

## CONTRACT FOR PERSONAL SERVICES

This CONTRACT is entered into between the CITY OF BEAVERTON, OREGON, 4755 SW Griffith Drive, (P.O. BOX 4755), Beaverton, Oregon 97076 ("CITY") and Redflex Traffic Systems, Incorporated (RTS) of 15020 N. 74<sup>th</sup> Street, Scottsdale Arizona 85260 ("VENDOR").

The Parties Agree:

1. **Scope of Work.** VENDOR shall perform the services described in the following Exhibits, attached:
  - A. Exhibit 1, Statement of Work for Red Light Signal Violation Camera Enforcement Services,
  - B. Exhibit 2, Statement of Work for Photo Radar Speed Enforcement Services,
  - C. Exhibit 3, Pricing Schedule for Red Light Signal Violation Camera Enforcement Services and Photo Radar Speed Enforcement Services,

In the event of a conflict between or among the wording of those Exhibits as to any party's rights or obligations or as to interpreting the Parties' intent in entering this Contract, the Exhibits shall be read in the same order of preference as the order in which they are listed above.

2. **Term.** The term of this Contract commences with execution by the signatures of both Parties and ends on October 31 of the following calendar year. This Contract shall be deemed automatically renewed for four successive one-year terms commencing November 1 and ending October 31 of the following calendar year unless City gives Vendor notice of City's intent that the Contract not renew on these terms. City may on 30 days' written notice to Vendor either cancel this Contract or may demand renegotiation of its terms if any action of a federal, state or local legislature (other than City's Council) makes City's performance under this Contract or the benefit of the bargain accruing to City under this Contract impossible or impractical to perform or to obtain, for example, any action by the Oregon Legislature that substantially interferes with City's ability to operate Photo Red Light or Photo Radar enforcement as those programs presently are operated within City's boundaries. On City's demand for renegotiation as provided for in this Section Vendor shall have not less than 30 days to negotiate a successor Contract with City but if the Parties can not agree on new terms within that time (as it may be extended by City) City may deem this Contract terminated. Upon termination of this Contract at any time and for any reason, City's only obligation is to pay Vendor for services performed prior to termination, at the rate(s) provided for in this Contract, and Vendor's obligation to participate in any proceedings to enforce citations already processed by Vendor and to insure and indemnify City against Vendor's wrongful acts shall survive such termination.

3. **Price.** In consideration of performance of all services and as payment for all expenses incurred by VENDOR, CITY agrees to pay to VENDOR for Vendor's services as follows, subject to adjustment or offset as provided for in Exhibit 3:

- A. For Red Light Signal Violation Camera Enforcement Services ("Red Light Service"), a maximum of \$3500 per month per red light approach, plus an additional \$500 per month per each red light approach that is equipped with functioning Smart Scene video equipment, and the sum of \$1,750 per month for each left turn lane approach.
- B. For Photo Radar Speed Enforcement Services ("Photo Radar Service"), a maximum of \$9500 per month per operating photo radar van.
- C. The first monthly payment due to Vendor for any new Red Light Signal Violation enforcement and/or Photo Radar Speed Enforcement shall be prorated, as to each service, to the first day of the month following execution of this contract that Vendor delivers an operational system evidenced by the occurrence of a detection that results in an enforceable citation.
- D. Vendor shall be paid an additional sum per paid Red Light Signal Violation and Photo Radar Speed citation as per the payment terms of that agreement between City and Vendor entered into on October 17, 2000 for all such citations issued by Vendor prior to November 1, 2003 that are accepted by City for further processing.
- E. Vendor may request that City negotiate increases in the payments to be made to Vendor under subsections A and B of this Section at any time commencing with the second one-year term of this Contract, any increases to be based on a published, third-party index of inflation as both Parties agree to employ but will not be more than 3% in any year.

4. **Payment Terms.** Notwithstanding the payment terms agreed for services invoiced in item 3 D. above, payment for services to the VENDOR shall be for the services provided during the preceding full calendar month. Payment for such services shall be due from City no later than TWENTY DAYS after the VENDOR'S written submission of its statement for services rendered delivered to CITY'S FINANCE DEPARTMENT, PO BOX 4755, Beaverton, OR 97076. In the event of termination, the CITY'S payment obligation to VENDOR shall be limited to the reasonable or contract value, whichever is less, of VENDOR'S services CITY performed as of the notice of termination.

5. **Vendor is Independent Contractor.** The VENDOR understands and agrees that for all purposes related to this Contract, VENDOR is deemed to be an independent contractor while performing labor or services for remuneration. "Independent Contractor" means that:

- A. VENDOR is free from direction and control over the means and manner of providing labor or services, subject only to CITY'S right to specify the desired results.

- B. VENDOR is responsible for obtaining all required business registrations and professional or occupational licenses.
- C. VENDOR furnishes the tools or equipment necessary to perform the labor or services.
- D. VENDOR has the authority to hire and fire contractor's employees.
- E. VENDOR is registered under ORS Chapter 701 if registration is required.
- F. VENDOR performed labor or services as an independent contractor in the previous year, and federal and state income tax returns in the name of the business, a business Schedule C or farm Schedule F, were filed for the previous year.
- G. VENDOR represents to the public that the labor or services are to be provided by an "independently established" business.

**6. Contract Not Assignable.** VENDOR shall not assign or transfer any part of the work to any person, other than an employee of VENDOR or in the case of acquisition of more than 50% ownership of vendor by a third party, without prior written consent of the CITY, and no assignment in any case shall be effective prior to the Assignee's written acknowledgement delivered to City of the Assignee's obligations under this Contract.. Money due VENDOR from City may be assigned, if the CITY is given written notice thereof, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the CITY.

**7. No Collusion.** VENDOR hereby represents that no employee of the CITY of Beaverton, or any partnership or corporation in which a CITY employee has an interest, will or has received any remuneration of any description from VENDOR, either directly or indirectly, in connection with the letting or performance of this contract.

**8. Workers Compensation Insurance Required.** The VENDOR, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The VENDOR and its subcontractors, if any, shall show proof of such coverage in a form satisfactory to the CITY Attorney prior to commencing any of the work to be done under this contract.

The VENDOR, if declaring itself exempt from any requirement to provide workers compensation coverage for the labor to be performed under this contract, understands and agrees that under ORS 656.006(13), an 'employer' is any person who contracts to pay a remuneration for and secures the right to direct and control the services of any person. The VENDOR understands and agrees that if he or she is exempt from coverage under ORS 656.027 and engages individuals who are not exempt under same in performance of the contract, then VENDOR shall provide workers compensation insurance coverage for all such individuals. If the VENDOR does not provide that insurance it may be deemed a non-complying employer for purposes of Oregon law and agrees to hold CITY harmless from and indemnify it against any and all claims for compensation benefits made against the VENDOR as a non-complying employer.

**9. Indemnity.** To the fullest extent authorized by law VENDOR shall save CITY harmless from and indemnify CITY, its officials, agents and employees against any and all claims, damages, losses and expenses including attorneys' fees arising out of or

resulting from the VENDOR'S negligent performance or failure to perform the work to be done under this contract in a good and workmanlike manner as measured by the standards prevailing in the VENDOR'S profession or its failure to maintain the liability insurance required herein in full force and effect for the duration of the work. Where liability for such claims, damages, losses and expenses arises out of or results from CITY'S and the VENDOR'S joint actions or omission, the VENDOR'S indemnity obligation under this section shall be limited to the extent to which the VENDOR caused or contributed to the act giving rise to the claim or loss.

**10. Insurance.** The VENDOR shall obtain, at VENDOR'S expense, show proof in a form satisfactory to City and keep in effect during the term of this contract, Commercial General Liability Insurance and Automobile Liability Insurance on an occurrence basis, including contractual liability, with combined single limit per occurrence and annual aggregate limits not less than \$1,000,000.00. Excepting professional liability insurance (if required) and worker's compensation coverage, **all policies shall provide a separate endorsement naming the CITY, its officers, employees, and agents as additional insureds.** VENDOR shall be responsible for any deductible amounts payable under all policies of insurance. Insurance shall be provided from a carrier or carriers with Best's Rating of A.VII or better. Insurance shall be kept in full force and effect for the duration of VENDOR'S work under this contract and shall provide notice to the CITY not less than 30 days prior to any termination or non-renewal in coverage.

**11. Modification.** Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by CITY and VENDOR, which increases or decreases the cost to CITY over the agreed sum or changes or modifies the scope of service or time of performance. In the event that VENDOR receives any communication of whatsoever nature from CITY, which communication VENDOR contends to give rise to any modification of this Contract, VENDOR shall, within ten (10) days after receipt, make a written request for modification to CITY. Vendor shall not be required to perform any modifications to the Contract until signed by both parties.

VENDOR'S failure to submit such written request for modification in a timely manner may be the basis for refusal by the CITY to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, VENDOR shall submit a complete breakdown of labor, material, equipment and other costs. If VENDOR incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original Contract or any mutually approved modifications, then CITY shall be responsible for payment of only those costs for which it has agreed to pay.

**12. Work on Private Property.** The VENDOR shall confine all activity in the field as is necessary or desirable to perform the work, from and within the boundaries of public property, public right of way, or construction easements and shall not enter or remain upon private property without first obtaining the prior permission of the property owner.

**13. Force Majeure.** Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, labor disputes, riots, volcanoes, floods earthquakes, fires, casualties, extraordinary interruptions in electrical and/or telephone service, acts of God, acts of the public

enemy, epidemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, litigation, severe weather, inability to secure necessary labor, materials, or tools, delays of any contractor or subcontractor or supplier, acts of the other party, acts or failures to act of any public or governmental agency or entities, or any other cause beyond the control or without the default of the other party claiming an extension of time to perform. In the event of a delay, the party delayed shall give written notice of the delay and the reason therefore to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Delays under this paragraph shall not automatically be the basis for additional compensation payable to the VENDOR, but only to the extent they affect VENDOR'S costs.

**14. Payments Required (Statutory).** In accordance with ORS 279.312 VENDOR shall:

- a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- b) Pay all contributions or amounts due the Industrial Accident Fund from such VENDOR or subcontractor incurred in the performance of the contract.
- c) Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**15. Prompt Payment (Statutory).** In accordance with ORS 279.314, if VENDOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the VENDOR or subcontractor by any person in connection with the public contract as such claim becomes due, the CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the VENDOR by reason of such contract.

**16. Hours of Work (Statutory).** In accordance with ORS 279.316, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except of individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under this contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279.334(1)(a)(C) (ii) to (vii) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater.

**17. Health Care Payments (Statutory).** In accordance with ORS 279.320 VENDOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such VENDOR, of all sums which the VENDOR agrees to pay for such services and all moneys and sums which the

VENDOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**18. To Whom Notices Sent.** All notices that this Contract requires to be sent from one Party to the other Party and all other communications from one Party to the other concerning a Party's rights or obligations under this Contract shall bind that Party only when transmitted from or delivered to the following persons:

FOR CITY: Linda Adlard

FOR VENDOR: Karen Finley

**19. Procedure Upon Termination.** Upon termination of this Contract VENDOR shall:

- a) Immediately provide to CITY any and all information, materials and records provided by CITY to VENDOR under this Contract;
- b) Take such action as necessary for the protection and preservation of CITY'S property;
- c) Comply with CITY'S instructions for the timely transfer to CITY or to a successor contractor of all terminated portions of this Contract;
- d) Assist CITY and a successor contractor, if any, in completing any activities undertaken before the termination or expiration of this Contract including, without limitation, any judicial proceedings to enforce a citation issued prior to termination.

**20. Retention of Property.** The Parties acknowledge that the VENDOR shall retain full ownership right to all equipment used by VENDOR or equipment supplied by VENDOR to CITY for CITY's use in the performance of this Contract. VENDOR reserves the right to remove any and all VENDOR and/or subcontractor hardware (including but not limited to housings and camera systems) upon termination of this Contract and to substitute any equipment in furtherance of its performance under this Contract so long as the substituted equipment meets the minimum specifications required by this Contract. VENDOR shall restore any and all publicly-owned facilities damaged as a result of VENDOR'S removal of VENDOR'S equipment.

**21. Confidentiality.** CITY and VENDOR acknowledge that in the course of the performance of their respective obligations pursuant to this Contract, each party may obtain confidential and/or proprietary information of the other party or its affiliates or customers. "Confidential Information" includes: information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or acquired, business opportunities, names of customers, research, and development; the terms, conditions and existence of this Contract; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; and any copies of the prior categories or excerpts included in other materials created by the recipient party. The parties hereby agree that all Confidential Information communicated to it by the other party, its affiliates, or customers, whether before or after the Effective Date, shall be and was received in strict confidence, shall be used only for purposes of this Contract, and shall not be disclosed by such party, its agents or employees without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, or regulatory requirements beyond the reasonable control of the disclosing party. Confidential Information shall not be deemed to include information that is publicly known or becomes publicly known through no unauthorized act of the recipient party, or that is rightfully received from a third party without an obligation of confidentiality.

CITY agrees to make reasonable effort to protect VENDOR'S proprietary and/or confidential information from disclosure to third parties. In the event of requests for such information by third parties, CITY shall notify VENDOR of any such requests or demands prior to the release of such information, and shall provide VENDOR with the reasonable opportunity to defend against such release. CITY shall also provide reasonable assistance to VENDOR in any such defense. The provisions of this Section shall survive the term or termination of this Contract for three (3) years.

**22. Full Agreement.** This contract represents the entire and integrated contract between the CITY and the VENDOR and supersedes all prior negotiations, representations or contracts, either written or oral. This contract may be amended only by written instrument signed by both CITY and VENDOR.

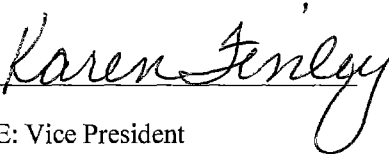
**23. Governing Law.** The rights and responsibilities of the parties to this contract shall be governed by the laws of the State of Oregon. Any action or proceeding to enforce or interpret the terms of this contract shall be commenced in the United States District of Oregon or in Washington County (Oregon) Circuit Court.

AGREED TO BY THE PARTIES HERETO:

CITY OF BEAVERTON, OREGON

REFLEX TRAFFIC SYSTEMS, INC

BY: 

BY: 

TITLE: Mayor

TITLE: Vice President

DATE: 11/6/03

DATE:

APPROVED AS TO LEGAL FORM:  City Attorney

## EXHIBIT 1

### STATEMENT OF WORK RED LIGHT SIGNAL VIOLATION CAMERA ENFORCEMENT SERVICES

- 1A. RTS' Red Light Traffic Camera Outsourcing Program will provide:
- Consulting engineering in coordination with the CITY's traffic engineers
  - Consulting recommendations in the selection of intersections for camera installation
  - Placement of digital red light camera systems on the CITY's electronic as-built drawings
  - Supply, installation, & maintenance of up to 16 REDFLEX red Dual-Digital traffic camera systems for red light running enforcement at up to 16 intersection approaches. An approach is defined as a straight through single direction of travel at an intersection with up to four (4) contiguous lanes from the curb (e.g. northbound, southbound, eastbound, westbound) where one set of cameras are utilized (main & face). Left turn lane installations may be evaluated and installed at the intersections as a separate approach, or in conjunction with an existing complete dual camera system, which is considered one-half of one approach when using existing camera housings and control cabinets.
  - RTS shall pay monthly telecommunications DSL charges incurred by vendor to telecom provider.
  - Project Management including monitoring program performance and recommendations for program improvements
  - Administrative back-office support to include SMART-ip image processing and SMART-ops ticketing software
  - Toll free citizen inquiry support for standard responses to frequently asked questions and staffed with a "live person" from Monday through Friday 8:00 am to 5:00 pm Pacific Standard Time.
  - Police computer application for electronic signature approvals
  - Electronic transfer of citation information and incident pictures into the Court computer system.
  - Court application interfaces and evidence package preparation
  - Training for Police and Court personnel (including Judges) involved to not exceed 10 hours total
  - Standard monthly reporting
- 1B. CITY agrees to:
- Supply digital-format as-built intersection diagrams of intersection approaches to include conduit availability analysis and identified direction of approaches to be monitored.
  - Obtain prompt site preparation permit approvals
  - Perform all construction site works for each approach to include supply of poles, equipment foundations, pull boxes, cabling, supply and access to power, conduit, concrete and / or asphalt repair, loops, boring and trenching as may be required, connection of DSL, wiring to the traffic signal red phase, and a project schedule with completion dates to be mutually agreed upon by



parties within 30 days of contract signing or as mutually determined for future installations.

- Supply a personal computer with high speed (cable or DSL) internet access for the police to approve tickets electronically
- Establish a system to provide digital disposition data for reporting purposes.
- Provide a judge or administrator and court facilities for disputed tickets.
- Support customary fine collection for all final dispositions.
- Provide sufficient staff to support the approval of tickets, court prosecution support, systems interfaces, and administrative policy management as defined by the CITY'S goals and objectives for the Municipal Court's operations and subject to annual budgeting.
- Sign off approvals of ticketing guidelines, forms, and standard reports by the scheduled delivery dates
- Repair street surfaces after red light signal enforcement facilities construction including replacing hole cavities and disconnecting wiring after contract termination.
- Provide maintenance for all requirements except RTS supplied systems

## EXHIBIT 2

### STATEMENT OF WORK PHOTO RADAR SPEED ENFORCEMENT SERVICES

1A. RTS' Photo Radar Outsourcing Program will provide:

- Supply, install, and provide equipment maintenance of the photo radar van and associated equipment
- Van is to be marked consistent with the CITY'S existing police fleet

In the event that the provided photo radar van is out of commission for more than 6 days in any one month period or for more than 4 consecutive days, then RTS and the CITY agree to reduce the price to be paid to RTS for the service of that system by 1/30 of the monthly obligation for each day the system is unavailable to the CITY.

1B. The CITY agrees, to:

- Provide an authorized person to operate the Photo Radar unit for enforcement
- Coordinate deployment strategy with RTS to maximize education, awareness, and speed reduction by maximizing the CITY Police Department's speed enforcement goals and objectives; such deployment strategy shall be developed in part by using data collected from the traffic camera systems and accident statistics collected by the CITY.
- Establish a system to provide disposition data for reporting purposes, in electronic format.
- Provide a judge or administrator and court facilities for disputed tickets. Support customary fine collection for all final dispositions.
- Provide sufficient staff to support the approval of tickets, court prosecution support, systems interfaces, and administrative policy management as defined by the CITY'S goals and objectives for the Municipal Court's operations and subject to the City Council's budgetary discretion.
- Sign off approvals of ticketing guidelines, forms and standard reports by the scheduled delivery dates
- Be responsible for all costs associated with the operation (fuel) and scheduled basic maintenance of the photo radar vehicle consistent with City fleet maintenance guidelines.

### EXHIBIT 3

#### PRICING

##### **Red Light Camera System Dual Camera System (Front and Rear)**

Up to 16 dual camera systems plus possible left turn lanes, at \$3,500 per approach for dual camera system plus \$500 per approach for Smart Scene plus \$1,750.00 for Left turn Lane as part of a system that can capture the left turn with 2 straight through lanes by adding an additional camera, loop card and SDCM in existing cabinets, subject to adjustment as provided for herein.

##### **Photo Radar Speed Enforcement**

\$9,500 per speed van per month, subject to adjustment for down time as provided for herein.

##### **Business Assumptions:**

- Payments to Vendor to Photo Red Light services are net of the cost of construction, cabling, poles, conduits, power supply, maintenance costs except for those RTS supplied systems, and net of construction close down expenses
- Redflex shall have the right to concur with selection of intersections.
- Performance Expectations for photo red light and photo radar.

Photo Radar – The percentage of violations that result in citations is expected to be at least 40%. If any single issue has a rejection rate higher than 7%, with the exception of driver or vehicle obstruction, motor cycle helmet, extended vehicle, paper plates, out of country plates, wrong or no DMV, gender match, plate obstruction, or 2 vehicles in beam, Redflex will provide an explanation in writing to the City within 10 days of the end of the month. Redflex will also provide a recommended course of action to lower the rejection rate.

Red Light – The total number of citations issued compared to the total number of violations is expected to be at least 50% with the exception of driver or vehicle obstruction, motor cycle helmet, extended vehicle, paper plates, out of country plates, wrong or no DMV, gender match, plate obstruction, or 2 vehicles in beam.

Vendor's failure to meet any of those expectations for any month shall result in a mutually agreeable adjustment to the price to be paid by City to vendor for that month. Vendor's continued failure from month to month to meet any of those expectations may be cause for termination of this contract.

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

CSR KM

REDFL-1

DATE (MM/DD/YY)

02/06/03

**PRODUCER**

Crist Elliott Machette Ins.

License #OB17224

Grand Avenue

Oakland CA 94612

Phone: 510-832-8000 Fax: 510-832-5054

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.

**INSURERS AFFORDING COVERAGE****INSURED**

Redflex Traffic Systems, Inc.  
15020 N. 74th St.  
Scottsdale AZ 85260

INSURER A: OneBeacon Insurance Grp/Calif

INSURER B: OneBeacon Insurance Grp/Calif

INSURER C: State Compensation Fund

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	QAR787938	02/06/03	02/06/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					Emp Ben. 1,000,000
B	AUTOMOBILE LIABILITY	FAAX62096	02/06/03	02/06/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	CADV03791	02/06/03	02/06/04	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	157341800	02/06/03	02/06/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input 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
	OTHER				

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

City of Beaverton, their officers, agents and employees are additional insured as respects work performed on their behalf by the named insured.

**CERTIFICATE HOLDER**

Y

ADDITIONAL INSURED; INSURER LETTER: A

**CANCELLATION**

BEAVRTN

CITY OF BEAVERTON,  
OREGON  
4755 SW Griffith Driv  
BEAVERTON OR 97076

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



POLICY NUMBER: QAR787938

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

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

**ADDITIONAL INSURED -- OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
SCHEDULE

**Name of Person or Organization:**

**City of Beaverton, Oregon**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**AS RESPECTS REDFLEX TRAFFIC SYSTEMS, INC.**

With respect to the insurance afforded the additional insured, paragraph 4 of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is deleted and replaced by the following:

**4. Other insurance:**

a. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent or on any other basis.

b. This additional provision applies only to the person or organization shown in the schedule.

**CG 20 10 10 93** Copyright, Insurance Services Office, Inc., 1992