

**PROFESSIONAL SERVICES AGREEMENT
"AGREEMENT"**

July 24, 2011

THIS AGREEMENT made this 7th day of September, 2011 between American Traffic Solutions, Inc. (herein "ATS"), with its principal place of business at 7681 East Gray Road, Scottsdale, Arizona, and the Township of Piscataway, NJ (herein "Customer"), with principal offices at 455 Hoes Lane, Piscataway, NJ 08854.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axis™ System" (herein "Axis"), and

WHEREAS, Customer desires to use the Axis™ System to monitor and enforce red light violations, and may, in the future, desire to monitor and enforce traffic speed or other traffic movements and to issue citations for traffic violations.

WHEREAS, the Customer issued a Request for Bids for a Traffic Safety Camera Program, to which ATS responded, and Customer selected ATS to provide services to implement and carry on the Customer red light enforcement program, and Customer desires to engage the services of ATS to provide certain equipment, processes and back office services to that Authorized Employees of the Customer are able to monitor, identify and enforce red light running infractions;

NOW THEREFORE, the parties agree:

1. DEFINITIONS:

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

"Approach" is defined as one direction of travel of one or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.

"ATS Response Proposal to Customer Request for Proposals" is defined as ATS' proposal submitted in response to Customer's November 4, 2010 request for proposals from qualified firms to provide an Automated Photo Enforcement System.

"Camera System" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction, including the approximate speed of a vehicle, on up to four contiguous lanes which records such data with one or more images of such vehicle. "Camera System" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis™ is stationed.

"Citation" means a citation or notice of violation or equivalent instrument issued within the State of New Jersey by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axis™.

"Owner" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.

"Paid Citation" means a situation where the person cited has entered a plea of guilty and paid any portion of the fine and applicable court costs associated with the particular citation.

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

"Project Business Process Work Flow" means initial business rules requirements.

"Project Time Line" means initial schedule and timelines required to begin the implementation of Customer's project, as agreed to by both parties.

"Recorded Image" means an image digitally recorded by a Camera System.

"Site Selection Analysis" is a statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for a red light system.

"Traffic Control Signal" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through and intersection.

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

2. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit "A", Section "1".

3. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in Exhibit "A", Section "2."

4. TERM AND TERMINATION:

a. This contract shall be effective on the signature date above.

b. The term of this Agreement shall be for three (3) years beginning on the date of first issued and payable notice of a violation from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date"). Customer shall have the option to extend the term for two (2) one (1) year periods. Upon ninety (90) days advance written notice to ATS.

c. The Contractor's services may be terminated:

i) By mutual written consent of the parties;

ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving notice.

iii) For insolvency of ATS, by Customer upon written notice to ATS, if ATS becomes subject to any proceeding under bankruptcy law or state insolvency proceeding, or is wound up or liquidated, voluntarily or otherwise.

iv) For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the service in this Agreement and after the exhaustion of all legal action by either the Customer or ATS seeking to overturn the state legislation or court order that prohibited the use of red light safety cameras, however the Customer shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations. The term of the Agreement shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the Agreement once it becomes lawful for the Customer to issue citations. In the event of termination pursuant to this subsection 4.c. iii), the parties shall take the following actions set forth in subsection (d) below which survive termination during the wind-down period.

d. Upon termination of this Agreement, either for breach or because it has reached the end of its term, the parties recognize that the Customer will have to process traffic law violations in the "pipeline," and that ATS accordingly must assist the Customer in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Customer shall cease using the Axis™ System, shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the Customer not to do so, ATS shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. "Pipeline" violations are those violations captured by the Camera System prior to the effective date of termination that require processing as defined in Exhibit A, Scope of Work.

5. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of the Customer.

6. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees"). No other fees are due from Customer, except those on Exhibit B, Schedule 1, unless Customer requests services outside of the scope of work listed in Exhibit A and then any additional work and associated fees must be mutually agreed to by the parties.

The Customer shall pay all fees due ATS based upon invoices from the proceeding month within 30 days of submission. Late payments are subject to interest calculated at 0.5% per month on open balances.

Unit prices will be fixed for the first term period of this Agreement, and each one (1) year option period. 

Flexible Payment Plan. During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan, the Customer may defer certain payments to ATS until the Customer has collected sufficient funds pursuant to the terms of the contract. If, at the end of the term of the contract, sufficient funds have not been collected by the Customer to pay the balance then due to ATS, ATS agrees to waive its right to recovery of any outstanding balance. For purposes of this clause, the term "funds" means the revenue retained by the Customer according to the distribution methods applicable under this contract and applicable state law. This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed to ATS each month during the term. If the amount of funds collected from all camera systems combined during a month exceeds the amount due on the invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the amount of funds collected from all camera systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month, and Customer may defer payment of the remaining balance. Payments due to ATS shall be reconciled by applying future funds collected, first to the accrued balance, and then to the invoice for the current month. At any time that ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during that billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices. At no time shall any accrued balances owed by Customer to ATS carry-back or carry-forward to preceding or subsequent terms of the Agreement.

7. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, ATS may conduct an analysis of each intersection Approach being considered for a Camera System. If ATS deems necessary, ATS will use the site selection assessment model or other tool or means to complete the analysis. The Customer will be provided a report on violations recorded at each monitored approach. For any intersection Approach recommended by the Customer, ATS may install a Camera System. However, ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axis System. The Designated Intersections agreed by the parties to be analyzed are outlined in Exhibit C, Designated Intersections, to this Agreement. ATS will assist the Customer in obtaining additional approved intersections from NJDOT to expand the red light camera program beyond the currently approved six (6) intersections.

8. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by ATS through operation of the Axis System shall be made available to the Customer at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the

fulfillment of Customer's obligation under this Agreement. An ATS Project Manager will be available for after hour questions that may arise during a night court session. The ATS Project Manager is Chad Cooper, who may be contacted by e-mail at chad.cooper@atsol.com or by phone at (917) 627-1464. Additionally, ATS Business Development Director Charles Callari will be available and may be contacted by e-mail at charles.callari@atsol.com or by phone at (908) 397-7526. ATS will provide Customer written notice of any change in the ATS Project Manager.

9. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or the Customer's law enforcement activities for any purpose other than the program.

10. OWNERSHIP OF SYSTEM:

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement. Within sixty (60) days after the termination of this Agreement, unless Customer and ATS have agreed to enter into a new agreement or have agreed to extend the Term of this Agreement, ATS shall remove any and all Equipment or other materials of ATS installed in connection with ATS' performance of its obligations under this Agreement, at no cost to Customer, including but not limited to housings, poles and camera systems, and ATS shall restore the Designated Intersections to substantially the same condition such Designated Intersections were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed rebar, steel or other hazards.

11. INDEMNIFICATION AND INSURANCE:

ATS shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer. Additionally, ATS shall defend, indemnify and save harmless the Customer against all claims, crossclaims, demands, attorneys fees, losses, or damage, including invasion of privacy, violation of civil rights or emotional distress claims, arising from any negligent act or willful misconduct by ATS in performance of this Contract, or arising out of any alleged patent violation and intellectual property infringement relating to the Axis System.

ATS shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 excess liability coverage. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured's for liability arising from ATS's operation.
- b. Professional Errors and Omissions Insurance with a minimum liability coverage of \$500,000.
- c. Workers Compensation as required by applicable state law, and Employers' Liability insurance with limits of not less than the minimum amount required by New Jersey statutes; ATS shall at all times maintain worker's compensation insurance coverage in the amounts required by New Jersey law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- d. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty calendar days after the date on which this Agreement is made, or prior to the commencement of any installation under this Agreement, whichever is earlier. Such certificates shall show that the Customer shall be provided a minimum of ten (10) days advance written notice prior to all cancellations or alterations of such insurance policies referred to in the Certificates. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the Customer is a body politic and corporate, the laws from which Customer derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the Customer may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of New Jersey, without regard to the conflicts of law or choice of law provisions thereof.

13. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- a. Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration with the American Arbitration Association from the Somerset, New Jersey office ("AAA Rules") before a single arbitrator. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties or upon a showing of substantial need by the party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.
- b. Any litigation properly filed shall be venued in the Superior Court of New Jersey, Middlesex County.

14. AMENDMENTS TO THE AGREEMENT:

The Customer may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by ATS, or request ATS to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of ATS's compensation, which are mutually agreed upon by and between the Customer and ATS shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release ATS or the Customer of any of its obligations under this Agreement unless stated therein.

15. SEVERABILITY:

If any provision of this Agreement or application thereof to any person or situation shall to any extend, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy.

16. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

17. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

19. INCORPORATION OF DOCUMENTS:

This Agreement has been made as a result of ATS being the successful bidder in response to specifications prepared by Customer. The Customer's bid specifications and the ATS Response Proposal are both incorporated by reference as an Exhibit to this Agreement.

20. NO AGENCY:

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the Customer. This contract is not intended to create an agency relationship between ATS and the Customer.

21. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by ATS. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

22. TAXES:

In the event that any excise, sales or other taxes are due relating to this service contract, the Customer will be responsible for the payment of such taxes.

23. NOTICES:

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or Customer shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

TOWNSHIP:

Clerk, Township of Piscataway
Municipal Building
455 Hoes Lane
Piscataway, NJ 08854

and-

James F. Clarkin III, Township Attorney
1100 Centennial Avenue, Suite 203
Piscataway, NJ 08854

ATS:

American Traffic Solutions
7681 E. Gray Rd.
Scottsdale, AZ 85260
Attn: Chief Operating Officer

24. NON-DISCRIMINATION:

ATS shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, religion, sex, marital status or age, as more fully provided in Exhibit A-1, "Mandatory Equal Opportunity Employment Language for Goods, Professional Service and General Service Contracts."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on Page 1.

PISCATAWAY, NEW JERSEY

ATTEST:

By: Melinda A. Leader 8/30/11
Clerk Township Date

By: Brian C. Wahler 8/30/11
Brian C. Wahler, Mayor Date

APPROVED AS TO FORM

By: [Signature] 9/2/11
Township Attorney Date

By: Lyn A Zuer 9/6/11
Township Manager Date

AMERICAN TRAFFIC SOLUTIONS, INC.

(Corporate Seal)

ATTEST:

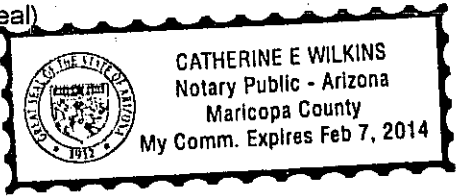
[Signature] 8/31/11
Secretary Date

By: [Signature] 8/31/11
James D. Tuton President/CEO Date

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 31st day of AUGUST 2011, by James D. Tuton as (title): President & CEO for ATS American Traffic Solutions, Inc., a Kansas corporation authorized to transact business in the State of Florida as ATS American Traffic Solutions, Inc.

(Seal)



Catherine E Wilkins
Notary Public, State of Arizona
(signature of Notary Public - State of ARIZONA)

CATHERINE E WILKINS
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR produced Identification _____

Type of Identification Produced _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2013

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

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

PRODUCER

Applied Risk Services, Inc.
 0825 Old Mill Rd
 Mahan, NE 68154

(877) 234-4420

CONTACT NAME:

PHONE:

(A/C, No):

E-MAIL ADDRESS:

PRODUCER:

CUSTOMER OFFICE:

FAX (A/C, No):

(877) 234-4421

2013 APR

TOWNSHIP TOWNSHIP

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Indemnity Co.	28258
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

American Traffic Solutions, Inc.
 American Traffic Solutions, Inc.
 36 West Industry Court
 Deer Park, NY 11729

CTL 1273 722315

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

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

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below	Y/N		73-868033-01-02	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Town of Piscataway
 Clerk Municipal Building
 455 Hoes Lane
 Piscataway, NJ 08854

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

OP-009151

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ACORD 25 (2009/09)

REMOVE SIDE EDGES FIRST
 THEN FOLD, CREASE AND TEAR THIS STUB ALONG PERFORATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2013

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

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PRODUCER

Applied Risk Services, Inc.
10825 Old Mill Rd
Omaha, NE 68154

(877) 234-4420

INSURED

American Traffic Solutions, Inc.
1330 W. Southern Ave
Tempe, AZ 85282

CTL 1273 722128

CONTACT NAME: **RECEIVED**

PHONE (A/C, No, Ext): **(877) 234-4420** FAX (A/C, No): **(877) 234-4421**

E-MAIL ADDRESS: **FILED 3:26**

PRODUCER CUSTOMER ADDRESS: **TOWNSHIP OF PISCATAWAY, NEW JERSEY 07054**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Indemnity Co.	28258
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

SR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N N	N/A	73-868033-01-02	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

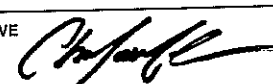
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Clerk, Township of Piscataway
Municipal Building
455 Hoes Lane
Piscataway, NJ 08854
Attn: Project Manager

CANCELLATION

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

AUTHORIZED REPRESENTATIVE 

OP-0091510

