



THE CITY OF SAN DIEGO

AGREEMENT FOR SERVICES

BETWEEN

THE CITY OF SAN DIEGO

AND

SANDAG SERVICE BUREAU

(A Government Agency)

For

ON-CALL TRANSPORTATION MODELING SERVICES

For the City of San Diego

Development Services Department

City Contract Number: H125645

SANDAG Contract Number: 5001726

Document No. **C-15842**
Filed **AUG 08 2012**

Office of the City Clerk
San Diego, California

This Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and SANDAG Service Bureau [Contractor] for the Contractor to provide the City with on-call Transportation Modeling Services.

Contractor has the expertise, experience and personnel necessary to provide the Services. The City and the Contractor [Parties] want to enter into an Agreement whereby the City will retain the Contractor to provide, and the Contractor shall provide, the Services.

Contractor is an Agency, as defined by San Diego Municipal Code Section 22.3003. This Agreement falls within the exemption to competitive bidding requirements set forth at San Diego Municipal Code Section 22.3003, 22.3212 and 22.3222. The Mayor certifies that hiring the Contractor to provide services under this Agreement is in the public interest and furthers public policy pursuant to San Diego Municipal Code Section 22.3222.

The Mayor certifies that hiring the Contractor to provide services under this Agreement furthers the goals set forth in Administrative Regulation 35.80, Environmentally Preferable Purchasing and;

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

CONTRACTOR SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The scope of services will be determined by the City on an as-needed basis and presented to Contractor as an individual task [Task]. Contractor shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order]. The first Task Order for this scope of services will not be issued until after this Agreement is fully executed. In certain instances, the Scope of Services [Exhibit A] may be modified or altered upon agreement by both Parties.

1.1.1 Task Order. "Task Order" shall mean the written authorization issued by the CITY, signed by the Mayor or designee, directing the CONTRACTOR to perform a specific Scope of Work. Prior to beginning performance in response to a Task Order, Contractor shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

1.2 Contract Administrator. Contractor shall provide the Services under the direction of a designated representative of the City's Development Services Department.

Samir Hajjiri, Senior Traffic Engineer, is the City's Project Manager/Contract Administrator for this Agreement. He can be contacted at:

Samir Hajjiri, Senior Traffic Engineer
City San Diego
Development Services Department
1222 First Avenue, 4th floor
San Diego, CA 92101
e-mail: shajjiri@sandiego.gov
mail station: 413
phone: 619-533-6551
fax: 619-533-5951

1.3 Authorization to Proceed. Specific authorization to proceed shall be given by the City Project Manager for each identified Task Order as issued within the parameters of Exhibit A, Scope of Services. Contractor shall not proceed with any work unless it is authorized. The authorization shall set forth the date of commencement of services. Contractor shall commence services immediately upon receipt of the authorization to proceed. Unless specifically listed in each Task Order, the specific authorization to proceed shall be the execution of the Task Order.

1.4 Submittals Required with the Agreement. Contractor is required to submit the following documentation in accordance with this Agreement. Failure to provide the required submittals listed below with the Agreement shall delay execution of the Agreement, and therefore, commencement of scope of work and payments to Contractor.

- Insurance Certificates with all endorsements (Section V of this document);
- Drug Free Workplace Form (use form in Forms Section);
- Vendor Registration (use forms in Forms Section);
- Taxpayer Identification Form W-9, if not currently on file;
(<http://www.irs.gov/formspubs/lists>)
- IRS Letter of Not-for-Profit Status under Section 501(c)(3), if applicable;
- Contractor Standard Pledge of Compliance (use forms in Forms Section).

1.5 Maintenance of Records. Contractor shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering services under this agreement throughout the performance of services and for five (5) years following completion of services under this agreement. Contractor further agrees to allow city to inspect, copy and audit such books, records, documents and other evidence at all reasonable times.

1.6 Types of Reports. Contractor agrees to submit to City all reports required by laws and regulations, policies, this Agreement, and any other reports City may specify.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Furthermore, the total aggregate duration of Task Orders issued under this Agreement shall not exceed sixty (60) months from the original effective date, unless approved by City Ordinance, and mutually agreed to in writing by the Parties.

2.2 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Contractor's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Contractor a sum equivalent to the actual value of the Services the Contractor has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Contractor. The City may then require the Contractor to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Contractor shall be entitled to either decline to recommence performance or to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.3 City's and Contractor's Right to Terminate for Convenience. Either the City or the Contractor (the Parties) may, at their sole option and for their convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving ten (10) business days advance written notice of such termination to the other Party. Such notice shall be delivered by certified mail with return receipt for delivery to the Parties. The termination of the Services shall be effective upon receipt of the notice by the Parties. Contractor shall be paid its actual fair and reasonable costs for Services rendered to and including the effective date of termination. Contractor shall deliver to the City all documents or records related to the Contractor's Services within thirty (30) days of notice to terminate. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Contractor discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.4 City's Right to Terminate for Default. If the Contractor fails to satisfactorily perform any obligation required by this Agreement, the Contractor's failure constitutes a Default. A Default includes the Contractor's failure to adhere to the Time Schedule. Notwithstanding the immediately preceding sentence, the City understands and agrees that the Contractor's timely performance hereunder is contingent upon the City's timely responsiveness to the Contractor, including, but not limited to, supplying data, documents, and document reviews. If the Contractor fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right

of the Contractor, and any person claiming any rights by or through the Contractor under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Contractor.

2.5 Contract may be subject to both City Council appropriation of funds and Mayor's authorization of contract extension. Contract extension(s) may include an annual once a year (based on the contract effective date) increase which will not exceed the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is lower.

ARTICLE III

COMPENSATION

3.1 The City shall pay the Contractor for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed TWO HUNDRED FORTY NINE THOUSAND DOLLARS (\$249,000.00). The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Consultant.

3.2 Any additional services required that would exceed the total value of this agreement (\$249,000.00) shall require approval of an amendment of this Agreement, provided funding is available to proceed with additional services. The City and SANDAG Service Bureau shall negotiate compensation and fee schedules for individual transportation modeling service in each Task Order. See attached Exhibit A (Scope of Services) and Exhibit B (Compensation and Fee Schedule), incorporated herein by reference.

3.3 Any increase(s) in Task Order budgets must be approved by both Parties.

3.4 Quarterly invoicing and status reports. Contractor shall provide quarterly invoicing reports to the City, and shall also provide City with monthly status update for each Task Order.

3.5 Manner of Payment. Invoices. Contractor shall bill all fees incurred in accordance with this Agreement directly to City. Invoices will be payable by the City within thirty (30) calendar days of the date each invoice is received by the City. Invoices shall be mailed (or e-mailed) to the following address:

Ann Havin, Account Clerk
City San Diego
Development Services Department
1222 First Avenue, 4th floor
San Diego, CA 92101
e-mail: ahavin@sandiego.gov
mail phone: 619-235-5200; fax: 619-533-5951

ARTICLE IV

LABOR PROVISIONS

4.1 City Supervision. The City's Contract Administrator (Article 1 – Section 1.2) shall be responsible for coordinating assignments undertaken pursuant to this Agreement and will provide overall supervision of the progress and performance of this Agreement for City.

4.2. On-site Orientation. City will provide on-site instruction and orientation to Contractor's staff prior to commencement of work, to explain the scope of the work, proper use of tools, technical aspects, safety considerations, and other data necessary for the successful execution of the proposed work, if requested.

4.3 Right to Enter and Inspect. City and its agents and employees shall at all times have the right of entry and free access to the project sites and right to inspect all work done, labor performed, and materials furnished in and about the project.

4.4. Displacement of Workers. The work performed by Contractor shall not displace or supplant workers currently employed by City, including partial displacement such as a reduction in non-overtime hours, wages, or employment benefits.

4.5 Collective Bargaining. The work performed by Contractor shall not impair existing collective bargaining agreements or contracts for services, nor fill positions that are vacant because City's regular employees are on strike.

4.6 Prohibition of Religious or Political Activities. The work performed by Contractor shall not involve any religious or political activities.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 Indemnification. Each Party agrees to defend, indemnify, protect, and hold the other Party and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the other Party's employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of the other Party, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, that neither Party's duty to indemnify and hold harmless shall not include any claims or liability arising from the offending Party's established sole negligence or willful misconduct of its agents, officers, or employees.

5.2 Insurance - Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy required by this Agreement upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required

below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

5.2.1 Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$ 1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

5.2.2 Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

5.2.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

5.2.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of the Contractor's draft written work products.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

5.2.5 Reservation of Rights. The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

5.2.6 Additional Insurance. The Contractor may obtain additional insurance not required by this Agreement.

5.2.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

ARTICLE VI

CITY MANDATED CLAUSES

6.1 Drug-Free Workplace. The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

6.2 ADA Certification. The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

ARTICLE VII

CONFLICT OF INTEREST

7.1 The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

7.2. The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

7.3 In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

7.4 If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

ARTICLE VIII

MANDATORY ASSISTANCE

8.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of the services the Contractor provides under this Agreement as described in Exhibit A, Scope of Services, upon the City's request, the Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

8.2 Compensation for Mandatory Assistance. The City will compensate the Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are mutually determined by the City and the Contractor through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Contractor, its agents, officers, and employees, the City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

8.3 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Contractor or its agents, officers, and employees may incur expenses and/or costs. The Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 8.2 are not reimbursable.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Samir Hajjiri, Senior Traffic Engineer, City San Diego Development Services Department, 1222 First Avenue, 4th floor, San Diego, CA 92101, mail station: 413; e-mail: shajjiri@sandiego.gov; Telephone: 619-533-6551, Facsimile: 619-533-5951; and notice to the Contractor shall be addressed to SANDAG Service Bureau Manager: contact: Cheryl Mason, 401 B Street, suite 800, San Diego, CA 92191, e-mail: cheryl.mason@sandag.org; Telephone: 619-699-1900; Facsimile: 619-699-1995.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Contractor shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Contractor and any Subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Contractor concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Contractors shall follow the direction of the City concerning the end results of the performance.

9.5 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

9.6 Compliance with Controlling Law. The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

9.7 Jurisdiction. Venue and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The venue for any suit or proceeding concerning this agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

9.8 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.9 Integration and Amendments. This Agreement represents the entire understanding of the City and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

9.10 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.11 No Waiver. No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.12 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

9.13 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.14 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the exhibits or attachments, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits or attachments, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.15 Exhibits and Attachments Incorporated. All exhibits and attachments referenced in this Agreement are incorporated into the Agreement by this reference.

9.16 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive for a period of twelve (12) months following the Contractor's completion of, and the City's acceptance of, the Services and termination or completion of the Agreement.

9.17 Time is of the Essence. Time is of the essence in every provision of this Agreement. The Parties agree to cooperate with each other by promptly responding to requests for data, documents and/or information. The Contractor reserves the right to withdraw from further performance under the terms and conditions of this Agreement if the City does not promptly provide information, documentation and/or data necessary to the Contractor's performance consistent with the Scope of Services.

9.18 Model Modifications. The City understands and agrees that SANDAG's transportation model is a regional model. A subarea model data set may be developed as part of the scope of services. However, after any subarea model data set is delivered to the City, the Service Bureau will not be responsible for any changes made to the product nor its uses after delivery of product to City. Should the City or City's consultant(s) modify modeling output delivered by SANDAG Service Bureau in any manner, the City assumes full responsibility for all resulting analysis and outputs, and releases SANDAG from any responsibility or liability therefore. The SANDAG Service Bureau will not be responsible for incorporating any changes made by the City to the model into the SANDAG regional model after delivery of product to the City.

DUPLICATE ORIGINAL

This Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego Municipal Code section 22.3207 and by Contractor.

I certify that I, Kurt Kroninger, Director of Technical Services, can legally bind SANDAG's Service Bureau can legally bind SANDAG Service Bureau and that I have read and understand all of the terms of this Agreement.

SANDAG SERVICE BUREAU

CITY OF SAN DIEGO
A MUNICIPAL CORPORATION

BY: Kt Kroninger

BY: [Signature]

Name: Kurt Kroninger

W. Downs Prior

Title: Director of Technical Services

Principal Contracts Specialist, Public Works Contracting

DATE: 7/9, 2012

DATE: 8/6, 2012

I HEREBY APPROVE the form and legality of the foregoing Agreement this 06 day of Aug, 2012.

Council for SANDAG

Jan I. Goldsmith, City Attorney:

BY: [Signature]

BY: [Signature]

Name: Shelby Tucker

Shannon Thomas

Title: Associate General Counsel

Deputy City Attorney

Date: July 10, 2012

DATE: 8/6/2012

EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Compensation and Fee Schedule

ATTACHMENTS

Attachment A – Insurance Requirements

Attachment B – Drug Free Workplace Form

EXHIBIT A

SCOPE OF SERVICES

On-call Transportation Modeling Services

I. PROJECT DESCRIPTION

The City of San Diego's Development Services Department desires to undertake a wide variety of transportation and corridor studies related to the completion of various on-going community plan update processes throughout the City. The City needs flexibility to manage each of these studies and desires to obtain transportation modeling services from the SANDAG Service Bureau on an "as needed" basis.

The SANDAG Service Bureau shall perform professional and technical transportation modeling services on an "as needed" basis to support the City of San Diego's transportation and corridor studies. As services are needed, the City of San Diego will issue a Task Order. Each Task Order shall describe the work to be performed by the SANDAG Service Bureau, the dates of performance, and the maximum amount that the City of San Diego will pay for the services described therein. Task Orders may include, but are not limited to, those services listed under Section IV, Required Services.

II. ROLES AND RESPONSIBILITIES

The City of San Diego will be responsible for the following:

- City will assign a Contract Manager to provide oversight, management and monitoring of the contract.
- City will assign a Project Manager for each Task Order to provide oversight and management of Task Order activities and to ensure necessary coordination occurs and critical deadlines are met.
- City's Project Manager will provide timely response (as specified in each Task Order) to Service Bureau's data requests including submittal, review and comments on all Service Bureau-assigned tasks and activities including base year, future year highway and transit networks, ground counts, land use inputs, and alternative scenarios. City's Project Manager will provide additional data or different data as needed (e.g. current traffic counts) in a timely manner. City's Project Manager is responsible for ensuring quality control of data received by city staff and/or City's consultant(s), if applicable.
- City's Project Manager is responsible for reviewing the products (described in Section IV, Required Services) for completeness and accuracy and informing the Service Bureau, in a timely response, as specified in each Task Order, that revisions are needed.

- City's Project Manager will provide written confirmation of Service Bureau's completion of key milestones and City's receipt of satisfactory Service Bureau deliverables in a timely manner, as specified in each Task Order.

In cases where coordination is required between any engineering or transportation consultants working under separate agreement with the City of San Diego on the same project, City will instruct its consultants to work with SANDAG Service Bureau to provide the most recent and/or updated data inputs (including but not limited to traffic counts, land use inputs, trip rate inputs, transportation networks, and unique trip generators (e.g., military bases or universities)), comments, and/or direction in a timely manner, as specified in each Task Order, as approved by City Project Manager. City Project Manager is still responsible for providing direction to Service Bureau.

SANDAG Service Bureau will be responsible for the following:

- Assign a person as its Project Manager for each Task Order to provide oversight of each project to ensure necessary coordination is occurring and critical deadlines are being met.
- Perform transportation modeling services on an "as-needed" basis. The Service Bureau shall provide technically accurate modeling outputs based upon, and in reliance on the inputs provided by the City, and, unless negotiated differently in each Task Order, will provide the standard products as outlined in Section IV, Required Services.
- To ensure quality control, SANDAG Service Bureau is responsible for reviewing all completed tasks prior to submitting any products to the City for review.
- During the City's reviewing process, SANDAG Service Bureau is responsible for answering the reviewer's modeling output questions; this may require both the select link and select zones runs to verify the traffic volumes for the street segments that are in question.
- Notify the City Project Manager when each task of the Task Order, except for model calibration, is approaching 85 percent completion to determine if sufficient funds exist to complete remaining Task Order scope. Any increase(s) in Task Order budgets must be approved by the City.
- In addition to quarterly invoicing reports that must be submitted to the City, SANDAG Service Bureau shall also provide City Project Manager with monthly status updates of each Task Order.

III. TIME OF PERFORMANCE

SANDAG Service Bureau acknowledges that timely performance is an important element of this Agreement. Accordingly, the Service Bureau shall put forth professional and good faith efforts to complete its services in accordance with the agreed-upon schedule outlined in each Task Order. The City understands that the Service Bureau has multiple clients and projects with various project schedules. The Service Bureau's capacity to perform City-

requested work will be discussed during each Task Order negotiation. If in the event the Service Bureau encounters difficulty in meeting a deadline or anticipates difficulty in complying with the Task Order schedule, the Service Bureau shall immediately notify the City of San Diego Project Manager.

The Parties agree that some activities involve the review, comment, and submittal of land use and highway and transit network inputs by the City of San Diego and that the overall project schedules are dependent on receiving inputs in a timely fashion. Failure of City of San Diego staff to meet critical deadlines could adversely affect an entire project's schedule. Therefore, City of San Diego Project Manager will be responsible for ensuring that the City of San Diego provides data, comments and feedback to the Service Bureau in accordance with each Task Order schedule

The Parties understand that at times, substantial coordination may be needed with selected engineering or transportation consultants working under separate agreement with the City of San Diego who may be reviewing data, or providing inputs and comments, and/or direction to the City. Therefore, the City of San Diego Project Manager will be responsible for ensuring that such consultants provide data, comments and feedback, and/or direction in accordance with each Task Order schedule.

IV. REQUIRED INPUTS FROM CITY

- Providing base year transportation network year prior to SANDAG Service Bureau beginning any work on model calibration.
- Providing any new traffic counts within the defined study area prior to SANDAG Service Bureau beginning any work on model calibration.
- Providing future transportation network year prior to SANDAG Service Bureau beginning any work on any of the future year alternatives including the baseline “no project” scenario.
- Providing base year and future land use inputs in one of the following formats to be specified in each Task Order.
 - A. Default land use in SANDAG regional model.
 - B. Land use inputs by traffic analysis zone (TAZ) in tabular format (preferred).
 - i. Land use inputs can be provided for the base year and/or any future year scenario.
 - ii. The land use inputs shall conform to SANDAG's existing 4-digit coding system however new codes can be used for other land use types or for land uses with non-standard unit types. Each new land use code must be accompanied by:
 - 1) Land use input code.

- 2) Land use description.
- 3) Land use unit type (i.e. acreage, square footage, etc.).
- 4) The appropriate vehicular trip rates to match the unit type.
- 5) The original SANDAG land use code used to create the new land use code.

C. Land use inputs in GIS format (overlying external GIS layers)

- i. Only built layers with polygon topology will be accepted.
 - ii. Only layers with one field dedicated to contain SANDAG's standard 4-digit land use codes will be accepted. The land use inputs shall conform to SANDAG's existing 4-digit coding system, however new codes can be used for other land use types or for land uses with non-standard unit types. Each new land use code must be accompanied with the following:
 - 1) Land use input code.
 - 2) Land use description.
 - 3) Land use unit type (i.e. acreage, square footage, etc.).
 - 4) The appropriate vehicular trip rates to match the unit type.
 - 5) The original SANDAG land use code used to create the new land use code.
 - iii. Land uses that do not cover 100% of the underlying TAZs will be excluded from the analysis.
 - iv. Trip generation based on land use layers for the base year must be within +/-20% of the trip generation as defined by the regional model. TAZs that deviate beyond the 20% tolerance will need to be documented.
 - v. Trip generation based on land use layers for the future year scenarios shall conform to SANDAG's thresholds of vehicle trips per TAZ, which is a minimum of 1,000 trips and a maximum 50,000 trips. TAZs below the minimum shall be aggregated, and TAZs above the maximum shall be split, if possible, or the land use inputs adjusted.
- Providing network updates and model alternatives via marked-up maps.
 - Reviewing draft output for base year and future land use and transportation scenarios and providing written comments and approval(s) to SANDAG Service Bureau in a timely manner as specified in each Task Order.

V. REQUIRED SERVICES

Subject to the terms of each Task Order and this Agreement, the SANDAG Service Bureau will provide professional technical transportation modeling services related to the City of San Diego's transportation plans.

A. Assumptions

The Scope of Work for assigned Task Orders is based upon the following assumptions:

Latest Regional Transportation Plan (RTP):

- Growth Forecast: Every three to five years, SANDAG produces a long-range forecast of population, housing, and employment growth for the San Diego region. The most recent is the Series 12 Regional Growth Forecast. It has a base year of 2008 and a horizon year of 2050. The Series 12 Regional Growth Forecast will be used in Task Orders.
- Transportation Modeling Network: SANDAG follows a widely used, four-step transportation modeling process of trip generation, trip distribution, mode choice, and assignment to forecast travel activity in the San Diego region. The most recent is the 2050 RTP Network. It has a base year 2008 and a horizon year of 2050. Interim forecasts years (e.g., 2020 and 2035) are available. The Series 12 growth forecast is one input into the transportation model. The 2050 RTP Network will be used in Task Orders.
- The terms of this agreement only include the Series 12 growth forecast and 2050 RTP network. The use of forecasts and models prior to the 2050 RTP are prohibited as the functionality may not be supported by SANDAG.
- SANDAG is planning to migrate to the next generation of land use and transportation models in support of the next RTP. Use of these new models will require an amendment or new agreement.

B. Description of Services

The Parties anticipate that the majority of the work to be performed by this contract will be in the following areas:

Model Calibration:

- SANDAG and the City will work together to collaboratively determine study area and buffer areas.
- The City understands that the SANDAG transportation model is a regional model. Caution should be taken when using the model for subregional analysis.
- The level of calibration will be in accordance with calibration targets contained in Section V, Transportation Modeling Calibration Criteria and Targets, and

are partly contingent on the quality and/or accuracy of the inputs provided by the City. The budget amount invested toward calibration will be determined in each Task Order. The SANDAG Service Bureau will strive to meet the calibration targets in Section V, Transportation Modeling Calibration Criteria and Targets, within the budgeting limitations specified for calibration services in the Task Order.

- The Service Bureau shall notify the City once half the budget allocated toward calibration has been expended. The City and the Service Bureau will meet to review progress and results and determine the subsequent course of action. The course of action could include City approval of the calibration results as currently presented, City instruction to proceed with planned course of work to try to improve calibration results, City approval of new tolerance or manual adjustment to methodology, or other approaches agreed in writing by both parties. The calibration targets will be applied to the study area (e.g., community planning area or study area around a corridor). The City could add additional targets during the negotiation of each Task Order.

Future Year Transportation Forecast Alternatives:

- Service Bureau will produce transportation alternatives using the 2050 RTP network. Future years to be analyzed may include interim years such as 2020 or 2035, if requested. Service Bureau will produce transportation model scenarios as agreed upon in each Task Order. Unless specified in the Task Order, the Standard Product, as defined below in Section IV, Required Services, will include the following:
 - A. Create a Baseline scenario (no change RTP scenario) based on the City's input on the future year to be analyzed.
 - B. Establish transportation model alternatives based on the City's changes to land use, transit and/or circulation network (i.e., freeway, highway, or road network).

Other Modeling Services and Technical Assistance:

- Service Bureau provides a variety of transportation modeling services such as traffic volumes and level of service and technical assistance.

Progress Meetings:

- Attend progress and or coordination meetings with the City as negotiated in Task Order.

Presentations:

- Presentations at staff meetings, City Council or Committee meetings, community groups or other similar public forums or events as negotiated in Task Order.

Project Management

- Perform project and contract management activities and administrative work including preparation of scopes and cost estimates.
- Submit Quarterly invoices to Development Services Department Account Clerk for reimbursement of Task Order work completed.
- Submit Monthly status report for each Task Order to City Project Manager; including a summary and estimated percentage of Task Order work completed to date.

C. Products

Unless otherwise specified in each Task Order, the Standard Products that the Service Bureau will produce are:

Standard Products from the Model Calibration:

- Calibration results – Spreadsheet containing results of the calibration targets found in Section V, Transportation Modeling Calibration Criteria and Targets, for each calibration model run.
- Completed calibrated model data set – Calibrated model data set that includes the future alternatives. Further analysis can be performed on the original model data set that is delivered to the City via negotiation of Task Order amendment or issuance of new Task Order. SANDAG Service Bureau will not be responsible to incorporate any changes made by the City into the SANDAG model after delivery of product to the City.

Standard Products from the Transportation Forecast Alternatives:

- Map of the study area – Customized map depicting study area (e.g., community planning area or study area around a corridor) electronically delivered.
- Functional class network and traffic analysis zones (TAZ) plots – Maps that depict attributes of roadways such as posted speed limits, classification, number of lanes and median type.
- Trip generation reports – Reports that show how many Person and Vehicle trips are generated by Traffic Analysis Zone (TAZ) by land use category.
- Traffic volume plots – Standard product includes maps that depict forecasted Average Daily Traffic (ADT).

- Loaded network shapefiles – ESRI shapefiles of the highway network layer after each model run.
- Mode choice output reports – Standard output includes the following set of files: mode choice report, trip length in miles report, trip length in minutes report, boardings by transit route, and transit route summaries. The first three reports noted above will be broken down by geographic area, including the study area, and will include intra-zonal trips. The second two reports will be provided by transit route.

If negotiated and agreed upon in any Task Order, the Service Bureau may also provide the following Optional Products at an additional cost:

Optional Products (including but not limited to):

- Select zone assignments – Standard output includes a plot with selected TAZ traffic volume distributions and percentages plus 24-hour daily volumes. These can be done for individual TAZs or groups of TAZs.
- Select link assignments – Standard output includes a plot with selected link traffic volume distributions and percentages plus 24-hour daily volumes. These can only be done one link at a time.
- Turn reports – Standard output includes a spreadsheet with A.M. and P.M., and Off Peak period turning volumes plus a node plot.
- Peak hour directional volume plots – Standard output includes plots depicting A.M. and P.M. directional peak hour volumes.
- Level of service (LOS) plots – Standard output includes plots depicting LOS as defined by SANDAG or a table defined by the City.
- Travel time contour maps and demographic profile package – Standard output includes one set of six maps depicting the following travel permutations: AM from the site, AM to the site, PM from the site, PM to the site, Off Peak from the site and Off Peak to the site. The “site” must be one TAZ number. In addition to the set of six maps, there will be a set of demographic profiles, one for each of the permutations noted above. (Individual contour maps are also available.)
- Vehicle miles traveled (VMT) Analysis – Standard output includes a matrix for the jurisdiction, or Community Planning Area or project-specific area displaying VMT by origin within the area, destination within the area, both origin and destination within the area, and through trips. This product will be using a draft methodology until a formalized methodology has been adopted.
- Other customized transportation modeling products and services not specifically mentioned above may be produced subject to negotiation between the Parties.

D. Deliverables

All deliverables including Standard Products and any Optional Products, as described above, shall be specified in each Task Order.

E. Project Schedule

Subject to Section III, Time of Performance, above, the project schedule will be negotiated for each Task Order.

VI. TRANSPORTATION MODELING CALIBRATION CRITERIA AND TARGETS

SANDAG Service Bureau will strive to meet these targets for the calibration results within the limitations specified for calibration services under Section V, Required Services, of this Agreement.

Modeling Calibration Criteria and Targets

Calibration Criteria	Calibration Acceptance Targets
Cordon\Screen line Analysis	The modeled Average Daily Traffic (ADT) of all links that cross the study area will be within +/- 10% ADT
Sum of all Links	The modeled ADT sum of all links within the study area will be within +/- 10% of the observed counts
Link by Link City Streets under 2,000 ADT	Within +/- 80% of the average observed counts for 50% of the cases within the study area
Link by Link City Streets between 2,000 and 4,000 ADT	Within +/- 66% of the average observed counts for 50% of the cases within the study area
Link by Link City Streets between 4,000 and 8,000 ADT	Within +/- 50% of the average observed counts for 60% of the cases within the study area
Link by Link City streets between 8,000 and 16,000 ADT	Within +/- 25% of the average observed counts for 65% of the cases within the study area
Link by Link City streets between 16,000 and 24,000 ADT	Within +/- 15% of the average observed counts for 70% of the cases within the study area
Link by Link City Streets over 24,000 ADT	Within +/- 20% of the average observed counts for 80% of the cases within the study area
Link by Link State Routes (Freeways & Highways)	Within +/- 15% of the average observed counts for 85% of the cases within the study area

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

This agreement utilizes a combination fixed fee pricing and time and materials pricing.

Fixed Fee Standard Products for 2050 RTP Modeling (4-Step Model):

The following standard products are based on a fixed fee and reflect discounted rates for the City of San Diego:

• Subarea Future Year Transportation Alternative	\$1,200
• Select Zone/Link Assignment	\$450
• Turn Reports	\$450
• Peak Hour Directional Volume Plots	\$450
• Level of Service Plots	\$450
• Travel Time Contour Map and Profile (package)	\$900
• Travel Time Contour Map and Profile (individual)	\$350

Time and Material Basis:

Work performed as part of the Task Order that is not listed under Fixed Fee Standard Products above will be invoiced on a time and material basis and in accordance with the fee schedule shown below in Exhibit B, Compensation and Fee Schedule. This includes all work on calibrating the transportation model and model set up, performing other transportation modeling services, such as VMT analysis, project management services, technical assistance, meetings, and presentations.

Prior to invoicing, SANDAG Service Bureau shall consult with City Project Manager on all other work, deliverables, or products (not listed above) that may be needed to complete Task Order scope of work. Such additional work, deliverables, or products will be invoiced on a time and materials basis.

TIME AND MATERIAL BASIS FEE SCHEDULE

Occupational Classification	Loaded Billing Rate (FY 2013)
Director	\$220.76
Principal Research Analyst	\$157.69
Senior Research Analyst	\$125.77
Associate Research Analyst	\$ 75.00
Research Analyst II	\$ 71.91
Senior Transportation Modeler	\$125.68
Associate Transportation Modeler II	\$102.96
Associate Transportation Modeler I	\$ 74.04
Transportation Modeler II	\$ 68.81
Transportation Modeler I	\$ 62.59
Transportation Modeling Technician	\$ 58.75
Associate Legal Counsel	\$136.87
Associate Contracts and Procurement Analyst	\$124.52
Contracts and Procurement Analyst II	\$ 81.52
Contracts Support	\$ 74.43
Graphics	\$ 72.06
Office Specialist	\$ 85.42
Intern	\$ 42.16

The compensation and fee schedule includes the following clauses:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest effective Air Fare, Train, Car Rental, and/or Lodging will be reimbursed at actual costs (receipts required).
- Per Diem will be reimbursed at actual costs (receipts required) up to \$50.00/day maximum.
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoices/receipts required).
- Other direct costs such as parking, graphics, and acquisition of data or maps or other materials required to complete the tasks will be reimbursed at actual costs (receipts required).
- The fully burdened hourly billing rates listed in the Time and Materials Basis Fee Schedule above include direct salary costs and indirect costs such as fringe, overhead, and a 17 percent SANDAG Regional Information System fee.
- Annual rate adjustment requests, which will be effective July 1 of each year, must be submitted in writing for the City’s review/approval, a minimum of 60 days prior to July 1. Said proposed adjustments shall not exceed 3 percent (3%) per year.

EXHIBIT C

PERFORMANCE SCHEDULE

SANDAG Service Bureau acknowledges that timely performance is an important element of this Agreement. Accordingly, the Service Bureau shall put forth professional and good faith efforts to complete its services in accordance with the agreed-upon schedule outlined in each Task Order. The City understands that the Service Bureau has multiple clients and projects with various project schedules. The Service Bureau's capacity to perform City-requested work will be discussed during each Task Order negotiation. If in the event the Service Bureau encounters difficulty in meeting a deadline or anticipates difficulty in complying with the Task Order schedule, the Service Bureau shall immediately notify the City of San Diego Project Manager.

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The Parties understand that at times, substantial coordination may be needed with selected engineering or transportation consultants working under separate agreement with the City of San Diego who may be reviewing data, or providing inputs and comments, and/or direction to the City. Therefore, the City of San Diego Project Manager will be responsible to ensuring that such consultants provide data, comments and feedback, and/or direction in accordance with each Task Order schedule.

ATTACHMENT A
INSURANCE

FORWARD THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE ACCURACY ON THE INSURANCE CERTIFICATE

The insurance certificate must be prepared pursuant to the requirements listed below. Failure to comply with these requirements in a timely manner may jeopardize the renewal and/or continuation of this contract.

1. The **FULL** name of the Company(s) affording coverage must be named on the certificate of insurance. Insurance Company(s) selected **MUST** be authorized to do business in the State of California and rated "A-, VI" or better by the A.M. Best Key Rating Guide. A **Service of Suit Clause** must be furnished in the event a Company is a Surplus Lines Company.
2. **Commercial General Liability** insurance should be written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. (1) The CGL policy shall include wording that the policy is Primary and Non-Contributory.
3. **Commercial Automobile Liability** shall be written on an ISO form CA 00 01 12 90, a later version of this form, or an equivalent form. Insurance certificate shall reflect coverage for any auto.
4. The City of San Diego must be named as **additional insured on Commercial General Liability and Automobile Liability** coverage. (A specific City department shall not be named.) The City requires Contractors to submit: (1) an ACORD certificate with Additional Insured Endorsement naming the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured, (2) a separate Additional Insured Endorsement page (CG 2010, CG 2026, or equivalent) also listing the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured.
5. The Worker's Compensation policy must be accompanied by an endorsement for the **Waiver of Subrogation of rights** against the "City of San Diego, its respective elected officials, officers, employees, agents and representatives."
6. The authorized Insurance Agency Representative's original signature is required.
7. A notation of "**All Operations**" or the **Bid/P.O. Number and/or Job Title** must be included on the certificate (one (1) per certificate). (**Note:** The "All Operations" endorsement covers all current and future operations with the City of San Diego. Minimum coverage must be in accordance with bid or contract specifications)
8. **Certificate holder information must read as follows:**

City of San Diego, Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

ALL said insurance shall be maintained by the Contractor in full force and effect during the ENTIRE PERIOD OF PERFORMANCE under the agreement. Renewal certificates must be received by the Insurance Coordinator, City of San Diego Purchasing & Contracting Department, 1200 Third Ave, Ste 200, San Diego, CA 92101-4195 prior to the expiration date in order to ensure continuation of contracts. (6/08-ydk)

ATTACHMENT "B"

CONTRACTOR CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: On-Call Transportation Modeling Services

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

SANDAG SERVICE BUREAU
Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed K+K

Printed Name KURT KRONINGER

Title Director of Technical Services

Date 7/9/12