To: Erica Barba/COC@Chandler,
Cc:
Bcc:
Subject: Fw: Chandler Safety
From: Marla Paddock/COC - Thursday 09/24/2015 11:03 AM

----- Forwarded by David Bigos/COC on 09/24/2015 11:01 AM -----

From: Jay Tibshraeny/COC
To: David Bigos/COC@Chandler
Date: 09/24/2015 10:59 AM
Subject: Fw: Chandler Safety
Sent by: David Bigos

Please be advised that all email sent and received via this address has been requested for review by local media and will be made available in accordance with Arizona Open Public Records Law.

----- Forwarded by David Bigos/COC on 09/24/2015 10:59 AM -----

From: "Jeannie Wells" <nwells3@cox.net>
To: "Jay Tibshraeny" <jay.tibshraeny@chandleraz.gov>
Date: 09/24/2015 09:00 AM
Subject: Chandler Safety

Dear Mayor Tibshraeny:

As a resident of Chandler I would so encourage the installation of intersection cameras at all major intersections in Chandler. The number of red light runners is absolutely astounding, especially when they are turning left. My wife and I have counted as many as four cars proceeding through the intersection AFTER the light has turned red. Last week we saw a school bus run a red light as well.

Drivers traveling in Chandler can no longer proceed through a green light safely without waiting sometime for the intersection to clear. Additionally, we have observed that close to 15% of the drivers in our neighborhood no longer stop at a stop sign. I attribute much of these problems to the lack of a police presence. I cannot remember the last time I saw someone pulled over by a Police Officer in Chandler.

I understand that there are budget restrictions but the use of cameras would actually create revenue for the city along with making our streets safer.

Thank you for your consideration in this matter.

Sincerely,

Dennis & Jeannie Wells

Chandler · Arizona Where Values Make The Difference	**PURCHASING ITEM FOR COUNCIL AGENDA**	**1. Agenda Item Number**: 24 **2. Council Meeting Date**: September 24, 2015
TO:	**MAYOR & COUNCIL**	**3. Date Prepared**: September 1, 2015
THROUGH:	**CITY MANAGER**	**4. Requesting Department**: Police

5. SUBJECT: Agreement No. PD5-961-3521 for Photo Enforcement

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. PD5-961-3521 with American Traffic Solutions, Inc., for photo enforcement, in an estimated amount of $2,500,000 for the initial five-year contract term, April 1, 2016, through March 31, 2021, with the option of one additional five year-extension.

7. BACKGROUND/DISCUSSION: The City entered into an agreement for the photo enforcement program in February 2007 and has exercised the final extension option through March 31, 2016. The recommended agreement will allow the City to continue providing the photo enforcement program.

On July 22, 2015, the Public Safety Subcommittee met and was briefed on the history of the photo enforcement program, the proposed new locations, and the potential new vendor.

The Police Department's goal is to reduce accidents overall and further reduce the severity of the accidents that do occur. Studies conducted in Chandler show that there is a statistically significant reduction in accidents at intersections that are photo enforced. The Police Department's experience with photo enforcement as a tool to reduce accidents and increase traffic safety has been positive.

A review of the crash data and traffic flow revealed that some of the current enforcement cameras should be relocated to different intersections to have the greatest impact on the safety of the motoring public (See Attachment 1). This contract will not increase the number of photo enforcement locations or approaches, which will remain at 12 intersections and 17 approaches (See Attachment 2). Intersections recommended to be monitored by photo enforcement were selected based on three criteria: volume of accidents, increase in accidents, and severity of the accidents occurring at the intersection. Approaches will be monitored with a combination of speed and red light enforcement based on the accident data.

In the event this program generates a positive cash flow, all funds will be used by the Police Department and Traffic Engineering for traffic safety enhancements, including signage, roadway improvements, and other items that increase traffic safety in Chandler.

Before the new locations go live, there will be a 60-day public information campaign to make drivers aware of the location changes. Speed reader boards will be installed at all four approaches at each intersection advising drivers of their speeds. Additionally, for the first 30 days of the program, warnings will be issued instead of citations.

If the contract is terminated for convenience, the Contractor will be compensated for unamortized costs incurred for installation. Staff and the Contractor will collaborate for a seamless transition.

8. EVALUATION: On March 23, 2015, City staff issued a Request for Proposal for Photo Enforcement. Notification was sent to all registered vendors. Proposals were received from the following three offerors:

American Traffic Solutions, Inc.
Redflex Traffic Systems, Inc.
Gatso USA

An Evaluation Committee, made up of a Chandler citizen and representatives from Police, Courts, and Traffic Engineering, evaluated the proposals received. After reviewing the proposals and interviewing the top ranked firms, the Evaluation Committee recommended award to American Traffic Solutions, Inc., who submitted the most advantageous offer to the City in accordance with the evaluation criteria for reasons including competitive pricing; high quality, centrally located equipment able to respond quickly to issues; and strong local experience.

The term of this agreement is April 1, 2016, through March 31, 2021, with the option of one additional five-year extension.

9. FINANCIAL IMPLICATIONS:

Cost:	$500,000 per year
Savings:	N/A
Long Term Costs:	N/A

Acct. No.:	Fund:	Program Name:	CIP Funded:	Funds:
101.1290.5263.0.0.0	General Fund	Photo Enforcement	No	$500,000

10. PROPOSED MOTION: Move City Council approve Agreement No. PD5-961-3521 with American Traffic Solutions, Inc., for photo enforcement, in an estimated amount of $2,500,000 for the initial five-year contract term, April 1, 2016, through March 31, 2021, with the option of one additional five-year-extension.

ATTACHMENTS: Agreement, Attachment 1: List of Ongoing/New Locations, Attachment 2: Maps of Current/Proposed Locations

APPROVALS

11. Requesting Department Matthew Christensen, Police Commander	**13. Department Head** Sean Duggan, Chief of Police
12. Procurement Officer Mike Mandt	**14. Acting City Manager** Marsha Reed Marsha Reed

CITY OF CHANDLER SERVICES CONTRACT
PHOTO ENFORCEMENT
CONTRACT NO.: PD5-961-3521

THIS CONTRACT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and American Traffic Solutions, Inc. a Kansas Corporation, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. **CONTRACT ADMINISTRATOR:**

   1.1. **Contract Administrator.** Contractor shall act under the authority and approval of Police Commander or designee (Contract Administrator), to provide the services required by this Contract.

   1.2. **Key Staff.** This Contract has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Contract without prior written approval by City.

   1.3. **Subcontractors.** During the performance of the Contract, Contractor may engage such additional Subcontractors with advance written approval of CITY as may be required for the timely completion of this Contract. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with Contractor, and any subcontract shall incorporate by reference the terms and conditions of this Contract.

2. **SCOPE OF WORK:** Contractor shall complete the Scope of Work all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference.

   2.1. **Non-Discrimination**. The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

   2.2. **Licenses**. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

   2.3. **Advertising, Publishing and Promotion of Contract**. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City.

   2.4. **Compliance with Applicable Laws**. Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

      2.4.1 The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

      2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the Contract.

2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.

2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records**. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. **Property of City.** Any materials, including reports, computer programs and other deliverables, created for this Contract (excluding hardware) are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.

4. **PRICE:**

4.1 City shall pay Contractor the per unit cost of twenty dollars ($20.00) per actionable activation as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4.2 **Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Contract. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor

obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

4.3 **Payment**. A separate invoice shall be issued monthly, and no payment will be issued prior to completion of specified services and receipt of a correct invoice.

4.4 **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.

4.5 **Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial five year term of the Contract. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City expects that all requested price increases will be directly correlated to a necessary cost increase to Contractor that was clearly unpredictable on the date Contractor executed the Contract for the initial or extension term. City shall determine whether any requested price increases for extension terms is acceptable to the City. If a price increase is agreed upon by the Parties a written Contract Amendment shall be approved and executed by the Parties.

4.6 **Acceptance by City.** City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.7 **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:**

5.1 The term of the Contract is five year (s), commencing on April 1, 2016 and terminating on March 31, 2021 unless sooner terminated in accordance with the provisions herein. The Contract may be extended by mutual agreement of the City and Contractor, for up to one additional term of five years.

5.2 The Contractor shall begin all required system design, permitting, and installation as well as business process design and testing after contract award as required to have all systems operational by April 1, 2016.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies

of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Contract.

6.2. **Emergency Purchases.** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

6.3. **Non-Exclusive Contract:** This Contract is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

7. CITY'S CONTRACTUAL REMEDIES:

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of Contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

8.1. **Termination for Convenience.** City reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractor s to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage

of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor" compensation shall be based upon such determination, Contractor's unamortized costs, and Contractor's fee schedule included herein.

8.2. **Termination for Cause.** City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:

1) If Contractor fails to perform pursuant to the terms of this Contract
2) If Contractor is adjudged a bankrupt or insolvent;
3) If Contractor makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Contract has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

8.3. **Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Contract if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of this Contract shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

8.4. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.5. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.6. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Contract beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The City may reduce services or terminate this Contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

10.2 Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Contract will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE:

12.1. General.

12.1.1. At the same time as execution of this Contract, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

12.1.2. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

12.1.3. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

12.1.4. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract services under this Contract by Contractor, its agents, representatives, employees, and subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

12.1.5. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

12.1.6. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

12.2. Minimum Scope and Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

12.2.1. Commercial General Liability-Occurrence Form. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

12.2.2. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles
Vehicle Liability. Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

12.2.3. Workers Compensation and Employers Liability Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

12.2.4. Installation Floater. When Contractor is installing equipment, it will obtain and provide proof of coverage equal to the initial contract amount for the installation including labor and expenses, policy shall include the following provisions:

a. The City, Contractor, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy.

b. Coverage shall be written on a Covered Cause of Loss-Special Form, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.

c. Policy shall be maintained until whichever of the following shall first occur:

i. final payment has been made; or,
ii. until no person or entity, other than the City has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

f. Contractor is responsible for the payment of all deductibles under the Installation Floater policy. Waives all rights of recovery and subrogation against the City under the Contractor-provided Installation Floater coverage.

12.3. Additional Policy Provisions Required.

12.3.1. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

12.3.2. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

a. The Commercial General Liability, Installation Floater, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

b. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

c. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

d. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

e. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.

g. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

h. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

i. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

j. By signing this Contract, the Contractor certifies it is fully aware of Insurance Requirements contained in the Contract and assures the City of Chandler that it is able to produce the Insurance coverage required.

k. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY:

Contract Administrator:	Police Commander	American Traffic Solutions, Inc.
Contact:	Mathew Christensen	David Roberts
Mailing Address:	PO Box 4008 Mail Stop 303W	1330 West Southern Avenue, Suite 101 Tempe, AZ 85282
Physical Address:	251 N Desert Breeze Blvd.	
City,State,Zip:	Chandler, AZ 85244-4008	480-596-4713
Phone:	480-782-4841	David.roberts@atsol.com
:	Matt.Christensen@chandleraz.gov	

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.

14.2. Kickback Termination. City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. No Conflict: Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Entire Agreement. This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

15.2. Assignment. Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the City, which shall not be unreasonably withheld.

15.3 Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on such changes.

15.4 Independent Contractor. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.5 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.6 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ___ day of _____, 2015.

FOR THE CONTRACTOR

By: _____
David Roberts, President & COO

FOR THE CITY OF CHANDER

_____
MAYOR

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Regularly

EXHIBIT A
SCOPE OF WORK
Photo Enforcement (Red Light and Speed Enforcement)

1. Background.

1.1 The City of Chandler intends to utilize up to 12 photo enforcement intersections for a total of up to 48 approaches. The location of which to be selected by the City and mutually agreed on by Contractor. The City anticipates an average of two approaches per intersection. Additional locations and approaches may be added at time of contract extension. Each approach may have speed enforcement, red light enforcement or both. The long-term goal of the program is to reduce the number of traffic accidents in Chandler.

1.2 The Contractor shall provide a "turn-key" operation with all equipment, training, and all related services

2. Enforcement Camera Systems.

2.1 The Contractor shall provide all necessary material and equipment, i.e. poles, detection systems, cameras, and data recording systems needed to identify and photograph vehicles violating Arizona Red Signal Light and speed statutes at up to twelve (12) intersections designated by the City. The Contractor shall provide and install poles and secure enclosures for photo enforcement cameras. Installation shall be subject to the approval of the City of Chandler Traffic Engineering Department in accordance with all current professional standards as set forth by Traffic Engineering. The Contractor shall make efforts to install and locate poles and enclosures to minimize the visual impacts to the adjacent properties.

2.2 The Contractor shall provide cameras in the enclosures capable of photographing violator vehicles from both the front and rear.

2.3 Contractor shall supply a system and equipment that meets the following criteria:

2.3.1 The ability to operate during both daylight and nighttime.

2.3.2 The ability to provide photographs which clearly identify the driver, vehicle and license plate.

2.3.3 Capable of setting different tolerances for speed and red light violations which will insure that the system does not activate on violations below the tolerances set by the City. The Contractor shall adjust tolerances during the term of the contract as directed by City.

2.3.4 Capable of providing digital images in both still and video.

2.3.5 Capable of electronically transferring information between the Police Department, Municipal Court, and Contractor to allow for timely issuance of initial complaints, second copies of the summons and complaint and a copy of the summons and complaint to be delivered to the process server.

2.4 Each camera shall have sufficient computer and associated equipment to record, document and track data for record keeping and court purposes.

2.5 The Contractor shall coordinate all system installations with the City of Chandler Traffic Engineering Department. Prior to installation, the Contractor shall submit engineering drawings to the City. Installations must conform to all local, state, and federal guidelines. The City will incur the cost of electricity required to run the system. All of the photo enforcement equipment

must be wholly separate from the traffic signal system, with the exception of two wires leading out from the City's traffic controller indicating the onset of the red light. The photo enforcement system cannot use existing conduits utilized by the traffic signal nor use any of the detection equipment used to operate the traffic signal.

2.6 Contractor shall insure that malfunctions in the enforcement camera system do not interfere with the continued operation of any traffic control systems.

2.7 Contractor may make installations, and timing sequences only after prior approval of the Traffic Engineering Division, and with input from the Police Department.

2.8 The Contractor shall maintain, repair and service all of the enforcement camera system and related components. Contractor shall notify the City of all malfunctions in any system immediately upon their discovery at contractor's expense.

2.9 The Contractor, at their expense, shall relocate equipment as necessary and as directed by City due to roadway construction to a mutually agreed upon location.

2.10 When the contract term ends, the Contractor shall remove all equipment and return intersections, sidewalks, etc. to their original condition.

3. Complaint and Warning Processing

3.1 The Contractor shall issue warnings based on criteria established by the Police Department. When issuing warnings, the Contractor shall follow the same procedures for mailing as for a first notification of a complaint.

3.2 The Contractor shall be available for contact from the Contract Administrator, a representative of Traffic Engineering, or a representative from Municipal Court during the City's normal business hours. The Contractor shall provide toll free telephone customer service for City staff and the public calling from within the 602, 623 and 480 area codes.

3.3 The Contractor shall maintain all records and images in accordance with established law, and make them available as requested for court purposes.

3.4 City will send the Contractor a copy of the notice of hearing. Upon receipt of the notice of hearing, the Contractor shall prepare a court packet and send it either electronically or in hard copy to the Contract Administrator within 10 days of receipt of the notice of hearing but no later than 12 hours prior to the court hearing date. The Contractor shall include in the court packet the following:

3.4.1 All images of the violator vehicle.
3.4.2 All violation data.
3.4.3 Certification that the system was operating properly prior to and after the violation.

3.5 Contractor shall issue all complaints and warnings within the time frames established by City.

4. Issuing of Complaints.

4.1 The Contractor shall process all images and record all data related to individual violations.

4.2 The Contractor shall obtain registration information on violator vehicles from both in-state and out-of-state sources and driver's license information for the registered owner. The Contractor

shall provide this information to the Police Department and the Municipal Court in a format compatible with the City's system. The Contractor shall match driver's license information to registered owner information. Contractor shall establish an interface by utilizing City's ability, as a government entity, to access the Arizona MVD Motor Vehicle Registered Owner Records as allowed in A.R.S. §28-455(C)(1). ATS will assist the City in the design and implementation of a batch file provided by the Arizona Department of Transportation.

4.3 The Contractor shall provide complaints to Contract Administrator within seven (7) calendar days of violation for in-state registrations. The Contractor shall provide out of state registration complaints to the Contract Administrator within 14 calendar days of violation.

4.4 The Contractor shall issue complaints only in cases where the photographs of the violator vehicle are clearly visible and identifiable, the vehicle plate is legible, and the driver is clearly depicted and registration information matches the vehicles depicted.

4.5 The Contractor shall forward the electronic file to the Contract Administrator for review. The Contract Administrator will notify the Contractor of accepted complaints. The Contractor shall mail accepted complaints by the next business day following the Contract Administrator's notification to the Contractor. The Contractor shall also forward an electronic file of accepted complaints to the Municipal Court by the next business day following the printing and mailing of the complaint.

4.6 The Contractor shall match the gender and age of the driver of an imaged vehicle with that of the registered owner of that vehicle. The Contractor shall not issue a notice of violation when the gender or apparent age of the depicted driver and that of the registered owner conflict. In such cases, the Contractor shall mail a notice of violation to the registered owner, which contains violation date, time, location and a request for driver identification. The Contractor shall work with the Contract Administrator to draft the notice of violation.

4.6.1 In cases where the vehicle is not registered to an individual, the Contractor shall mail a notice of violation to the registered owner. The notice of violation shall contain violation date, time, location and a request for driver identification. The Contractor shall work with the Contract Administrator to draft the notice of violation.

4.6.2 In cases where the named defendant is found not to be the driver depicted in the photograph, the City shall develop a nomination process. Once an individual is identified as the driver and that information is transmitted to the Contractor, the Contractor shall issue a new complaint to the identified driver.

4.7 Mailing of accepted complaints.

4.7.1 The Contractor shall send a copy of the summons, complaint and images of the violation by first class mail, postage pre-paid to the person to be served, together with two copies of a notice and acknowledgment of receipt of summons and complaint, and return envelope, postage prepaid, addressed to the Municipal Court. The Contractor shall include the fine amount designated by the Court in the mailed materials.

4.7.2 The Contractor shall schedule the initial appearance date and time as required by law, currently 30 days from date complaint is mailed and as directed by the Municipal Court.

4.7.3 If the named defendant fails to respond to the complaint by the court date, the City will advise the Contractor. The Contractor shall mail a second copy of the summons and complaint to the listed defendant on the same day notification is received from the City.

4.7.4 If the named defendant fails to comply within the time frame listed in the second copy of the summons and complaint, the City will advise the Contractor. The Contractor shall issue a third copy of the summons and complaint and shall contract with a process server to serve complaints as directed by the City. Additional service, including process service, shall be provided by the Contractor in accordance with procedures established by the City.

Records Retention/Photo Images.

The Contractor shall maintain a proper chain of evidence in accordance with established law, as well as the policy of the Chandler Police Department.

4.8 The Contractor shall retain all records and images associated with photo enforcement violations issued in a fireproof location.

4.9 Contractor shall retain all images and records for a period of time that meets both legal requirements and those of the City (a minimum of three (3) years). All images and records are the property of the City of Chandler.

4.10 The Contractor shall provide an audit trail.

4.11 The Contractor shall produce an audit trail of all unusable and unactionable images which shall include, but not be limited to:

4.11.1 The total number of unusable/unactionable images.
4.11.2 Location code.
4.11.3 Date of the image.

4.12 Images of violators shall include at a minimum, the following information:

4.12.1 Time of violation in hours, minutes, seconds.
4.12.2 Day, month, year of the violation.
4.12.3 Speed of the vehicle depicted.
4.12.4 Location coding.
4.12.5 Direction of travel (if non-stationary cameras).
4.12.6 Signal Phase (picture of signal). The color of the traffic signals should be visible in the image.

4.13 The Contractor shall make all files available for Contract Administrator for inspection on-line.

5. Information Management Systems.

5.1 The Contractor shall input data and provide data in a format compatible with the Police Department and the Municipal Court computer systems to allow for the transfer of electronic information between the Contractor and Police Department, the Contractor and the Municipal Court, and the Police Department and Municipal Court. Contractor shall pay fees associated with the electronic data transfer.

5.2 The Contractor must obtain the prior approval of the information management representatives of the Police Department, the Municipal Court, Traffic Engineering Division and Information Technology Division for all software applications.

6. Reporting Requirements.

6.1 The Contractor shall provide a system, which allows the Contract Administrator to run reports on the data listed below for the time period (e.g. month, quarter, year) specified by the Contract Administrator.

6.1.1 Total number of photographs taken.
6.1.2 Total number of usable images.
6.1.3 Total number of unusable images.
6.1.4 Total number of warnings issued.
6.1.5 The number of complaints filed with the Municipal Court.
6.1.6 The number of second notices issued.
6.1.7 The number complaints pending service by personal service.

7. Support.

7.1 The Contractor shall provide continuous technical and operational support and training to the City for the Contractor's system and equipment. The Contractor shall provide all training to enforcement operators, Traffic Engineering personnel and other City personnel as specified by the Contract Administrator.

7.2 The Contractor shall provide an action plan for requested services within 24 hours of request.

8. Training.

8.1 The Contractor shall provide training including, but not limited to, providing appropriate City staff with an understanding of how the equipment works and the system operates. Training shall be sufficient to enable City staff to testify in court as to the technical aspects of the system. The Contractor shall provide expert witnesses for court purposes as requested by the Contract Administrator.

8.2 The City will provide adequate training facilities and scheduling for City employees.

8.3 The Contractor shall provide appropriate training records and forward them to the Contract Administrator in a timely manner.

8.4 The Contractor shall provide training on systems operations, as well as the procedures that occur once a photograph is taken and a summons is issued.

8.5 Training outlines shall be prepared by the Contractor and submitted to the Contract Administrator for review and approval.

9. Community Awareness.

9.1 The Contractor shall assist the City in community awareness efforts in cooperation with the Contract Administrator. The Contractor shall provide professional quality public relations assistance and materials.

9.2 The Contractor shall provide and install mandatory warning signs required by state law.

9.3 The Contractor shall assist with a media relations campaign at the time of initial deployment of photo enforcement systems. All public awareness activities shall be coordinated through the City's public information office and the Contract Administrator.

EXHIBIT B
PRICE PROPOSAL PAGE

Payment Billing.

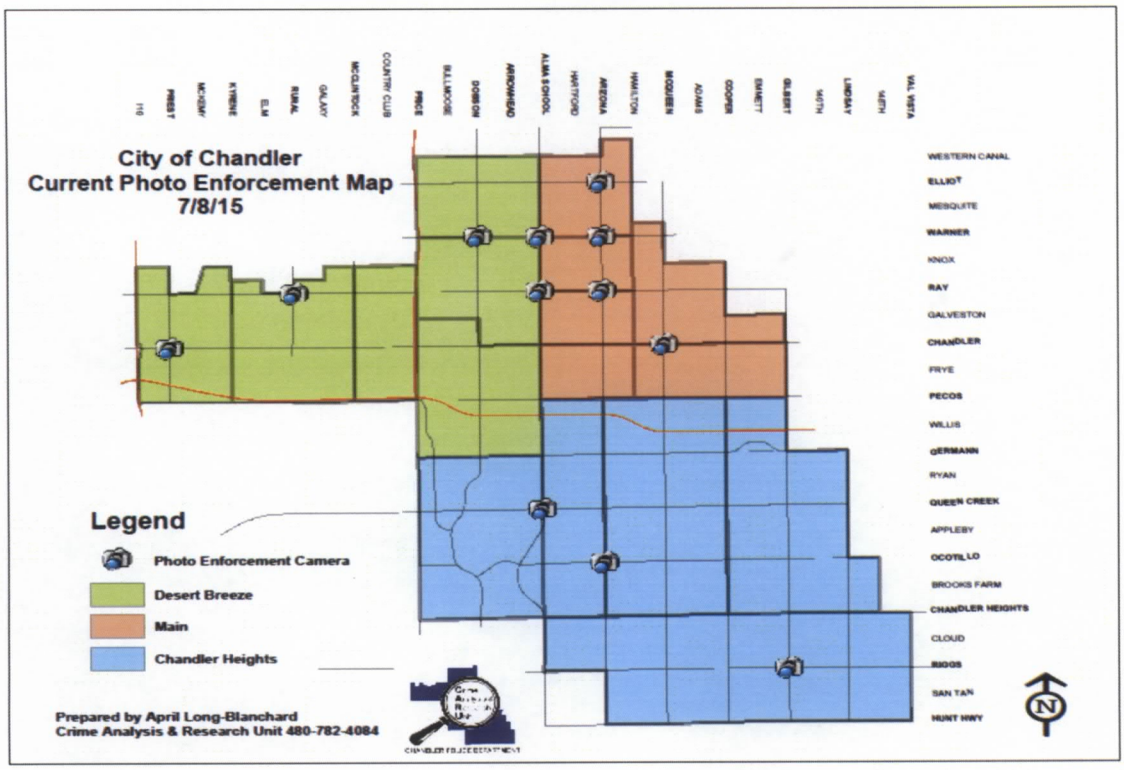
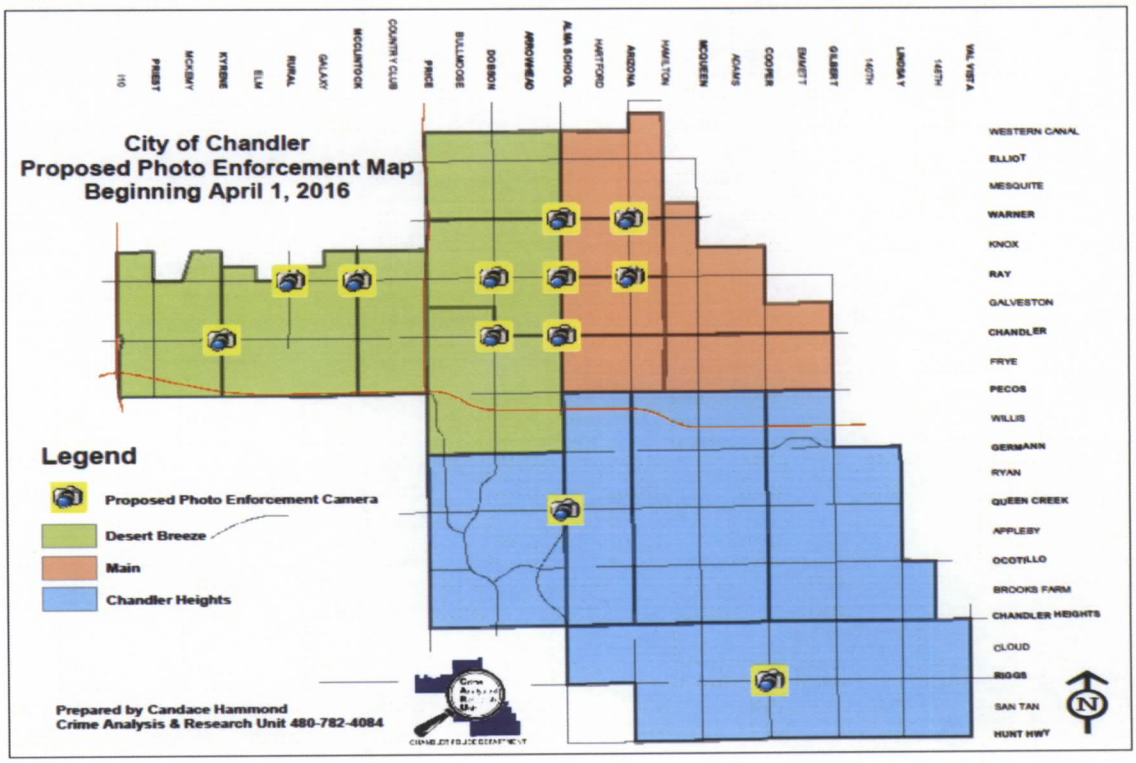
Payment to the Contractor for service provided shall be made for all actionable activations occurring the previous 30 days. An actionable activation is an activation where the images of the driver and license plate are identifiable for court purposes and the driver's gender/age matches the registered owner's or the nomination protocol for rental or business owned vehicles has produced a person who's gender/age matches the image. All instances where the gender/age of the registered owner and the driver appear to match will be considered actionable even if this is later shown to be false.

The City will not be responsible for payment to the Contractor for any image, which is determined by the Contract Administrator to not be an actionable activation.

Price per Actionable Activation $20.00

Attachment 1

Ongoing
New

Accident Ranking 2012-2014	Name	Existing Photo Enforcement	Proposed Photo Enforcement
1	Alma School/Chandler	⊘	✓
2	Arizona /Warner	✓	✓
3	Dobson/Ray	⊘	✓
4	Chandler/Kyrene	⊘	✓
5	Chandler/Dobson	⊘	✓
6	Arizona/Ray	✓	✓
8	McClintock/Ray	⊘	✓
9	Alma School/Warner	✓	✓
10	Alma School/Queen Creek	✓	✓
17	Alma School/Ray	✓	✓
34	Ray/Rural	⊘	✓
66	Riggs/Cooper	⊘	✓

Attachment 2