

**CONTRACT NO.**

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FOR PHOTO RADAR, RED LIGHT CAMERA AND PUBLIC IMPROVEMENTS

Department of **Public Safety, Portland Police Bureau**  
Pursuant to Ordinance No.

This Contract, made and entered into this \_\_\_\_ day of March, 2006, by and between ACS, State & Local Solutions, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. Collectively, Contractor and City shall be referred to as the “parties.”

I. RECITALS

The parties are entering into a contract that will require the Contractor to provide three different types of work and services. First, Contractor shall provide Photo Radar Services. Second, Contractor shall provide Red Light Camera Services. Third, Contractor shall install public improvements necessary for it to provide additional Red Light Camera Services if requested by the City. The scope of each is described more specifically in the Exhibits attached to the Contract.

II. PHOTO RADAR SERVICES

- A. Scope of Work: Contractor shall provide the services set forth in Exhibit A to this Contract.
- B. Payment: City shall pay the Contractor in accordance with the Schedule set forth in Exhibit C to this Contract.

III. RED LIGHT CAMERA SERVICES

- A. Scope of Work: Contractor shall provide the services set forth in Exhibit B to this Contract
- B. Payment: The City shall pay the Contractor in accordance with the Schedule set forth in Exhibit C to this Contract.

IV. PUBLIC IMPROVEMENTS

- A. If, pursuant to Exhibit B, Contractor and City identify one or more additional intersections where red light camera systems should be installed, and City issues a Notice to Proceed, Contractor shall construct the Public Improvements described

in Exhibit D to this Contract in accordance with the requirements found in that Exhibit.

- B. Contractor shall be paid for the construction of the public improvements in accordance with the payment schedule set forth in Exhibit D.
- C. Contractor will provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to perform and complete the work in the manner specified and in accordance with the requirements of the Engineer.
- D. Upon receipt of a Notice to Proceed from the City, and after site evaluation, approval of plan development for the intersection and receipt of approved permits, Contractor shall complete any new intersections in all respects within 90 calendar days.
- E. Contractor agrees that all construction, building, or installation shall be in accordance with:
  - 1. Plans and specifications to be prepared by the Contractor and approved by the City, as provided in Exhibit D.
  - 2. The Standard Specifications for Construction filed in the Office of the City Auditor July 1, 1987, as revised.

#### V. ADDITIONAL TERMS AND CONDITIONS

- A. Contractor shall not transfer or assign any portion of its rights or responsibilities under this contract to any person(s) without the prior written consent of the City. In the event of transfer or assignment without prior written consent, the City may terminate this agreement and hold the Contractor responsible for breach of contract.
- B. No officer or employee of the City is or shall be entitled to any share, part or benefit(s) derived from this contract.
- C. Contractor agrees to pay all royalties and license fees for all patented articles or processes and save City free from all loss or damage that may result from the wrongful or unauthorized use of said items.
- D. Contractor agrees to make all necessary repairs and replacements to remedy all defects, breaks, or failures in work performed under the plans and specifications without cost to the City and in a manner satisfactory to the City Engineer.
- E. To provide Public Liability Insurance in accordance with the specifications protecting the City as additional insured and Contractor as primary insured in sums not less than \$200,000/\$500,000, for bodily injury and \$500,000 for property

damage per occurrence, **OR** a single limit policy in the minimum amount of **\$500,000** covering all claims per occurrence and \$500,000 general aggregate.

- F. Contractor shall furnish a fully executed Performance Bond and a separate Payment Bond in regard to the public improvement portion of the contract each in the amount of \$210,000, using a standard annually renewable surety bond form to be provided by Contractor's surety bond broker, subject to the approval of the City Attorney. City may elect to accept such performance bond from a subcontractor for the public improvement portions of this contract.
- G. City may terminate this contract for default if Contractor willfully fails or refuses to faithfully perform in accordance with the terms of this agreement. In the event of termination for default, Contractor will not be responsible for consequential or incidental damages.
- H. Contractor agrees to provide a two-year Maintenance and Warranty Bond in regard to the public improvement portion of the contract in the amount of \$100,000 prior to receiving final payment for the work contemplated by Exhibit D to this Agreement and upon the completion of the installation period. The Contractor will use a standard surety bond form to be provided by Contractor's broker, subject to the approval of the City Attorney. The bonds shall be released after the two-year period. City may elect to accept such a bond from a subcontractor for the public improvement portions of this contract.
- I. All rights of action for any breach of this contract by Contractor are reserved to the City.
- J. Any reference in this contract to the specifications is intended as convenience to the parties in the administration of the contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this contract of any provision of the specifications is not intended, nor shall such be construed to change, alter, modify, amend, or delete the requirements of the specifications.
- K. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to the contract as evidenced by but not limited to the provisions of Appendix "A" attached hereto and by this reference made a part of this contract.
- L. Contractor agrees it is prepared to deploy digital camera systems for Portland's program when both parties mutually agree to use digital cameras.
- M. Contractor agrees to work with City in the event that the transfer of information regarding citations can be done electronically without paper copies. Contractor agrees to provide such electronic transfers if the City and Contractor mutually agree to such a method of transference.

- N. This contract is drafted and executed pursuant to current Oregon law and requirements. Contractor and City understand that the Oregon Legislature has the authority to amend and revise legal requirements for Red Light Camera and Photo Radar operations. In addition, both parties understand the Oregon Legislature could repeal or refuse to reauthorize either or both of these operations.
1. In the event that the Oregon Legislature repeals or amends Oregon law that makes Contractor's operations legally permissible, the City may terminate that portion of the Contractor's services that relate to the program or law that was repealed or amended without breaching this agreement.
  2. In the event that the Oregon Legislature amends Oregon law so as to make compliance with the law more costly, the City and Contractor agree to negotiate an appropriate amendment to this contract in order to determine whether compliance with the law, as amended, is financially possible for the City. In the event that good faith negotiations fail to reach an agreement in this regard, City may cancel any portion of this agreement made more costly by such changes in Oregon law. Contractor shall be compensated for services provided and reasonable costs incurred prior to said cancellation.
- O. Contractor shall provide information to the Oregon Legislature at the request of the City in regard to photo radar and red light camera legislation.
- P. Other public agencies in the State of Oregon are entitled to use the Contractor's services under the same terms and conditions as stated herein, with the exception that specific references to the City of Portland shall not be applicable to such other public agencies and shall be deemed to be references to the public agency using Contractor's services.
- Q. There are no third party beneficiaries to this contract.
- R. Contractor shall comply with all applicable federal, state and local laws and regulations in performing its services under this agreement.
- S. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their approved assignees.
- T. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- U. The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

- V. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon without regard to any choice of law or rules that might otherwise require application of the laws of a different jurisdiction. Any action or suits involving any question arising under this contract shall be brought in the appropriate court in Multnomah County, Oregon.
- W. The City and Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor.
- X. Contractor shall maintain a City of Portland business license as required by PCC 7.02.030 during the term of this Agreement.
- Y. The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any material that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.
- Z. Contractor shall provide the insurance required by Schedule A attached to this contract.
- AA. Contractor shall defend, save and hold harmless the City of Portland, its officers, agents and employees, from all claims, suits or actions of whatsoever nature, including the contractor's wrongful or tortuous intentional acts, or the contractor's negligent acts or omissions resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.
- BB. This contract and attached exhibits constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not contained herein regarding this contract. Contractor, by the signature of its authorized representative, hereby acknowledges that it has read this contract, understands it and agrees to be bound by its terms and conditions.
- CC. The term of this agreement shall be for three years from the date of execution of this contract. City shall have the right to extend this contract thereafter for two one-year periods. In no event shall this contract extend beyond a total of five years.
- DD. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. The date of execution of this agreement shall be when both parties sign a counterpart of this agreement and send a copy to the other of the authorized signature by facsimile

transmission, provided that an original signature page is provided immediately thereafter by mail. Each party shall then be entitled to a copy of this agreement with an original signature page with all necessary signatures. Execution of this agreement in this fashion, however, does not eliminate the City's ability to approve any and all documents that must be subsequently provided by Contractor, such as insurance.

IT IS SO AGREED:

Dated and signed in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

**ACS, State & Local Solutions, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**Address:**

**Telephone No:**

**Fax No:**

Approved as to Form:

CITY OF PORTLAND

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

CONTRACTOR'S  
CITY OF PORTLAND  
BUSINESS LICENSE NUMBER

By \_\_\_\_\_  
Auditor

## EXHIBIT A: Photo Radar

### I. GENERAL REQUIREMENTS

The Contractor is responsible for providing the City with a fully-tested, functioning photo radar program, including necessary hardware, software, database management, communications network, report generation, mailing of approved citations with City cover letter and affidavit/certificate, telephone customer service, and support services. The Contractor will provide Gatsometer Type 24 Photo Radar camera equipment. Contractor responsibilities will include photo radar equipment, maintenance, retrieval of film, film processing, processing of recorded images of alleged violators, providing authorized users access to digital images of alleged violators and violation records, providing a chain of custody of violation evidence, creation and management of program data bases, preparation and mailing of approved citations, provision of a 1-800 telephone number for citizen inquiries, and customer service staff to answer in-coming calls, as more fully described below.

#### A. EQUIPMENT

1. The Contractor will provide the Gatsometer Type 24 Radar Camera System (“the equipment”) for use in vans owned by the City. Currently, there are two City-owned vans with the equipment installed. The City has the option of supplying additional vehicles for use of the equipment. If so, Contractor will provide and install the equipment in those vehicles. The Contractor and the City may also decide that the Contractor will provide one or more Contractor-owned vans meeting the requirements of Paragraph G below with the equipment installed. The equipment includes: Doppler radar, antenna, central processing unit (CPU), two Robot 36 DCE cameras for both front and rear photography in a primary/secondary configuration, external tuning fork, and camera film.
2. City is under no minimum required usage of the photo radar unit.
3. Contractor will maintain adequate Field Service Technicians, spare parts and equipment to repair any malfunctions in equipment within 48 Hours, excluding weekends and holidays.
4. There will be no minimum number or quota of violations to be generated through the use of the photo radar unit and equipment.
5. Contractor shall supply equipment that, to the best knowledge of the Contractor, is not obsolete or near obsolete (i.e. expected to be obsolete through the introduction of a new product line within the next six months).
6. Should new equipment or a technological upgrade become available during the course of the Contract, the Contractor shall offer the City the

opportunity to upgrade the equipment. The installation of any new technology may be at an additional cost. The exact cost will be based on the scope of the technology upgrade and negotiations at the time of the upgrade.

7. The City is only obligated to use equipment or production models that have been satisfactorily demonstrated to the City, or that have demonstrated a record of successful deployment by other law enforcement agencies.
8. Any additional photo radar system implemented shall be of new manufacture and best quality and installed in accordance with approved recommendations of the manufacturer thereof, and shall conform to the equipment specifications listed below.
9. The equipment shall meet all applicable Federal standards and specifications and be of a type approved for licensing and use in the City of Portland.
10. The equipment shall be capable of executing its functions so that it performs according to, and fulfills the requirements of, the City.

#### B. SPECIFIC EQUIPMENT REQUIREMENTS

The Contractor also shall provide the following in regard to the equipment:

1. The equipment shall identify a vehicle traveling through a radar beam and take a photograph of the vehicle traveling in excess of a predetermined speed threshold.
2. The equipment shall be capable of detecting the speed of target vehicles when operated from a stationary vehicle and subsequently displaying that information digitally.
3. A mobile reader board shall be provided that displays the speed of passing vehicles while the photo radar unit is in use. The reader board shall display the speed in digits that are at least 9 ½ inches in height.
4. The equipment shall be capable of recording the speed of a vehicle with an accuracy of plus or minus one (1) mile per hour and shall display that information in a mile per hour format.
5. The equipment shall measure the speed of traffic that is approaching or going away from it and gather data for statistical analysis.
6. The equipment shall be capable of deployment at a wide range of sites and operating conditions, including but not limited to, heavy traffic volumes,



multiple lanes of traffic, adverse weather and temperatures, and different road surface configurations.

7. The equipment should operate while vehicles are moving at speeds of 15-150 miles per hour.
8. The camera shall be able to photograph up to three actual lanes of traffic and the film shall be able to produce high resolution images of those vehicles. Photographs shall show the driver of the vehicle if a photograph of the front of the vehicle is taken and shall show at least one license plate.
9. Cameras shall operate at night and shall come equipped with flash attachments. Photographs taken at night shall produce high resolution images and permit the identification of the driver (if a photograph of the front of the vehicle is taken) and at least one (1) license plate.
10. The equipment shall be capable of operating in an automated mode, with easy set-up, and minimal human intervention needed after set-up.
11. The equipment shall be capable of performing internal calibration tests for speed measurement accuracy and functionality. The internal test shall produce a visual and/or auditory signal that permits an operator to determine if the equipment is functioning properly.
12. The equipment shall be capable of performing an electronic internal calibration test. If the internal calibration test shows that the equipment is failing, the equipment shall display a failure code that is visible to the operator and shut down.
13. The equipment shall have sufficient shielding and suppression of radio frequency ("RF") current in the 800 Megahertz ("MHz") to 900 MHz band to prevent interference from a typical 30 watt Police radio transmitter operating in the same vehicle as the photo radar unit.

#### C. DOCUMENTS & MANUALS

Contractor shall provide City with all relevant specifications, manuals and materials relating to the capabilities and operation of all the equipment. Within 90 days of the effective date of this agreement, the Contractor shall obtain from the manufacturer of the equipment any rights required for the City to make and provide copies of manuals and materials in response to discovery requests.

#### D. WARRANTY AND MAINTENANCE

1. The Contractor shall maintain the Contractor furnished Photo Radar Enforcement system and its associated equipment in good working order. Any malfunctioning camera or other Contractor furnished equipment shall

be returned to good working order within forty-eight (48) hours of notification that the equipment is not in proper working order, excluding weekends and City holidays.

2. Reports of equipment malfunctions will be communicated by the City to the Project Manager, or in his/her absence, the Field Service Technician or the Lead Traffic Service Agent. Contractor shall acknowledge receipt of such calls as soon as possible.
3. An electronic log of all camera component problems reported and all repair activity will be maintained by the Contractor for each incident reported. A copy of this repair log will be provided to the City upon request.
4. Contractor warrants that its equipment, and any vehicles leased to the City, are in good working order. Contractor will maintain all equipment provided to City throughout the duration of the contract.
5. Contractor shall provide all vehicle maintenance (excluding gasoline) during the term of this project if the vehicles are leased from Contractor. Such maintenance shall meet safety standards currently in place in City.
6. Contractor shall provide maintenance on the photo radar and related equipment, such as but not limited to, the camera, video, radar, and computer, during the term of this project, as provided in this agreement.
7. Contractor shall provide service and support in a timely manner so as to minimize the amount of time that equipment is not functioning and citations are not being issued. Repairs and replacement parts shall be provided by the Contractor within 48 hours, excluding weekends and holidays. Substitute equipment shall be provided by the Contractor when repair times or parts supply exceeds this time limit.
8. Contractor shall provide a preventive maintenance program in order to achieve reasonable reliability and availability of the equipment. Maintenance shall occur at scheduled intervals and at times when the equipment is not being used. Maintenance shall include the running of diagnostics to ensure the early identification of any component failure.
9. Contractor shall provide a mechanism and procedure for backing up all data files.
10. Contractor shall provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.
11. If the City leases vehicle(s) from the Contractor, in the event of an accident or collision that removes the vehicle from service, the Contractor will not

be liable for any consequential damages and a reasonable amount of time will be allowed for repair or replacement of the vehicle.

E. BILLING

Contractor shall coordinate with the City's finance department to set up billing and accounting procedures acceptable to the City.

F. DELIVERY

For the City of Portland, Contractor shall deliver all equipment, F.O.B., to the Police Bureau/Department.

Portland Police Bureau Traffic Division  
1319 SE Martin Luther King Jr. Blvd.  
Portland, Oregon 97214

G. VEHICLE REQUIREMENTS

1. Any vehicle provided by the Contractor for photographic speed enforcement shall meet the following criteria:
  - a) Late model, 2000 model or newer.
  - b) Mini or Full Size van, such as those made by Chevrolet or Ford or any other model or manufacturer acceptable to the City.
  - c) AM/FM Radio.
  - d) Automatic Transmission.
  - e) Radial Tires.
  - f) Dual Outside Mirrors.
  - g) State Inspection and Emission Certificate.
  - h) OEM Heater, Defroster.
  - i) Front and Rear Air Conditioner.
  - j) Power Steering.
  - k) Power Disk Brakes.
  - l) Digital Clock.
  - m) Color choice of dark blue or royal blue, and white.

2. The vehicle and installed equipment shall provide operators with comfortable seating and room to comfortably operate the equipment for extended periods of time.
3. Contractor shall allow City to equip and mark the vehicle.

#### H. PHOTOGRAPH REQUIREMENTS

1. **Film Technology:** Contractor shall use traditional “wet film” technology, consisting of a camera apparatus for taking photographs consisting of a light proof enclosure having an aperture through which the image of an object is recorded on photo sensitive 35mm film. Film is a thin flexible transparent sheet or strip of material, such as cellulose derivative, coated with a photosynthetic emulsion and used to make photographic negatives or transparencies. Once the film has been developed into a negative, it shall be reformatted into digital images and placed on a computer or computer type storage device. The film negative will be used for printing photographic pictures for use as evidence.
2. The photographic Primary camera control unit shall produce a clear photograph that contains the following data:
  - a) Display of front license plate of vehicle.
  - b) Display of driver's face.
  - c) Scene of location where the alleged violation occurred.
  - d) Motor vehicle during the alleged violation.
  - e) The day, month, and year of the alleged violation.
  - f) The time of the alleged violation displayed in hours, minutes, and seconds.
  - g) The speed of the vehicle displayed in miles per hour.
  - h) The officer's identification code.
  - i) Location code information
3. The Photographic Secondary camera control unit shall automatically take a photograph without manual intervention from the Police Officer in attendance that contains at least the following data:
  - a) Display of rear license plate of vehicle.
  - b) Scene of location where the alleged violation occurred.

- c) Motor vehicle during the time of the alleged violation.
- d) Day, month and year of alleged violation.
- e) Time of the alleged violation displayed in hours, minutes and seconds.
- f) Speed of the vehicle photographed displayed in miles per hour.
- g) Officer's identification Code.
- h) Location code and information.

#### I. FILM AND CITATION PROCESSING SERVICES

1. Contractor shall provide all film and other photographic supplies.
2. Contractor shall provide the City with color film, digital images of alleged violators, and photographs for court packets and citizens requesting to view their alleged violations.
3. Contractor will be responsible for processing all film.
4. The Contractor shall provide one Field Service Technician (FST) responsible for retrieval of both photo radar and red-light camera film based upon a schedule established by the City. The FST will respond to any report of a photo radar or red-light camera problem. All repair activity will be tracked by the FST on an electronic maintenance log.
5. The Contractor shall collect exposed bulk film, memory cards (if applicable), PR Officer Visual Observation Log and PR Equipment Set-Up Checklists (if applicable) for the Contractor system. Contractor will establish a chain of custody, consistent with Oregon Law, for the alleged violation date and submit film for developing.
6. The Contractor will convert developed film to a digital format, compare to PR Officer Visual Observation Log (if applicable), determine and enter license plate information, view driver and ensure that the driver is identifiable and is not obstructed or out of focus.
7. Contractor shall maintain access to the current motor vehicles database that is maintained by the Oregon State Department of Motor Vehicles. Access shall be maintained for the life of the contract. In addition, Contractor shall have access to current motor vehicle databases in the states of Washington, California and Idaho.

8. The Contractor will use the DMV information, verify information collected during the viewing process, re-check license plate information and registered owner information, determine whether the gender of the driver matches the gender of the registered owner of the vehicle if the owner is an individual, compare vehicle type and owner type and prepare film negatives for storage.
9. After the verification process, the Contractor will print the citations and transmit them to the Police for approval and signature. Upon return of the approved signed citations from the Police, the Contractor will include the printed corresponding cover letter with the violation photo and the appropriate printed Affidavit of Non-Liability or Certificate of Innocence forms and mail within the guidelines in ORS State Law.
10. If the current Contractor operation's center in Portland closes, the Contractor shall open an operation's center in a location acceptable to City. The operation's center shall be within proximity to the City of Portland and shall have adequate staff to manage the contracts.
11. Contractor will be responsible for pick-up and delivery of film and data on a daily basis (to and from the respective Police departments/bureaus and Courts).
12. Contractor will use the license plate number from the photographs to identify the vehicle owner from the Department of Motor Vehicles records.
13. Contractor shall ensure that the gender of the registered owner of the vehicle appears to be the same as the person whose photograph is taken.
14. Contractor shall prepare warning letters or citations and notice letters for all persons who appear to have violated the speed limit.
15. Contractor shall obtain the Police Officer's signature for each citation and shall mail letters and citations to identified vehicle owners within six (6) business days of the violation.

J. RECORDS

1. Contractor shall maintain and provide supporting records of violations to the City and Courts.
2. Contractor shall maintain the photographs in a manner that preserves their chain of custody to ensure their admissibility in court.
3. Contractor shall maintain a list of all voided and destroyed photographs, negatives, and images.

4. Contractor shall keep all photographs and negatives for which citations are issued for three (3) years from the date of the citation or 38 days after disposition of the case, whichever is later. Contractor shall keep all photographs and negatives of images for which citations are not issued for at least 30 days.
5. Contractor shall destroy all photographs, negatives, and images following the required State records archivist's rules and the City's record retention schedules.
6. In the event that digital image storage systems are offered by Contractor and accepted by City, the City will require on line storage of images for the time periods referenced in Subsection 5 above.
7. Retrieval of archived information shall be available within five business days of a request for retrieval.

K. STATISTICAL ANALYSIS AND REPORTS

1. Contractor shall provide reports that show and analyze time, date, speed, number of vehicles, and other data required for automated citation generation and traffic analysis. The reports shall be submitted to the City within 30 days of the end of each calendar month and shall include such information as is mutually agreed to by both parties to this agreement including the following mandatory items:
  - a) Client Monthly Summary Report
  - b) Issuance Analysis Report
  - c) Officer Summary Report
  - d) Officer Activity Report
  - e) Deployment Summary Report
  - f) Location Activity Report
  - g) Current list of all valid location codes with information, including the court location, speed zone, applicable ORS statute, and description of the geographic location.
2. Additional Reports. Contractor shall provide additional reports at City's request. Such additional reports may be subject to additional fees charged by Contractor.

3. Contractor shall provide City with a monthly report within ten (10) days following the end of the each month. The monthly report shall, at a minimum, including the following information:
  - a) The total number of citations issued.
  - b) The total number of photographs taken and percentage of total vehicles whose photograph was taken that a violation notice was sent.
  - c) The total number and percentage of violations, delineated by speed and location, with time deployed at locations.
  - d) Hours of use at any one site.

L. TRAINING REQUIREMENT'S

1. The Contractor will provide the following training classes:
  - a) Up to four 2-day Photo Radar Operator training classes per contract year for police Personnel who will operate the system, which will include both classroom and hand-on training. The City may purchase additional classes at the City's expense. The cost for each additional session purchased by the City will be \$2,750. The maximum class size will be 12 persons.
  - b) Such training will occur in City provided facilities, unless otherwise agreed upon by the parties.
2. The Contractor shall provide technical instruction on equipment use and operation. Course content shall include: the theory of the device; the technical knowledge required for court purposes; photography principles; and actual deployment techniques. Contractor shall provide up to four training classes at no cost to the City. Contractor shall supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.
3. Contractor shall provide City with the license to duplicate training materials if necessary.
4. Contractor shall provide up to two additional training sessions and materials to Multnomah County judges and Court staff if requested by the City.

M. COURT ASSISTANCE



1. Contractor shall provide, as reasonably necessary, a person who is able to be qualified as an expert witness under current court requirements to testify in court in regard to photo radar technology.
2. The Contractor will provide the appropriate paper copy of the issued citation to the Court together with an electronic text file that contains the following information: Officer name, DPSST number, citation number, name of the alleged violator, the alleged violation, fine amount, any enhanced penalty indication, court hearing date and time, court location, courtroom number, and any other necessary information that the court may require and that has been discussed and mutually agreed upon.
3. Within ten (10) business days, (but before the Court date), of notification from the Court of scheduled cases, the Contractor will prepare and provide documentation to the officer who will testify about the alleged violation. Such documentation will include information about the operation of the camera, a checklist regarding camera operation and repair, two photographs, maintenance logs (if necessary or requested), a contact log showing any contacts with the alleged violator and any other information that may be required.
4. Contractor shall provide City and/or Courts with one (1) photograph for each citation issued (and rear photograph if necessary) when requested. The photograph shall be a minimum 3 by 5 inches, unless a larger photograph is necessary to view the driver/violation or to prosecute the case.
5. Contractor shall work with City to develop acceptable warning, explanatory, and other letters or correspondence for the project.
6. Contractor shall work with City and the Court to develop an acceptable citation form.
7. Contractor shall work with City and Court to implement and utilize electronic signatures and court filing of citations.
8. Contractor shall receive and process Declaration of Innocence and Non-Liability forms. A list of citations to be dismissed shall be provided to the Portland Police Bureau as they are processed.
9. The City shall audit, review and check Declaration of Innocence forms with photographic images taken of alleged violators to determine whether owners are accurately responding to the citations.
10. The City will schedule appointments for the public to view images on which citations were based at the designated location of the Police Bureau when citizens call.

N. COMMUNICATIONS/PUBLIC EDUCATION

1. Contractor shall be available to act as a resource during certain events planned as part of the photo radar communications, and public education strategy. This includes, but is not limited to, equipment demonstrations as part of community presentations, if it is determined to be in the interest of the City and the contractor.
2. Contractor shall provide City with public information materials. These materials should include, but are not limited to, brochures describing what photo radar, how photo radar works, and what benefits the use of photo radar provides.

O. TELEPHONE HOT LINE

1. Contractor will provide a telephone hotline that will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday of each week excluding holidays. During other times, Contractor's hotline will permit callers to obtain information and to leave a voice message. The letters that accompany Citations issued will have the toll-free number written on them.
2. The City shall provide Contractor with answers to questions that are frequently asked by the public when it calls the Hotline. Contractor shall provide those answers to the public in response to their questions.

## **EXHIBIT B: Red Light Camera**

### **I. GENERAL SCOPE OF WORK**

The Contractor agrees to provide Red Light Camera Services for the City of Portland. By term “red light camera services” means, in general, that the Contractor will install and provide a single camera per approach system to take photographs of persons who appear to violate the law by disobeying red light traffic signals and will thereafter assist the City when prosecutions of alleged violators occur. Contractor, under a prior contract, has already installed red light systems at six intersections in the City. Installation of additional red light camera systems is described in Exhibit D to this contract. In addition, the Contractor agrees to perform the following specific services:

#### **A. DETERMINATION OF RED LIGHT CAMERA LOCATIONS**

1. The Contractor shall use a video camera to evaluate approaches where additional cameras may be installed, when approved by the City. Based on the information provided by the video camera and the Contractor’s own assessment the Contractor may suggest additional approaches that, in its opinion, will permit the City to issue at least 35 citations per day for vehicles that disobey a red light traffic signal.
2. Contractor shall install its Red Light Camera (RLC) System at a maximum of twelve approaches, each of which shall be approved in advance by the City. The manner of construction is set forth in Exhibit D to this agreement. The number of Red Light Camera systems and unattended housing may be increased by mutual consent of the City and Contractor, as limited by state law.
3. By mutual agreement of the parties, Contractor may remove red light camera systems and housing from intersections where such systems have been installed.

#### **B. FILM TECHNOLOGY**

1. Contractor shall use traditional “wet film” technology, consisting of a camera apparatus for taking photographs consisting of a light proof enclosure having an aperture through which the image of an object is recorded on photo sensitive 35mm film. Film is a thin flexible transparent sheet or strip of material, such as cellulose derivative, coated with a photosynthetic emulsion and used to make photographic negatives or transparencies. Once the film has been developed into a negative, it shall be reformatted into digital images and placed on a computer or computer type storage device. The film negative will be used for printing photographic pictures for use as evidence.

- C. ADDITIONAL SERVICES: Contractor shall provide the following services:
1. Provide a method for an employee of the City to certify all violations in accordance with Oregon Law. City accepts Contractor's proposal to install a PC (personal computer) workstation at a location identified by the City to satisfy this contract requirement. Contractor also agrees to provide an electronic file of citations, that will include digital images of the violations for review by designated City staff, that will permit City to authorize Contractor to print the citation to reject the citation.
  2. Provide a method for accessing to the greatest extent possible, the Department of Motor Vehicles for all states which complies in respect with the laws of the State of Oregon and the policies of the Oregon Department of Motor Vehicles. City accepts Contractor's representation that it has "dial in" access to the LEADS (Law Enforcement Data System) or through a connection to the Portland Police Bureau. City accepts Contractor's representation that there is a 10-day business day mail requirement to access DMV information from other states.
  3. Provide information about those registered vehicle owners not responding to the original summons. To fulfill that requirement, Contractor shall store that information on its "TIMS" system, a proprietary processing system, that will maintain the initial violation data and all relevant camera information in addition to subsequent transactional data, such as collection activity, payments, adjudications, correspondence and name and address changes.
  4. Provide a technician who meets the qualifications necessary to testify in court. That witness will be able to testify to the accuracy, calibration, maintenance, repair documentation, technical operation and equipment effectiveness of the technology and system of inquiry. In support of such testimony, Contractor agrees that detailed maintenance logs are kept, meticulously records and available for use in court.
  5. The Contractor shall provide one Field Service Technician (FST) responsible for retrieval of red-light camera film based upon a schedule established by the City. The FST will respond to any report of a photo radar or red-light camera problem. All repair activity will be tracked by the FST on the electronic maintenance log.
  6. Provide a system that will continually perform a statistical analysis of violations, location of violations, number of violations and vehicle registration by state of violation. Provide a field technician who will remove film, reset the camera, and rotate the cameras as directed by the City.

#### D. SOFTWARE AND HARDWARE

Contractor shall perform the following in regarding to providing software and Hardware for its RLC system:

1. Contractor shall provide the Gatsometer Type 36 (single camera per approach) Red Light Camera system.
2. Contractor shall incorporate appropriate technical upgrades as they become available. Contractor shall provide or have available to the City all relevant specifications, manuals and materials and warranties relating to the capability, operation and warranty of the equipment.
3. Notwithstanding the provisions of any manufactured warranty, the Contractor warrants that the equipment is fit for its intended purpose. If within the applicable contract period, the work or equipment is found to be defective or not in accordance with the contract documents, the Contractor shall, promptly after its receipt of written notice of the City, remedy the defective work or equipment. Within 48 hours, excluding weekends and holidays, of the determination of a problem with equipment, the Contractor shall provide spare parts and/or replace equipment that meets the acceptable equipment specification.
4. Provide training services necessary to ensure the proper operation of the equipment and performance of those functions for which the City staff will be responsible. Both initial and ongoing training shall include appropriate levels of “hands-on” training. Provide all training materials in sufficient quantity. Include instructions and procedures, tutorial materials, application reference guide and problem solving material.
5. The Contractor shall be required to help the City prepare required documentation for the Legislative proposal in the 2003 Legislative session for the Oregon Department of Transportation’s overview of this program.
6. All data generated by the system shall become the property of the City. The evaluation report will include an analysis of the initial program, the impact of the program on driving behavior, opportunities for program improvement and future program recommendations.

#### E. DOCUMENTS & MANUALS

Contractor shall provide City with all relevant specifications, manuals and materials relating to the capabilities and operation of all the equipment. Within 90 days of the effective date of this agreement, the Contractor shall obtain from the manufacturer of the equipment any rights required for the City to make and provide copies of manuals and materials in response to discovery requests.

## F. PUBLIC INFORMATION

The Contractor shall assist the City in providing public information about its RLC services, including the following:

1. Continue to provide public education about the program, to improve safety on City streets and to advise motorists of the potential consequences of running red lights within the City. As part of this education Contractor will provide:
  - a) A Communications Strategy Manual that will outline the public education program designed as an ongoing dialogue with community organizations, neighborhood associations and the stakeholders.
  - b) A survey measuring local support shall be conducted one year after the effective date of this Agreement.
  - c) A link to the Contractor's traffic safety web site by providing a "photo enforcement" web page onto the City's existing web page.

## G. TELEPHONE HOTLINE

1. Contractor will provide a telephone hotline that will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday of each week excluding holidays. During other times, Contractor's hotline will permit callers to obtain information and to leave a voice message. The letters that accompany citations issued will have the toll-free number written on them.
2. The City will schedule appointments for the public to view images on which citations were based at the designated location of the Police Bureau when citizens call.
3. The City shall provide Contractor with answers to questions that are frequently asked by the public when it calls the Hotline. Contractor shall provide those answers to the public in response to their questions.

## H. PERFORMANCE CRITERIA

The Contractor's equipment shall satisfy the following minimum criteria. As used in this section, the terms "photo," "photograph" or "photographs" shall be interpreted to include the two color photographs per violation, the first which depicts the vehicle when it enters the approach while the governing traffic signal is red, and the second of which depicts the same vehicle at or beyond a given point at a fixed time after the first photo.

1. The following information must be imprinted on each photograph without obstructing the images of the vehicle, license plate and/or the violation:
  - a) Date, time and year of the alleged violation
  - b) Time of the alleged violation stated in military time of hours, minutes and seconds
  - c) The frame sequence
  - d) Approach identified by designated location code as required by the camera system
  - e) The amount of time in fractions of a second from the time the signal turns red to the time of the alleged violation
  - f) The amount of time in fractions of a second from the first photo to the second photo taken
  - g) The speed of the vehicle at the time of the alleged violation
2. The equipment shall provide an image visible to the naked eye of the license plate of the vehicle. After the initial photograph and development of the film, the image may be converted to a digital format for retrieval and archiving purposes. However, the original film and/or negative must be maintained until such time as the case has been completely adjudicated.
3. The equipment shall automatically detect a vehicle that is allegedly violating the red traffic signal including the speed of such vehicle and the amount of time elapsed between the time when the signal turned red and the time of the alleged violation.
4. The equipment shall capture the two photographs per violation.
5. The equipment will minimize operator's error including but not limited to functions of aperture setting, focusing and leveling must be automated to the degree possible and easy to operate.
6. Equipment will have camera enclosures that are tamper proof and must be designed so that the maintenance, film supply and removal and other operations can be accomplished easily, quickly and without creating a public safety hazard.
7. Equipment will provide clear and readable photographs twenty-four hours a day in any type of weather conditions, including but not limited to, bright sunlight, darkness, wind, rain or snow, which show clearly:

- a) Scene of the alleged violation
- b) Vehicle allegedly in violation clearly identified by color, make and model of vehicle
- c) The license plate of the vehicle including license plate number and letter in the state of issuance.

I. COLLECTION AND PROCESSING OF FILM

Contractor shall:

1. Collect all film that has been exposed by its RLC system.
2. Develop all film, place the images on the film into a digital format, determine and enter license plate information, review the image of the driver of the vehicle to ensure the driver can be identified, and then forward that information to the Portland Police Bureau for review and its determination whether a citation should be issued.
3. After accessing DMV information regarding registered vehicle owners, Contractor shall verify information it obtained during its review of the developed film, such as checking license plate information, registered owner information, performing a visual review to see if the gender of the driver in the photograph matches the gender of the registered owner (if the registered owner is an individual), and comparing the type of vehicle with that registered with DMV.
4. Contractor shall prepare film negatives for storage.
5. Comply with Oregon chain of custody requirements in order to facilitate the prosecution of violations. Such procedures shall specifically include a written method whereby all public records retention or destruction as defined in required sections of Oregon Law as amended and the retention of those schedules adopted therein are applicable.

J. APPROVAL, PRINTING AND MAILING OF RLC VIOLATIONS AND COURT ASSISTANCE

Contractor shall:

1. Provide City with a secure database to allow the Police Bureau to review alleged RLC violations so it can decide whether or not to issue a citation. If the City decides to issue a citation, the Contractor will print the citation and transmit it to the Police Bureau for signature. The Police Bureau will then return the citation to the Contractor, who will mail the citation to the owner of the registered vehicle as required by Oregon law, together with



an approved cover letter, the alleged violation photograph, and Affidavit of Non-Liability and Certificate of Innocence forms.

2. Meet the State's 10-business day citation mailing requirement. It is anticipated that based on Contractor's daily retrieval of film and one day film processing that Contractor will far exceed that contract requirement.
3. Provide the appropriate paper copy of each issued citation to the Circuit Court, together with an electronic file that contains the following information: officer name, DPSST number, citation number, name of the alleged violator, the alleged violation, fine amount, court hearing date and time, court location, courtroom number, and any other information that the court may request.
4. Prepare and provide documentation to be provided to the officer who will testify about the alleged violation. Such documentation will include information about the operation of the camera, a checklist regarding camera operation and repair, two photographs, maintenance logs (if necessary or requested), a contract log showing any contacts with the alleged violator and any other information that may be required.
5. Update the status of any citations that have been issued on its records.
6. Provide expert witnesses for court testimony as reasonably necessary.

#### K. RECORDS MAINTENANCE

1. Contractor shall provide a database and reporting system which allows statistical analysis of alleged violations and related data over time. The City will use the information generated to evaluate the performance of the program. Therefore, the desired statistics shall include, but not necessarily be limited to, the number of photos, numbers of identifiable photos, number of alleged violations sorted by locality, citations, the number of filed affidavits, the fine payment, the collection rate, the disposition of the alleged violations, and any other pertinent or related information required to properly and accurately measure program performance.
2. The Contractor will update its database to include information regarding the Certificate of Innocence and Affidavit of Non-Liability forms received from the Court.
3. The Contractor shall maintain and provide to the City and to the Circuit Court records that support the citations issued.
4. Contractor shall keep all photographs and negatives for which citations are issued for three (3) years from the date of the citation or 38 days after disposition of the case, whichever is later. Contractor shall keep all

photographs and negatives of images for which citations are not issued for at least 30 days. When citations are dismissed by the Police Bureau or the Circuit Court or when citations are not issued, the Contractor shall destroy all photographs, negatives and images as mutually agreed upon, but at least in the manner and time required by any applicable state law or city record retention schedule.

5. Contractor shall maintain a list of all photographs, negatives and images that are destroyed.

#### L. EQUIPMENT MAINTENANCE

1. Provide a maintenance log to track the status of each camera requiring service or repair and every roll of film removed. The log shall provide a complete record of all maintenance activity and document the calibration, repair, and routine maintenance of the equipment to assure at all times that the evidence is properly documented. All such records shall be available to the City on demand to resolve evidentiary and administrative procedures.
2. Contractor will maintain all installed equipment under this contract in a continuously operating condition. Contractor shall perform preventive maintenance during the time allotted for unloading and reloading of film to ensure maximum system operation time. In addition, Contractor shall ensure proper calibration of the portable red light camera within its fixed installation site as a normal component of its servicing routine. Any required calibration will be completed by the Contractor on site, or if bench maintenance calibration is necessary at the Contractor's Regional Maintenance and Operations facility. FST Contractor shall replace any faulty component in the system within 48 hours, excluding weekends and holidays of notification and determination of problem.
3. All records of maintenance and repair of equipment shall be available for inspection by the City upon reasonable notice.
4. The contractor shall maintain the RLC system and all associated equipment in good working order. Any malfunctioning camera or related equipment shall be returned to good working order within forty-eight (48) hours of notification that the equipment is not in proper working order, excluding weekends and City holidays.

#### M. REPORTS

1. The Contractor shall submit to the City a monthly report on project results within (30) days of the end of each calendar month. The report shall include such information as is mutually agreed to by both parties to this agreement including the following mandatory items:

- a) Number of alleged violations recorded
  - b) Number of non-issued alleged violations
  - c) Breakdown of reasons for non-issuance
  - d) Number of citations issued
  - e) Camera equipment hours of service, hours lost, and film run outs
  - f) Location and description of camera malfunctions
  - g) Average number of days to repair and the days lost to malfunction
  - h) Number of viewing appointments scheduled
2. The contractor shall provide additional reports about its RLC system upon request. However, such additional reports may result in additional fees charged by Contractor to City.

N. POSSIBLE FUTURE SERVICES

In the event that state law permits the City to enforce other traffic violations, infractions and crimes through the use of a RLC system, Contractor and City agree to discuss whether this scope of work should be expanded.

O. TRAINING REQUIREMENTS

1. Contractor shall provide two training classes. One class shall be a two-day training session for police officers who will testify in court. This class will include both classroom and field training and will encompass the theory and operation of the equipment and the manner in which the equipment is installed in the intersection. The second training class will be an overview briefing for City staff, court staff and judges.
2. Contractor shall supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.
3. Contractor shall provide the City with the license to duplicate the training materials if necessary.
4. All training will occur in city provided facilities.

## **EXHIBIT C: PAYMENT**

City shall pay Contractor for its services as follows:

### **I. PHOTO RADAR (ALL DUAL-CAMERA SYSTEMS)**

City currently operates two City provided vehicles using existing equipment. The parties anticipate that the City may provide additional vehicles and that the Contractor may provide additional vehicles for use with additional Photo Radar systems. The paragraphs below describe pricing for each of the possible options for the use of Photo Radar camera systems.

#### **A. EXISTING CITY PROVIDED VANS AND USE OF EXISTING EQUIPMENT**

1. City shall pay the sum of \$2,500 per camera system per month to Contractor for the two existing City provided vehicles referenced in Exhibit A, Paragraph I(G) in which Contractor has previously installed the Photo Radar dual camera system specified in Exhibit A; and
2. City shall pay a fee to be determined by Schedule A below.

#### **B. ADDITIONAL PHOTO RADAR SYSTEMS**

1. City shall pay the sum of \$2,500 per camera system per month for each additional Photo Radar system installed beyond the two existing systems if the City provides the vehicle and Contractor installs the Photo Radar dual camera system as specified in Exhibit A; or
2. City shall pay the sum of \$3,500 per camera system per month for each additional photo radar system installed beyond the two existing systems if the Contractor provides the vehicle referenced in Exhibit A, Paragraph I(G) and Contractor installs the Photo Radar dual camera system as specified in Exhibit A; and
3. City shall pay a fee to be determined by Schedule A below.

- C. The City may terminate the Photo Radar portion of this contract for convenience. If City terminates the photo radar portion of this agreement City is not required to pay Contractor any sums upon termination that were not earned prior to termination.

### **II. CITATION FEE SCHEDULE**

The City shall pay the Contractor on the basis of each paid citation. The following schedule shall mean that the City will pay the fee listed for each number of citations paid.

For example, if the number of paid citations was 500, the City would pay \$27 per citation for citations 1 through 400 and then \$22 per citation for citations 401 through 500. The same principle shall apply throughout the entire schedule.

**SCHEDULE A**

	Fee Per <i>Paid</i> Citation:
One System Deployed: Citations Paid – Monthly Tiers:	
1 – 400	\$27
401 – 600	\$22
601 – 800	\$20
801 +	\$18
Two Systems Deployed: Citations Paid - Monthly Tiers:	
1 – 800	\$27
801 – 1200	\$22
1201 – 1600	\$20
1601 +	\$18
Three Systems Deployed: Citations Paid - Monthly Tiers:	
1 – 1200	\$27
1201 – 1800	\$22
1801 – 2400	\$20
2401 +	\$18

*Note: Additional systems deployed will increase the tiers proportionally as above*

**III. RED LIGHT CAMERA (SINGLE CAMERA PER APPROACH)**

**A. INSTALLATION FEE, SERVICE FEE AND CITATION FEE**

1. The City currently operates red light camera systems at six intersections in the City.
2. City shall pay Contractor the sum of \$35,000 for each additional approach that is installed, as more specifically referenced in Exhibit D;
3. City shall pay Contractor the sum of \$2,000 per camera system per month. City shall owe Contractor that portion of \$2,000 corresponding to the percentage of time during the month when the camera system is in use. For example, if the camera system is installed and in use for 15 days of the first

month of its operation in a month containing 30 days, City shall owe the sum of 15/30 multiplied by \$2,000; and

4. City shall pay Contractor a fee to be determined according to Schedule B below.
5. If during any 60 day period of time, the average number of violations per camera per day falls below 17.5 per day at any given location, City may:
  - a) Remove the red light camera system from the intersection; or
  - b) Pay \$35,000 to Contractor for the installation of additional public improvements at a new approach and the transfer of a red light camera system to the new location, provided that it is anticipated through the use of a video camera evaluation, as referenced in Exhibit B, Paragraph I A(1) that the new location will have a minimum of 35 citations per day.

#### B. ADJUSTMENTS TO OPTIONS

The pricing contained above is based on the currently set time periods during which a traffic signal displays a yellow light (“yellow phase”) and the grace period provided by City to motorists for proceeding through the yellow light. If City decides to lengthen the time period of the yellow phase, Contractor is entitled to an increase in its citation fee as shown in Schedule B. City and Contractor agree to negotiate that increase after the increase to the yellow phase is determined.

#### C. PAYMENT ON TERMINATION

1. If City terminates this portion of the Contract for reasons other than the failure of the Oregon Legislature to reauthorize the red light camera legislation that makes Contractor’s operations legally permissible, and the termination occurs before the expiration of the contract term, City is not required to pay Contractor any sums upon termination since City will have paid for each of the public improvements at each approach at the time of installation.
2. If the City terminates this portion of the Contract because the Oregon Legislature repeals or amends Oregon Law that makes Contractor’s operations legally permissible, no payment upon termination is required.

#### IV. OTHER RED LIGHT CAMERA PRICING OPTIONS

City also has the right to purchase the following additional services:

A. DECOY CAMERAS:

1. Purchase: \$7,500
2. Monthly lease: \$300 month
3. Installation fee of \$35,000 applies (site is prepared to support either regular or decoy camera systems)
4. Decoys are used for monitoring sites where violations do not reach the minimum violation target rate of 35 per day. Decoys are an option for deployment at sites where the City desires to install an enforcement system even though the video evaluation of the site has shown that there are less than 35 violations per day prior to enforcement.

V. CITATION FEE SCHEDULE FOR RED LIGHT CAMERA SYSTEM

The City shall pay the Contractor on the basis of each paid citation. The following schedule shall mean that the City will pay the fee listed for each number of citations paid.

For example, if the number of paid citations was 2500, the City would pay \$27 per citation for citations 1 through 2400 and then \$18 per citation for citations 2401 through 3800. The same principle shall apply throughout the entire schedule.

**SCHEDULE B**

All Systems Deployed: Citations Paid – Monthly Tiers:	Fee Per <i>Paid</i> Citation:
1 – 2400	\$27
2401 – 3800	\$18
3,800-6,000	\$16
6,001 +	\$14

## **EXHIBIT D: Public Improvements**

### **GENERAL SCOPE OF WORK**

Contractor shall provide public improvements in order to implement Contractor's services for the Red Light Camera portion of this Contract. Such improvements consist, in general, of the installation of metal loop detectors in city streets that are connected electronically to the camera system to be used by Contractor, as described in Exhibit B to this Contract that sits atop a pole to be installed. While the City may request that Contractor install the improvements in additional intersections, as further described in Exhibit B, the City is not required to request installation in any additional intersections.

#### **I. GENERAL REQUIREMENTS**

- A. Contractor shall develop plans and specifications to install all necessary equipment and materials to ensure that the Red Light Camera System meets the performance criteria stated in Exhibit B to this contract, as well as all incidental work associated with that task.
  - 1. Contractor shall hire a registered professional engineer that is licensed in the State of Oregon to prepare the plans and specifications. The engineer will provide plans and specifications that contain the engineer's professional stamp and seal.
  - 2. The plans and specifications will conform to normally accepted procedures for City of Portland traffic signal work.
  
- B. City is relying on Contractor's expertise to provide plans and specifications that, when followed, will allow the red light camera system to operate as required by this contract. The City will review those plans and specifications to ensure that they are in conformance with City requirements, including, but not limited to, the requirements of the Standard Specifications. The City's review of such plans and specifications, however, is not a guarantee or promise that they are adequate to perform the tasks necessary for the operation of the red light camera system, nor does City warrant that, when followed, the plans and specification will produce a result acceptable to City. Responsibility for the adequacy of the plans and specifications remains that of the Contractor.
  
- C. Contractor shall hire an electrical contractor licensed in the State of Oregon to perform the work required by the plans and specifications. The electrical contractor must be prequalified by the City to perform traffic signal work.
  - 1. The electrical contractor may begin work after receiving the appropriate street opening permits from the City of Portland and any permits that might be required from the State of Oregon in regard to State-owned highways and after receiving a Notice to Proceed from the Portland Department of



Transportation (“PDOT”) to ensure that the red light camera system is operable as soon as possible. Contractor shall not be responsible for delays caused by permitting agencies

2. Following receipt of the Notice to proceed, Contractor shall give PDOT two business days advance notice before beginning its work, unless the parties agree otherwise. The Contractor shall follow the requirements of PDOT in regard to any Traffic Control Plan that may be required during installation.
  3. Contractor shall have an on-site foreman to monitor the work of the electrical contractor.
  4. The electrical contractor shall perform work that involves a direct connection to, or tie-in to, City traffic signal equipment only when PDOT has a designated representative at the job site. Therefore, Contractor shall ensure that PDOT has adequate notice before this is scheduled to begin.
  5. Contractor will notify City when the electrical contractor has successfully completed all of the work. Following notification, PDOT will inspect the work and submit a punch list of uncompleted items to Contractor if any are found. Contractor shall promptly correct and complete any punch list items in order to minimize disruption to the traveling public.
  6. After any punch list items are corrected, Contractor shall again notify PDOT that the work has been successfully completed. If punch list items remain or new punch list items are found Contractor shall promptly correct them and this procedure shall repeat until all punch list items are successfully completed and corrected.
  7. When no further punch list items remain, Contractor will supply PDOT with “as-built” plans for each approach that was installed to show the actual conditions of construction after installation.
- D. The Contractor shall provide a schedule showing its intended work and the time involved for such work before any work begins. The schedule shall be updated each Monday when construction is underway and shall show the progress made during the preceding week and work remaining to be performed.
- E. The public improvements installed as part of this contract will become the property of the City of Portland. Such improvements do not include the red light camera system, but do include the metal loop detectors, camera pole and electronic connections, among other things, that will be installed.
- F. Contractor warrants that its equipment is free of defects and shall maintain the public improvements to ensure continuous operation. Notwithstanding any other language in the contract to the contrary, Contractor shall make all necessary

repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to City, any all defects, breaks or failures of the public improvements during the two years following substantial completion of the public improvements due to faulty or inadequate materials or workmanship. If Contractor fails to correct such defects after notice by City, City may correct the defects and charge Contractor for the reasonable expenses involved in that repair.

## II. PAYMENT

- A. As described in Exhibit C, Contractor shall be paid the sum of \$35,000 for each installed approach. An “approach” is defined as the installation of improvements required by the plans and specifications, including but not limited to, metal detector loops, camera pole, and all electronic connections necessary to make one red light camera system operable.
- B. Contractor shall provide City with a Schedule of Values before starting work in order for the City to determine how to make partial payments for work completed. Failure to provide a schedule of values relieves the City of making partial payments during the period of construction until an approach is successfully installed and completed.

## ASSIGNMENT OF ANTITRUST RIGHTS

By entering into a contract, the Contractor, for consideration paid to the Contractor under the contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC §§ 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action that will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
2. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
3. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

SCHEDULE "A"

The Contractor shall provide insurance in conformance with the following requirements:

INSURANCE - PROOF OF COVERAGE

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

INSURANCE - PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall provide and maintain such public liability and property damage insurance as will protect the Contractor, as primary insured, and the City, as an additional insured, from any and all claims for damage or bodily injury, including death, which may arise from Contractor's actions. The Contractor shall require Subcontractors to provide and maintain the same insurance at Subcontractors' expense. Subcontractors shall list the City of Portland and Contractor as additional insured. Such insurance shall provide coverage for not less than the following:

For Personal Injury	\$200,000 for one claim \$500,000 for one occurrence
For Property Damage	\$500,000 for one occurrence

In lieu of the foregoing, submit a single limit public liability policy for personal injury and property damage in the sum of \$500,000 per occurrence and \$500,000 general aggregate or for not less than the amount for which public bodies are responsible as set forth in ORS Chapter 30, Tort Actions Against Public Bodies.

Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the Owner and all other governmental bodies with jurisdiction in the area involved in the project, their officers, contract agents and employees, and shall further provide that the policy as required by Contract shall not be terminated or canceled prior to the completion of the Contract without thirty days' written notice to the Auditor and the Purchasing Agent, said notice to commence to run from the date the notice is actually received in the Office of the Auditor.

The insurance shall provide only what is required by the Contract with no additional limits of coverage amounts.

The Contractor shall file with the Auditor, or the Purchasing Agent, a standard ACORD certificate of insurance evidencing such insurance and additional insured endorsement of the City required by the Contract and approved by the City Attorney.

## WORKERS' COMPENSATION INSURANCE

The Contractor, its Subcontractor, 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 maintain workers' compensation coverage for all their subject employed workers for the duration of this contract. A standard certificate of insurance, subject to the approval of the City Attorney, or a copy thereof, shall be attached to this Contract, if applicable, and shall be incorporated herein and made part of this Contract.

In the event the Contractor's workers' compensation coverage is due to expire during the term of this Contract, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur in the form of standard certificates of insurance, subject to the approval of the City Attorney.

## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS Chapter 279, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279.312, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Pursuant to ORS 279.313, in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In every public contract for lawn and landscape maintenance the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279.314, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279.314 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to 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, except in cases of contracts for personal services as defined in ORS 279.051, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279.334. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279.051, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for 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 contracts for services 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. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- Pursuant to ORS 279.320, in every public contract, the contractor 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 contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor 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. In every public contract, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279.352(2), a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279.375(1). The fee shall be paid to the Commissioner pursuant to the administrative rule of the Commissioner.
- Pursuant to ORS 279.445, in each contract awarded by a public contracting agency, the contractor shall include in each subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279.445(4)(a), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279.435.

The contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279.445(4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

- Pursuant to ORS 279, and in accordance with 1999 House Bill 2574, Contractor shall demonstrate that an employee drug testing program is in place.