



**YAKIMA VALLEY
TRANSPORTATION POLICY BOARD
AGENDA**

Monday, December 16, 2019
1:30 p.m.

The 300 Building
311 N. 4th St, Ste 204, Yakima, WA

TRANSPORTATION POLICY BOARD:

James Restucci, Council Member, City of Sunnyside, Chair
John Hodkinson, Council Member, City of Union Gap, Vice Chair
Janice Gonzales, Council Member, City of Zillah
Brad Hill, Council Member, City of Yakima
Bill Moore, Council Member, City of Grandview
Mike Leita, Commissioner, Yakima County
Sherry Raymond, Mayor, City of Selah (Member at Large)
Todd Trepanier, Region Administrator, WSDOT SCR
Jon Smith, President/CEO, YCDA
Madelyn Carlson, CEO, People for People

13th District:
Sen. Judy Warmick
Rep. Tom Dent
Rep. Alex Ybarra

15th District:
Senator Jim Honeyford
Representative Bruce Chandler
Representative Jeremie Dufault

14th District:
Senator Curtis King
Representative Chris Cony
Representative Gina Mosbrucker

CALL TO ORDER

The December 16, 2019 meeting of the Transportation Policy Board will come to order at ____ p.m.

- I. INTRODUCTIONS**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES** – October 21, 2019 and November 20, 2019 Special Meeting

pgs. 4-7

PUBLIC COMMENT POLICY – *It is the policy of the Transportation Policy Board to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting.*

IV. OLD BUSINESS

- 1. Agreement Relating to Mutual Responsibilities in Carrying out Metropolitan Transportation Planning Process in YVCOG Planning Area (Revision)

Alan Adolf, Transportation Program Manager

Table copies

- 3-Party (Planning) Agreement between YVCOG, WSDOT, and City of Yakima (Transit) as required by 23 CFR 450.314, commonly known as a “314 Agreement”.
- Revision of October 2018 agreement signed by YVCOG and the City of Yakima but required changes by the Attorney General’s Office.

Action: Authorize Executive Director to sign “314” Agreement between YVCOG, City of Yakima and WSDOT relating to mutual responsibilities in carrying out metropolitan transit transportation planning process within YVCOG’s Metropolitan Planning Area.

“I move to authorize the Executive Director to sign the “314” Planning Agreement between YVCOG, City of Yakima, And WSDOT.

- 2. 2020-2045 Long Range Plan Update

Alan Adolf, Transportation Program Manager

- Multi-Modal / Issue Online Survey (December-January)
- Public Input Meetings (December-January)
- SEPA & Public Comment Periods Begin February 2nd, 2020

Action: Information

V. NEW BUSINESS

1. FFY 2019 & Beyond Local STP Obligation Authority Delivery Policy Changes

Chris Wickenhagen, Executive Director

- Update on November 25th WSDOT/MPO Policy Meeting on sanctioning of Federal Surface Transportation Program (STP) when region under obligates its annual allocation.

Action: Information

2. SFY 2020 UPWP Amendment (2020-1)

Chris Wickenhagen, Executive Director

- Present amended work plan and funding revisions for remainder of SFY 2020 work year.

Action: Adopt resolution 2019-17 for the State Fiscal Year 2020 Unified Planning Work Program Amendment 2020-1 and authorize the Chair to sign Resolution 2019-17 for submittal of the amended SFY 2020 UPWP to WSDOT

"I move to adopt resolution 2019-17 for the State Fiscal Year 2020 Unified Planning Work Program Amendment 2020-1 and authorize the chair to sign Resolution 2019-17 for submittal of the amended 2020 UPWP to WSDOT."

3. 2020 YVCOG On-Call Modeling Assistance Contract

Chris Wickenhagen, Executive Director

- Contract with ERMSI: January 1 – December 31, 2020

Action: Approval for Chair to sign 2020 On-Call Modeling Assistance Contract after received from ERMSI

"I move to approve the chair to sign the 2020 On-Call Modeling Assistance Contract after received from ERMSI"

4. 2019-2021 Consolidated Grant Program – Planning Grant Agreement

Chris Wickenhagen, Executive Director

- Contract with WSDOT: July 1, 2019 – June 30, 2021
- Yakima County Regional Transit Feasibility Study

Action: Approval for Chair to sign 2019-2021 Consolidated Grant Program – Planning Grant Agreement with WSDOT for Yakima County Regional Transit Feasibility Study.

"I move to approve the chair to sign the 2019-2021 Consolidated Grant Program – Planning Grant Agreement with the WSDOT for the Yakima County Regional Transit Feasibility Study"

5. 2020 Intelligent Transportation Systems Annual Plan Update

Alan Adolf, Transportation Program Manager

- TAC recommended Policy Board approval (November 14)

Action: Adopt 2020 ITS Annual Plan Document

"I move to adopt the 2020 ITS Annual Plan Document"

VI. WSDOT STATE & REGIONAL UPDATE

Todd Trepanier, WSDOT South Central Regional Administrator

Action: Information

OTHER BUSINESS

PUBLIC COMMENT

ADJOURN at _____ p.m.

YVCOG ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding YVCOG's Title VI Program, you may contact the Title VI Coordinator at 509.574.1550.

If you need special accommodations to participate in this meeting, please call us at 509.574.1550 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the state's toll-free relay service, 800.833.6388 and ask the operator to dial 509.574.1550.

YVCOG TRANSPORTATION POLICY BOARD
MEETING MINUTES
October 21, 2019

- CALL TO ORDER** Vice Chair John Hodkinson called the October 21, 2019 meeting of the Transportation Policy Board to order at 1:30 p.m. A quorum was present.
- PUBLIC COMMENT POLICY** It is the policy of the Transportation Policy Board to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting.
- ROLL CALL & INTRODUCTIONS** Members present: John Hodkinson, Bill Moore, Jonathan Smith, Madelyn Carlson, Troy Suing
Members present via teleconference: Brad Hill
Members Absent: Mike Leita*, Jim Restucci*, Janice Gonzales
YVCOG staff present: Chris Wickenhagen, Mike Shuttleworth, Jodi Smith
Others present: None
**Indicates notice of absence received prior to meeting.*
- APPROVAL OF MINUTES*** Bill Moore moved to approve the minutes from September 16, 2019. Jonathan Smith seconded. The motion carried.
- OLD BUSINESS**
- ITS Annual Plan Update* Chris Wickenhagen, Executive Director reported on the Yakima Valley Intelligent Transportation Systems Architecture plan update. The comment period is open until October 25, 2019. YVCOG will bring it back in November for approval. No updates received to date. **Action: Information**
- JTC Passenger Rail Feasibility Studies* Chris Wickenhagen – Joint Transportation Committee selected a consultant for East-West intercity passenger rail feasibility. Special meeting on November 20, 2019. Alan Adolf reached out to the JTC to have local input included in the process. Ellensburg and Tri-Cities will also be included. TAC (Transportation Advisory Committee), DRYVE, TRANS-Action. Meeting will be at YVCOG, 9:00 a.m. **Action: Information**
- Wheel Options Update* Mike Shuttleworth - October is Wheel Options month. Will be announcing prize winners soon. Posters were made available in English and Spanish. CTR (Commute Trip Reduction) Conference in Spokane had many ideas and options for expanding. YVCOG will be looking at some new opportunities for ride sharing and trip reductions applied to Yakima. **Action: Information**
- NEW BUSINESS**
- 2020-2023 M/RTIP** Chris Wickenhagen. No public comment received on the 2020-2023 M/RTIP (Metropolitan and Regional Transportation Improvement Programs). TAC recommends approval.
Action 2a: Adopt Resolution 2019-15 for Determination of Air Quality Conformity and authorize Chair to sign Resolution 2019-15 made by Jonathan Smith. Seconded by Bill Moore. Motion carried.
Action 2b: Adopt Resolution 2019-16 for Adoption of 2020-2023 Yakima Valley M/RTIP and authorize Chair to sign Resolution 2019-16 made by Jonathan Smith. Seconded by Bill Moore. Motion carried.

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*TDM Implementation Agreement (PTD0115**

Chris Wickenhagen presented. TDM (Transportation Demand Management) Agreement: Two Biennium (2019-2021 and 2021-2023) Funding Agreement funding CTR/TDM from July 1, 2019 to June 30, 2023. **Action: Policy Board approval and authorization for chairman to sign and forward to WSDOT.** **Motion made by Jonathan Smith. Seconded by Sherry Raymond. Motion carried.**

*I-976 Impact to Local Jurisdictions**

Cus Arteaga, City Administrator, City of Grandview. Asks for jurisdictional assistance in possible passage of I-976 repealing transportation benefit districts (TBD). Mr. Arteaga provided a history of TBDs. Initiative 976 will force cities into not being able to fund and complete current projects. Infrastructure will fail due to lack of maintenance. Rep. Dufault has publicly stated that the State has plenty of funds available to backfill this loss of revenue. **Action: Discuss and authorize Policy Board Chair to sign letter to Representative Dufault and other representatives. Motion by Jonathan Smith. Seconded by Madelyn Carlson. Motion carries with abstention by WSDOT.**

WSDOT STATE & REGIONAL UPDATE

Troy Suing provided a Regional Update. South Union Gap has taken longer than anticipated. May be both ramps not open until next year. Changes in traffic control and construction. Bridges in Mabton: planned for add next fall 2020. Everything as planned to replace one bridge and reconstruct river bridge. Terrace Heights in preliminary design. **Action: Information**

OTHER BUSINESS

Chris Wickenhagen reported on request from DRYVE/TRANS-action. Trent Marquis, Lance Hoyt and Mike Battle asked if YVCOG facilitate DRYVE/Trans-Act. YVCOG is on a reimbursement basis for work. Questions/Issues include use of Intake STP (Surface Transportation Program) funds for facilitation of meetings. Bill Preston at WSDOT has been facilitating. More discussion regarding Executive Committee of DRYVE, lobbying, funding etc. needed. **Action: Discussion and information**

PUBLIC COMMENT

None

ADJOURN

With no other business, John Hodkinson adjourned the meeting at 2:17 p.m.

Respectfully submitted,

James A. Restucci
YVCOG Transportation Policy Board Chair

Date signed

ATTEST:

Jodi Smith, Office Specialist

Date signed

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YVCOG TRANSPORTATION POLICY BOARD
SPECIAL MEETING - SUMMARY
November 20, 2019

CALL TO ORDER Vice Chair John Hodkinson called the November 20, 2019 special meeting of the Transportation Policy Board to order at 9:01 a.m. A quorum was present.

PUBLIC COMMENT POLICY It is the policy of the Transportation Policy Board to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting.

ROLL CALL & INTRODUCTIONS Members present: John Hodkinson, Bill Moore, Jonathan Smith, Mike Leita, Bill Preston, and Sherry Raymond
Members present via teleconference: n/a
Members Absent: Jim Restucci*, Janice Gonzales, Brad Hill
YVCOG staff present: Chris Wickenhagen, Alan Adolf, Tami Hayward
Others present: Caitlin Delaney (Steer); Charles Jeanbart (Steer); Karissa Witthuhn (Perteet); Jan Ollivier (PFP); Louis Musso (All Aboard Washington); Trent Marquis (TRANS-Action); Paul Newman (Toppenish Chamber); Rocky Wallace (Toppenish); Jerry Bockholder ((YVR SMA – Toppenish); Lance Hoyt (Toppenish/DRYVE); Hollyanna Littlebull (Yakama Nation); Eleanor Ficele (Yakima citizen / All Aboard Washington); Laura Vazquez (Mabton); Greg Story (Yakima Transit) Dave Catterson (JTC); Ian Sproul (Steer); Racquel Farrell Crowley (Sen. Patty Murray’s office – via telephone).

*Indicates notice of absence received prior to meeting.

Overview and Purpose of the Meeting Dave Catterson (Joint Transportation Committee Coordinator) and Ian Sproul (Steer Group) presented the goals of the Passenger Rail Feasibility Study.

The Joint Transportation Committee is a legislative agency serving both the Senate and House transportation committees. They consist of a 4-person staff, and have been tasked with gathering information about the feasibility and support of reinstating passenger rail service. The active study of interest includes the East/West Passenger Rail Study utilizing the Stampede Pass corridor of Auburn, Cle Elum, Ellensburg, Yakima, Toppenish, Pasco, and Spokane.

They asked for information on meeting participants’ mobility patterns – where and how people travel.

Yakima Valley lost passenger rail service in October of 1981. Hollyanna Littlebull stated that there is an agreement between the federal government and the tribes, to provide free passenger rail in Wapato, Toppenish, Mabton, and White Swan.

Facilitated Discussion Discussion followed, led by Ian Sproul, regarding upgrading existing rail systems vs. building a new rail system, owned by the state instead of BNSF. Possibility of converting trails back to rail.

Also discussed the need of looking at the project from a long-range perspective. People are not likely to travel by rail if they can reach their destination in a shorter amount of time by driving, especially if trains were to be used for commuting.

PUBLIC COMMENT

None

ADJOURN

With no other business, John Hodkinson adjourned the meeting at 10:50 a.m.

Respectfully submitted,

James A. Restucci
YVCOG Transportation Policy Board Chair

Date signed

ATTEST:

Tamara Hayward, Financial Specialist

Date signed

Resolution 2019 - 17

Yakima Valley
Metropolitan and Regional Planning Organizations

State Fiscal Year 2020
UNIFIED PLANNING WORK PROGRAM
(Amendment 2020-1)

WHEREAS, the Yakima Valley Conference of Governments (YVCOG) is the federally designated Metropolitan Planning Organization, (MPO), for the Yakima Valley region, as well as the state-designated Regional Transportation Planning Organization (RTPO) as required in accordance with the following authorities --

1. 23 CFR Section 450,
2. 23 USC Section 134 and 49 USC Section 5303
3. RCW 47.80,
4. WAC 486; and,

WHEREAS, the YVCOG is therefore responsible for budgeting state and federal funds to fulfill transportation planning tasks according to and guided by these cited authorities; and

WHEREAS, the YVCOG has developed a work program for the period July 1, 2019 to June 30, 2020 (State Fiscal Year 2020) that includes funding from Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Washington State Department of Transportation (WSDOT) using the anticipated funding amounts provided by these agencies; and

WHEREAS, the work program identifies work tasks and products to be completed in order to fulfill the federal and state transportation planning responsibilities of an MPO and RTPO; and

WHEREAS, the YVCOG has been authorized by the YVCOG Transportation Policy Board to augment funding to expand work plan capabilities and services, requiring the amendment to the Unified Planning Work Program.

NOW, THEREFORE, BE IT RESOLVED, that the Yakima Valley MPO/RTPO Policy Board hereby amends the *State Fiscal Year 2020 Unified Planning Work Program* for the Yakima Valley Metropolitan and Regional Transportation Planning Organizations.

Signed this 16th day of December 2019.

James A. Restucci, Policy Board Chair
Yakima Valley Metropolitan & Regional Transportation Planning Organization

ATTEST

Chris Wickenhagen, Executive Director
Yakima Valley Conference of Governments

CONTRACT AGREEMENT
Yakima Valley Conference of Governments – January 1, 2020-December 31, 2020
On-Call Model Assistance

INTRODUCTION

This agreement is made between **Yakima Valley Conference of Governments** (hereinafter known as Client) and **Eco Resource Management Systems Inc.** (hereinafter known as Contractor). The work defined in Part 3.0 will be performed on a Time & Material basis, in accordance with the terms and conditions of this contract.

PART 1.0 SCHEDULE

1.1 SCOPE OF WORK

Contractor shall, except as otherwise provided, furnish the personnel, materials, equipment, and property necessary to perform the work identified in Part 3.0, "Statement of Work" of this contract.

1.2 PRICES

Contract Type: Time and Material

Authorized Dollars: The total price needed to complete the Statement of Work shall not exceed \$25,000 per year unless amended by written authorization.

Labor rates shall be invoiced as follows:

Individual	Rate
Robert Shull	\$ 225 per hour

Non-labor costs shall be reimbursed at cost. Any work beyond the authorized amount or outside of the scope of work is not authorized and will be at the contractor's risk.

1.3 TERM OF CONTRACT

The term of this contract is from **January 1, 2020 to December 31, 2020.**

1.4 CONTRACT ADMINISTRATION

In regard to administrative and contractual matters relating to this contract, the parties hereby appoint the below listed persons, or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations to effect changes to any portion of this contract.

For Contractor:	Name: Robert Shull
	Title: President
	Address: PO Box 1850
	Vashon, WA 98070
	Phone: 206-414-8751
	Email: rshull@transportmodeler.com

For Client: Name: Christina Wickenhagen
 Title: Executive Director
 Address: 311 North 4th Street, Suite 204
 Yakima, WA 98901
 Phone: (509) 574-1550
 Fax: (509) 574-1551

1.5 TECHNICAL REPRESENTATIVE

In regards to technical matters relating to this contract, the parties hereby appoint the below listed persons.

For Contractor: Name: Robert Shull
 Title: President
 Address: PO Box 1850
 Vashon, WA 98070
 Phone: 206-414-8751
 Email: rshull@transportmodeler.com

For Client: Name: Alan Adolf
 Title: Transportation Program Manager
 Address: 311 North 4th Street, Suite 204
 Yakima, WA 98901
 Phone: (509) 574-1550
 Fax: (509) 574-1551

1.6 EXCLUSIVITY

The Contractor understands and agrees that Contractor shall perform all work pursuant to this Contract exclusively for Client and will not, for the duration of this Contract Agreement participate in any efforts to perform said work for the Client either independently or as a Contractor to other firms, without the written consent of Client.

1.7 INVOICE INSTRUCTIONS

Invoice Instructions: Invoices may be submitted monthly. All invoices must be signed and approved by an authorized official of the Contractor, who shall certify that the invoiced amounts are accurate. The invoice shall clearly state (1) the number of hours and labor dollars for each individual for the billing period, as well as cumulative, (2) period covered by the invoice, (3) the indirect allocations applicable to direct labor, (4) breakdown of all non-labor related expenses (both current billing period and cumulative), (5) total amount invoices (both current billing period and cumulative), (6) fixed fee based on amount of fee earned (both current billing period and cumulative). Contractor shall submit invoices by the 20th of each month for work performed in previous billing period. Contractor shall be paid no later than 30 days from Client's receipt of invoice.

Invoices shall be addressed to:

**Yakima Valley Conference of Governments
311 North 4th Street, Suite 204
Yakima, WA 98901**

PART 2.0 GENERAL PROVISIONS

2.1 NONDISCLOSURE

A. Contractor acknowledges that, in performing this contract, Client may be required to make available to Contractor certain information, which Client may consider proprietary. Additionally, Contractor acknowledges that it may gain access to certain information, which may be considered proprietary to Client. Such information includes without limitation, information related to patents, research, development, statistical models, financial information, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how of Client and /or Client ("Proprietary Information"). Contractor agrees to safeguard and hold in strictest confidence all Proprietary Information.

B. Contractor agrees not to make use of nor disclose to third parties any Proprietary Information except in performance hereunder or as expressly authorized in writing by Client or, where Client's Proprietary Information is being used or disclosed, by Client. Contractor's obligations under the terms of this provision shall survive termination of the Agreement for a period of three (3) years.

C. Notwithstanding anything contained in paragraphs A and B above, Contractor shall not be liable for any release or use of any information if Contractor can demonstrate by written evidence that the information:

1. Is part of public domain through no fault of Contractor; or
2. Is in Contractor's rightful possession at the time of receipt thereof; or
3. Is known to Contractor independently of Client and from a source other than one having an obligation of confidentiality to Client; or
4. Is independently developed by Contractor without violation of this or any other agreement.

2.2 TERMINATION

Client may terminate this Agreement, in whole or in part, for default based upon any of the following default conditions: (i) Contractor fails to fulfill any of its obligations hereunder; (ii) Contractor fails to provide written assurances of performance after such assurances are requested by Client, (iii) the cessation of Contractor's operations in the normal course of business; or (iv) insolvency of Contractor or the entering into or filing by or against the Contractor of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the Contractor, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the Contractor.

Prior to termination for default under any conditions, Client shall notify Contractor of the default condition and shall allow Contractor seven (7) calendar days within which to affect a cure. If the condition is cured within the allowed period, this Agreement shall remain in full force and effect. If the default condition remains uncured beyond the allowed period, Client may terminate this Agreement, in whole or in part by written notice of termination to the Contractor. All notices of termination shall minimally state the basis for termination, and the date upon which such termination will become effective. Upon termination of this Agreement for any reason,

and except as otherwise directed by Client, Contractor shall: (i) stop work under this Agreement on the date and to the extent specified in the notice of termination, (ii) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the notice of termination, and (iii) transfer all work in progress which is included in the terminated work to Client.

2.3 INDEMNITY

Contractor agrees to indemnify and save harmless Client, its officers, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Contractor, its employees, agents or its Contractors; (ii) injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of Client; (iii) the infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party resulting from Client's use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Client, as authorized hereunder; or (iv) false claims submitted by Contractor under this Agreement or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit.

If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's proprietary rights, Contractor shall, at its own expense, use its best efforts first to procure for Client the right to continue use and, if authorized under this Agreement, distribution of the infringing goods or services or, if that right cannot be procured, then to modify the goods or services to make them non-infringing or, if such modification cannot be made, then to replace them with equivalent, non-infringing counterparts. If none of the above mentioned can be successfully implemented, then Contractor shall refund to Client all monies paid Contractor for the infringing goods and services.

2.4 INSURANCE (domestic)

Contractor must purchase and maintain the following insurance coverage:

Commercial General Liability

Coverage in an amount no less than \$1 Million Combined Single Limit for Bodily Injury and/or Property Damage per occurrence, \$2 Million in the aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractors' Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage.

Workers' Compensation and Employers' Liability

Coverage in an amount no less than \$1 Million per occurrence is required

Professional Liability

Coverage in an amount no less than \$1 Million per occurrence is required. All-Risk Property insurance, if applicable, Contractor is responsible for insuring all of its own property and/or Property owned by Client or the client in its care, custody and control. Client, its officers and employees to be included as Additional Insured on the General Liability, Automobile Liability coverage referenced above. A Waiver of Subrogation will be obtained from the General Liability and Workers' Compensation insurance carriers in favor of Client. Client is to be named as a Loss Payee as respects to All-Risk Property if Contractor has care, custody and control of Client property and/or equipment.

2.5 DISPUTES

Both parties shall attempt to mutually dispose of good faith disputes concerning questions of fact and/or law arising hereunder. A court of competent jurisdiction in the County of Yakima shall decide any dispute that is not settled by the parties. Pending resolution of any dispute, Contractor agrees to proceed diligently with the performance of this Agreement.

2.6 NOTICE TO CLIENT OF DELAYS

If Contractor encounters difficulty in meeting performance requirements, anticipates difficulty in complying with this Agreement's delivery schedule or dates, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately notify Client in writing, giving pertinent details. This notification shall be informational only, and compliance with this provision shall not be construed as a waiver by Client of any delivery schedule or date or of any rights or remedies.

2.7 SUBCONTRACT AND ASSIGNMENT

- A. Contractor shall not subcontract all or any portion of this Agreement without Client's prior written approval.
- B. No assignment or transfer of this Agreement, in whole or part, shall be binding upon Client without Client's prior written consent. Payments, whether to Contractor or any assignee, shall be subject to setoff or recoupment for claims, which Client may have against Contractor, however arising.

2.8 MODIFICATIONS

Neither this Agreement nor any term, condition, or provision hereof, or Work Order issued hereunder, may be altered, changed, or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a modification to the Agreement that is signed by both parties.

2.9 CHANGES

Client may, by written notice to Contractor at any time before completion of this Agreement, make changes within the general scope of this Agreement in any one of the following: (a) drawings, designs or specifications; (b) description of services to be performed; (c) time of performance (i.e. hours of the day, days of the week); (d) place of performance of the services. If any such change causes a material increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, Client shall make an equitable adjustment; in the Agreement price, the delivery schedule, or both and shall modify the

Agreement. The Contractor must have notified, Client in writing of any request for such adjustment within twenty (20) days from the date of such notice from Client or from the date of any act of Client, which Contractor considers, constitutes a change. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Agreement. However, Contractor shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

2.10 SEVERABILITY

If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

2.11 FORCE MAJEURE

A. Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this contract, where such failure or delay arises from: (i) acts of God, (ii) acts of the Government in its sovereign (and not contractual) capacity, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

B. If failure or delay of performance resulting from a condition of force majeure continues for more than 30 days, or if the affected party is unable to provide, upon request, immediate written assurances that performance will be tendered within 30 days following initial occurrence of the force majeure condition, the other party may terminate this Agreement, in whole or in part, for default in accordance with the provisions of Article 2.7, Termination.

2.12 WAIVER

Neither party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in writing. No single event of waiver shall be deemed or shall constitute a continuing waiver for any purpose.

2.13 COMPLETE AGREEMENT

This Agreement is the complete and exclusive statement of the understandings between the parties with regard to the subject matter hereof, and supersedes in its entirety any previous understandings between the parties, whether oral or written.

PART 3.0 STATEMENT OF WORK

Task 1: Contractor will provide travel demand model assistance that may include model updates, enhancements, model specific scenarios and application in specific projects as directed by the Client.

Additional tasks may be requested as needed during the contract period. The Client will provide details regarding the specific scope and responsibilities of the Contractor. Contractor will provide an estimate of the

