hartfo	20478-076
		INSURERB: National Fire Insurance Company of Hartfo	20478-002
		INSURERC: Transportation Insurance Company	20494-003
		INSURER D:	
		INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2092249865	11/17/2007	11/17/2008	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2097360568	11/17/2007	11/17/2008	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	2092249851	11/17/2007	11/17/2008	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is agreed that City of Issaquah, its officers, volunteers, and agents are included as Additional Insureds as respects to General Liability.

### CERTIFICATE HOLDER

City of Issaquah  
 P. O. Box 1307  
 Issaquah, WA 98027

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## License Detail

Help us improve this online se

### License Information:

**Entity Name:** AMERICAN TRAFFIC SOLUTIONS, INC.  
**Firm Name:** AMERICAN TRAFFIC SOLUTIONS, INC.  
**License Type:** Washington State Business  
**Entity Type:** Profit Corporation  
**UBI:** 602548774 Business ID:001 Location ID:0001

### Location Address:

14861 N SCOTTSDALE RD #  
 109  
 SCOTTSDALE, AZ, 85254

### Mailing Address:

7681 E GRAY RD  
 SCOTTSDALE, AZ, 85260-3469

### Licenses Held at this location:

City of Issaquah General Business

### License Status

Active

### Expires

05/31/2009

### First Issued

05/21/2007

### Governing People:

ADAM DRAIZIN  
 ADAM TUTON  
 JAMES TUTON  
 JOHN PETROZZA

### Registered Trade Names:

AMERICAN TRAFFIC SOLUTIONS, INC.

Information Current as of 07/09/2008 4:29AM Pacific Time

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