

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the date of second signature below (Effective Date), by and between Iteris, Inc. (Iteris) and the Client identified below, provides for the Services described in Section 2.

CLIENT:	City of Grand Island	ITERIS ADDRESS	
ADDRESS:	PO Box 1968 Grand Island, NE 68802-1968		1700 Carnegie Ave., #100 Santa Ana, CA 92705
CONTACT:	Keith Kurz, P.E.	CONTACT:	Steve Garbe
PHONE	308-389-0274	PHONE	402-476-5101
EMAIL:	keithk@grand-island.com	EMAIL	Spg2@iteris.com
CLIENT PROJECT #:		ITERIS JOB #:	
1. PROJECT NAME:	Highway 281 & Webb Road		

2. SCOPE OF SERVICES

as more fully described in Exhibit A entitled Scope of Services attached hereto and made a part hereof.

3. COMPENSATION METHOD AND AMOUNT

LUMP SUM NOT TO EXCEED SEVENTY SEVEN THOUSAND THREE HUNDRED FORTY SIX DOLLARS AND NINETY ONE CENTS(\$77,346.91). Iteris will submit invoices based upon the progress of each task listed below:

Task	Description	Cost
1	Project Management	\$ 6,103.86\$
2	Data Collection and Field Review	\$28,182.37
3	Traffic Signal Timing	\$35,909.08
4	Documentation and Presentation	\$ 5,902.86
5	Response to Traffic Operations	\$ 1,248.74
	TOTAL	\$77,346.91

4. SCHEDULE:

Subject to equitable adjustment for conditions beyond Iteris' reasonable control or as otherwise amended the Schedule for performance of services shall be:

Start Date Will Be:	February 11, 2019
Completion Date Will Be:	October 31, 2019

5. TERMS AND CONDITIONS:

Except to the extent expressly modified by Special Terms and Conditions listed below, the Iteris Standard Terms and Conditions for Services set forth in Exhibit C shall apply. Special Terms and Conditions are as follows: None

6. EXHIBITS AND ATTACHMENTS:

- Exhibit A – Scope of Work (if any) Exhibit D not used
 Exhibit B. not used
 Exhibit C: Standard Terms and Conditions

CLIENT: City of Grand Island
SIGNED: Roger A. Steele
NAME: Roger A. Steele
TITLE: Mayor
DATE: January 25 2019

ITERIS, INC.
SIGNED: Christine Brady
NAME: Christine Brady
TITLE: Contracts Specialist
DATE: January 23, 2019

Scope of Services City of Grand Island Signal Timing Project

PROJECT DESCRIPTION

The City of Grand Island wants to optimize traffic signal timings along the US 281 Highway (US 281) and Webb Road corridor from Capital Avenue to the Highway 30 interchange. There are 7 signalized intersections along US 281 Highway corridor (US 281) and 9 signalized intersections along Webb Road corridor. Additionally, there are 3 traffic signals along Diers Avenue, 1 traffic signal along Allen Drive and Overland Park that are added to the signal timing due to its closely proximity and current coordination with US 281 Highway and Webb Road corridor. All the signals are currently operating with a mix of Eagle EPAC M40 and M50 controllers with SEPAC software. The Consultant shall develop optimized timing plans for the AM, Midday, and PM peak time periods, as well as a single Off-Peak time period hereafter referred as Saturday peak period. The consultant shall recommend operational strategies based on the field review to improve traffic operation. Additionally, the City wants the Consultant to review the most recent citywide crash history to identify traffic signal timing/phasing strategies that could support mitigating crashes. To ensure the safe operation of the intersection and reduce crashes, the Consultant will review the signal timing parameters including clearance intervals before developing the optimized timing plans. As part of the signal timing project, the Consultant will prepare optimized traffic signal timings at the study area intersections and produce "before" and "after" measures of effectiveness (MOEs) to quantify the changes in traffic operations resulting from the implementation and fine-tuning of optimized timing. A detailed listing of the study intersections along this corridor and the adjacent intersections included in this project is provided in Exhibit 1. The following tasks are included in the scope of services for this project.

TASK 1. Project Management

a. Project Management

Project management and technical oversight of the CONSULTANT will be provided throughout the duration of the contract. This task includes necessary modifications to the project work plan and schedule based on discussion with City staff and on-going project needs. The CONSULTANT project manager will serve as a point of contact and maintain the project schedule and budget. The CONSULTANT project manager will maintain frequent and effective communication with the City of Grand Island project manager. Monthly progress reports and invoices will be prepared to document project progress, issues encountered, corrective strategies and planned work for the next month.

b. Quality Assurance / Quality Control (QA/QC)

Quality control will be conducted throughout the project and prior to submittal of all project deliverables. An internal Quality Control Plan (QCP) will be prepared by the CONSULTANT to guide the quality control process for the CONSULTANT throughout the duration of the project.

c. Kick-Off Meeting (1)

Once notice to proceed has been received, the CONSULTANT will schedule, coordinate and attend a kick-off meeting with City staff.

d. Progress/Review Meetings (3)

The CONSULTANT will participate in up to three (3) progress/review meetings. The Consultant project manager will coordinate with the City staff to schedule these meetings. The CONSULTANT project manager will also coordinate the development and distribution of meeting agendas at least 24 hours prior to all progress/review meetings. The CONSULTANT will prepare and distribute meeting minutes within seven (7) days of the meeting. All of the anticipated progress/review meetings are illustrated

Scope of Services City of Grand Island Signal Timing Project

in the project schedule.

e. *Final Project Presentation (1)*

The CONSULTANT will attend a final presentation of the Grand Island Signal Timing project.

TASK 2. DATA COLLECTION/FIELD REVIEW

a. *Data Collection*

The CONSULTANT will collect all pertinent information in the field and from the City (such as existing timing sheets, phasing diagrams, As-Built plans, speed surveys, crash data, and historical counts).

24-hour tube counts will be collected on a Saturday. The 24-hour tube counts will be reviewed to identify hourly traffic volume trends to hone in on specific times for collection of peak hour turning movement volumes for a typical Saturday. Iteris proposes to complete 24-hour tube counts for 3 locations on US 281 Highway and 3 locations on Webb Road.

12-hour turning movement counts will be collected for AM, Midday, and PM peak periods. 2-hour turning movement counts will be collected Saturday peak period as determined from the 24-hour average daily traffic volume data collected for a typical Saturday. Traffic counts shall be collected on Thursday and Saturday. Traffic counts will not be collected on holidays, including a holiday week, school breaks or periods of construction.

Iteris proposes to use Quality Counts to collect the turning movement counts at the signalized intersections and 24-hour tube counts along the corridors of interest. Quality Counts provides their own video data collection equipment to conduct traffic counts including pedestrian counts. Quality Counts also provided their own tube counters to conduct 24-hour tube counts.

The CONSULTANT will review the latest Crash Study data from Nebraska Department of Transportation (NDOT) or study intersections that are included in the project. Any countermeasures that are identified will then be field reviewed, and those related to signal timing will be noted and addressed during the timing process.

b. *Field Review*

The CONSULTANT will conduct a thorough field review of the project area. Iteris will do a complete inventory of all intersections along the project corridors. This includes collecting digital photos of each intersection approach and the inside of the controller cabinet. Additional data that is collected for signal optimization includes intersection lane geometry, speed limits, intersection width, and crosswalk length, approach grades, turn restrictions, turn bay length, and signal phasing.

The CONSULTANT will prepare a technical memorandum that will include recommended changes based on the existing signal timing review, a summary of count data collected, a summary of crash review countermeasure recommendations, and a field inventory summary including deficiencies in existing signal equipment, lane assignments and configurations, roadway geometry or signal phasing.

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TASK 3. Traffic Engineering / Signal Timing Analysis

a. Traffic Signal Timing Optimization

The CONSULTANT will create separate Synchro/SimTraffic (version 10, or City preference) files for each corridor per peak (AM, midday, PM, Saturday peak). The network will also include adjacent coordinated intersections along Diers Avenue, Allen Drive and Overland Road. All Synchro models will be updated based on the data from the field conditions as collected as part of Task 2. Tru-Traffic models will also be developed as part of this task for use during implementation, fine-tuning and travel time studies.

The CONSULTANT will review the actuated settings and basic timing parameters including clearance intervals. The timing parameters to be reviewed will include; minimum green time, yellow change and red clearance interval times, pedestrian walk and flashing don't walk times.

The CONSULTANT will develop the following coordinated timing plans for the study corridor:

- AM
- Midday
- PM
- Saturday

Consultant will develop preliminary cycle lengths and signal groupings based on traffic patterns, critical cycle length per intersection, optimal common cycle length for a group of signalized intersections and the existing coordination timing. Preliminary cycle lengths and groupings will be presented to the City for comment and approval. With the City's approval, detailed analysis (i.e. split timings, phase sequence order, offsets, etc.) will be conducted using Synchro (version 10). Separate Synchro files for each peak (AM, Midday, PM and Saturday) will be created. Consultant will also develop-Tru Traffic models. Side street and left-turn operations (delays and queues) will be reviewed closely to ensure that side street operations remain acceptable.

The CONSULTANT will provide implementation-ready timing sheets on signal timing report forms provided by the City. The dates that new parameters are implemented will be recorded and updated on the timing sheets so that an accurate record of traffic signal timing parameter changes is accurately documented should there be a need to recall the operational settings of a traffic signal operation. These timing sheets will include all basic timing revisions and new coordination timing, as approved by the City, and time-of-day settings. The initial submittal of the timing forms will be submitted to City staff for review, comment, and approval. The CONSULTANT will revise the timing sheets, as needed, based on the City's comments.

b. Implementation & Fine-Tuning

The CONSULTANT team will work with City staff to implement the new timing plans in the field at each intersection controller.

CONSULTANT staff will conduct thorough field reviews after the deployment of the timing plans. The corridors will be driven to ensure that signals are serving all movements, phase sequences match the model, and no major queues/delays have developed from the implementation of each plan. If necessary, the CONSULTANT team will make adjustments to the timings to address issues noted during field observations. Revised timing sheets including the Synchro and Tru Traffic model will be submitted, as needed, based on changes made during fine-tuning and implementation.

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c. *Performance Measures*

The City staff will collect "Before" and "After" travel time runs for each study corridor during each study period (AM, Midday, PM, and Saturday). The CONSULTANT will provide training to City staff for collecting point-to-point travel time data using Tru-Traffic and GPS unit. The CONSULTANT will provide City staff with all the equipment's, including but not limited to, laptop with Tru-Traffic software and GPS unit. The City staff will collect five (5) travel time runs in each direction for each study corridor during each study period (AM, Midday, PM, and Saturday). The before and after studies will be performed in a two-tiered process, as follows:

- "Before" travel time runs will be conducted to assess the conditions before the implementation of optimized traffic signal timings.
- "After" travel time runs will be conducted to assess the conditions after the implementation of optimized traffic signal timings.

Travel time runs will be collected during the peak periods that timing plans will be developed by the CONSULTANT for each of the study corridors. It is anticipated that the City staff will collect travel time data during the following time periods for each of the peak periods:

- AM
- Midday
- PM
- Saturday

Specific hours of the peak periods will be based on the time-of-day schedule of existing timing plans, count data volume trends, and the planned time-of-day schedule for the implemented timings.

The CONSULTANT will perform "before" and "after" analysis using actual travel time runs collected by City staff and prepare a brief summary outlining the benefits derived from this project. The CONSULTANT will compile a summary of corridor and intersection Measures of Effectiveness (MOEs) and a cost-benefit analysis for each corridor. MOEs and cost-benefit methodology will be determined during the project and standardized for use by the CONSULTANT.

TASK 4. Documentation & Presentations

a. *Final Report*

The CONSULTANT will prepare a Project Report summarizing the findings and recommendations from all project tasks. This final report will summarize project tasks at an appropriate level of detail based on discussion with City staff. Text from technical memoranda prepared to document individual project tasks or portions thereof will be included, as appropriate, as final report appendices.

A draft of the Final Report will be prepared for review by City staff and other stakeholders. Based on comments received, the CONSULTANT will prepare a final version of the Final Project Report. The final report will include an executive summary for ease of review by City Management, elected officials and other non-technical stakeholders. Additionally, a project summary fact sheet will be developed to highlight (in a public-friendly format) project benefits (cost savings, fuel/emissions savings, travel time savings, etc.).

All submissions and work product shall be submitted in an electronic format suitable for archiving by the City of Grand Island. Submissions shall include but are not limited to meeting minutes, database

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and spreadsheet files created for this project, GIS files if used, reports, etc. CONSULTANT will not copyright any work product and work will remain the property of the City of Grand Island.

Task 5. Response to Traffic Operations Issues

The CONSULTANT will work with City staff to provide post-implementation support for a period of 60 days. The services shall include, but not be limited to the following; field observations, signal timing plan adjustments, resolution of complaints with traffic signal timing and identifying and providing recommendations to other traffic operations issues.

A general timeline for the activities associated with this project is as follows:

Activity	Date	Responsible Party
Notice-to-Proceed	February 11, 2019	CITY OF GRAND ISLAND
Data Collection & Field Review	April 2019	CONSULTANT
Before Travel Time Runs Data Collection	April 2019	CITY OF GRAND ISLAND
Signal Timing Optimization #	May 2019	CONSULTANT
Implement and Adjust New Signal Timings #	August 2019	CONSULTANT/CITY OF GRAND ISLAND
Fine Tuning of New Signal Timings	August 2019	CONSULTANT
After Travel Time Runs Data Collection	August 2019	CITY OF GRAND ISLAND
Final Deliverables #	September 2019	CONSULTANT

indicates progress meeting associated with activity

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EXHIBIT 1: Study Intersections

Number	Main Street	Cross Street
1	Highway 281	W. Capital Avenue
2	Highway 281	W. State Street
3	Highway 281	13th Street
4	Highway 281	W Faidley Street
5	Highway 281	W. Old Potash Highway
6	Highway 281	Highway 30 Westbound
7	Highway 281	Highway 30 Eastbound
8	Diers Avenue	W. Capital Avenue
9	Diers Avenue	W. State Street
10	Diers Avenue	13th Street
11	Webb Road	W. Capital Avenue
12	Webb Road	College Avenue
13	Webb Road	W. State Street
14	Webb Road	16th Street
15	Webb Road	13th Street
16	Webb Road	W Faidley Street
17	Webb Road	North Front Street
18	Webb Road	W. Old Potash Highway
19	Webb Road	Highway 30
20	W. 13th St.	Allen Dr.
21	W. State St.	Overland Road

ITERIS
STANDARD TERMS AND CONDITIONS
FOR SERVICES

1. Entire Agreement/Binding

Client and Iteris (each a "Party" and collectively "Parties") expressly agree that the Letter Agreement or Services Agreement executed by the Parties (the "Agreement"), the exhibits and attachments cited therein including these Standard Terms and Conditions for Services constitute the complete and entire understanding between the Parties this subject matter and supersede all prior agreements, proposals, representations, statements, or understandings whether written or oral. Client and Iteris each binds itself, its officers, employees, successors and assigns to this Agreement. This Agreement may be amended only by a written instrument signed by both Client and Iteris. In the event of conflict the order of precedence shall be: (i) a written amendment signed by both parties; (ii) the Letter Agreement or Services Agreement signed by both parties and any Special Terms and Conditions cited therein; then (iii) these Standard Terms and Conditions for Services.

2. Scope of Services

The Scope of Services to be performed by Iteris shall be as defined in the corresponding section of the Agreement and, if applicable, the attached Exhibit A Statement of Work.

3. Invoice Procedures and Payment

Iteris shall submit invoices to Client for work accomplished during each invoicing period, which is typically a fiscal month.

Invoices shall be submitted by Iteris as soon as possible after the end of the invoicing period in which the work was accomplished and shall be due and payable by Client upon receipt.

Client hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice is delivered to Client at the address specified herein by mail, courier or electronic means. Client hereby acknowledges that unpaid invoices shall accrue interest at a rate of 1.5% per month, or the maximum allowed by law, beginning thirty (30) days after delivery of invoice. Iteris reserves the right to suspend all Services under this Agreement without notice or penalty if an invoice remains unpaid forty-five (45) days after delivery of invoice, which suspension shall remain in effect until all unpaid invoices are paid in full.

In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

If Client has provided a retainer for the full Agreement amount, invoice amounts will be deducted from retained amounts until the retained funds are exhausted. If Client has provided a retainer for less than the full Agreement amount, Client shall pay invoice amounts when due to restore the retainer through the completion of the Agreement. If retainer becomes exhausted at any time, Iteris reserves the right to suspend all Services without notice or penalty, which suspension shall remain in effect until all unpaid invoices are paid in full and retainer is restored.

4. Term, Abandonment/Cancellation of Work and Termination

Term. Iteris' obligations to perform under this Agreement shall extend from the Start Date indicated in the Schedule section of this Agreement until completion of the Scope of Services, or termination by either party, whichever is later.

Termination, Abandonment/Cancellation. In the event the services of Iteris called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, Iteris shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement, including as applicable reimbursable expenses or costs incurred prior to receipt of notice of termination, cancellation or abandonment for non-cancellable or non-returnable equipment, material or services.

5. Cost Estimates

Client hereby acknowledges that Iteris cannot warrant that any cost estimates provided by Iteris for goods to be supplied or services to be performed outside this Agreement will not vary from actual costs incurred by the Client.

6. Standard of Care

Iteris will perform the Services under this Agreement in a manner consistent with the degree of care and skill ordinarily exercised by others performing the same or similar services under similar circumstances.

7. Indemnification

Client and Iteris each agree to indemnify and hold the other harmless from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, omissions, or willful misconduct. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligent acts, errors, or omissions of Client and Iteris, such claims, losses, damages or expenses shall be borne by each party in proportion to its respective responsibility.

8. Limit of Liability

Notwithstanding anything to the contrary in this Agreement, neither Iteris nor Client shall be liable to the other for any consequential, special, incidental, indirect, exemplary, punitive or multiple damages, or damages arising from or in connection with loss of use or loss of revenue or profit and each party hereby releases the other from any such liability; provided, however, that this limitation shall not apply to claims of third parties for such damages for which a party is required to indemnify the other party above.

The limit of liability of Iteris to the Client for any cause or combination of causes shall be, in total amount, limited to the compensation paid by Client to Iteris under this Agreement.

9. Insurance

Iteris shall at all times carry Workers' Compensation insurance as required by statute in the state where work is performed; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request.

10. Disputes

If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees.

11. Schedule Extension/Force Majeure

Neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to circumstances beyond its reasonable control including but not limited to fire, flood, earthquake, or other natural disaster, war, embargo, riot, or the intervention of any government authority, provided that the party so delayed immediately notifies the other party of such delay. In the event of such occurrence, the parties shall negotiate a reasonable schedule under which any remaining services shall be performed.

12. Intellectual Property

With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of Iteris, its successors and assigns unless licensed or assigned by Iteris pursuant to a separate written instrument. The term "Intellectual Property" shall be

STANDARD TERMS AND CONDITIONS FOR SERVICES

construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

13. Ownership and Reuse of Documents

a. All drawings, specifications, test reports and other materials or work products which have been prepared or furnished by Client to Iteris under this Agreement shall remain Client's property. Client shall make available to Iteris copies of these materials as necessary for Iteris to perform its obligations under this Agreement.

b. All deliverable documents, including but not limited to reports, drawings, analyses, plans, etc., provided by Iteris to Client under this Agreement are the instruments of professional service of Iteris, who shall retain all rights of intellectual property attached thereto. Iteris grants Client a limited license to use, copy, modify, distribute, and authorize others to do so on behalf of the Client such deliverable documents. Iteris shall not be liable for any use of the documents for purposes other than specified in the Scope of Services for this Agreement or for any modifications made by others.

14. Construction Services

If, under this Agreement, professional services are provided during the construction or implementation phase of a project, Iteris shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall Iteris be responsible for the Contractor's failure to carry out the work in accordance with contract documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Client agrees to require that Iteris be named as an additional insured on insurance coverages provided by Contractors on the project.

15. Governing Law

This Agreement shall be governed by and construed according to the laws of the State where the work is located.

16. Relationship of Parties

The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither Party nor its agents or employees are the representatives of the other party for any purpose, and neither party has the power or authority as agent, employee, or any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

17. Notices

Notices under this Agreement shall be sufficient only if: (i) personally delivered; (ii) delivered by a major commercial delivery courier service; (iii) mailed, postage or charges prepaid, by certified or registered mail, return receipt requested; or (iv) faxed or emailed with a confirmed receipt to a Party at its fax or email address last provided to the other Party. If not received sooner, notice by registered mail shall be deemed received five (5) business days after deposit in the U.S. mail.

18. Confidentiality

It is understood and agreed by the Parties that specific reports and other disclosures of non-public information required by this Agreement, and any changes which may be effected thereto, are considered by both Parties to be confidential, proprietary or otherwise sensitive ("Proprietary Information"). The Parties, each of which may be a "Disclosing Party" or a "Receiving Party" from time to time, agree to disclose the Proprietary Information only to their employees, officers, directors, consultants, contractors, affiliates, advisors or agents (collectively, the "Representatives") who have a need-to-know for that Purpose and who are bound to confidentiality by this or an equivalent agreement, and to

maintain the Proprietary Information in confidence using the same degree of care to avoid disclosure thereof as the Receiving Party employs on its own Proprietary Information of like importance, but in no case less than reasonable care. In addition, the parties agree that the Receiving Party shall not reverse engineer, disassemble, decompile, or otherwise analyze the design or construction of any equipment, component, or software without the prior written consent of the Disclosing Party. This Agreement shall pose no such confidential obligation upon either party with respect to any portion of the received Proprietary Information which: (i) is possessed by the Receiving Party at the time of the disclosure as evidenced by written or other tangible records; (ii) is independently developed by the Receiving Party as evidenced by written or other tangible records; (iii) is hereafter rightfully furnished to the Receiving Party by a third party without restriction on disclosure; (iv) is now, or which hereafter becomes, generally known or available through no act or failure to act by the Receiving Party; (v) is released from confidentiality in writing by the Disclosing Party, or (vi) is disclosed in response to a valid judicial order, but only to the extent of and for the purposes of such order; provided however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and permit the Disclosing Party to seek an appropriate protective order.

The Receiving Party agrees to promptly return or certify destruction of all copies of any received Proprietary Information and of any additional documents in any media containing any of the disclosed Proprietary Information, upon termination of this Agreement or written request of the Disclosing Party. The obligations to protect Proprietary Information recited above shall survive any such termination for a period of three (3) years after the date of termination of this Agreement for any reason.

19. Hazardous Waste, Materials or Substances

Unless otherwise specifically provided in this Agreement, Iteris shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

20. Waiver

Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and either party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

21. Assignment

Neither the Client nor Iteris will assign or transfer its interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.