



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: June 28, 2013

TO: Guann Hwang, Deputy Director, Public Utilities, Engineering & Program Management

FROM: Dennis Gakunga, Director, Purchasing & Contracting

SUBJECT: Sole Source Request for Perform Minor Repairs under A&E Contracts for Condition Assessment Inspections

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Your Sole Source Request for the above subject with Tran Consulting Engineers was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 2850. For questions, please contact Downs Prior at x55298.

A handwritten signature in black ink, appearing to read "Dennis Gakunga".

Dennis Gakunga, Director, Purchasing & Contracting

DG/ks

cc: Monika Smoczynski, Public Utilities, EPM  
Pete Wong, Senior Civil Engineer, Public Utilities, EPM  
Leonard Wilson, Senior Civil Engineer, Public Utilities, EPM  
Richard VanderSchaaf, Associate Engineer - Civil, Public Utilities, EPM

CITY OF SAN DIEGO  
M E M O R A N D U M

DATE: 6/25/2013  
TO: Dennis Gakunga  
FROM: Downs Prior  
SUBJECT: Sole Source Request — Tran Consulting Engineers for Programmatic Wastewater Pipelines Condition Assessment 2013-2017 (H135877)

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Negotiated Total:

Dept. Est. Total: \$400,000.00

Vendor: Tran Consulting Engineers

Expiration Date: One-Time Purchase

Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source award of this Programmatic Wastewater Pipelines Condition Assessment 2013-2017 (H135877) contract is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

NOTE: This sole source is for only the "Minor Repairs Allowance" portion of the Scope of Services, with a cumulative maximum value of 5% (\$400,000) of the total contract value of \$8,000,000.

Under normal circumstances, the City's procurement policies preclude public construction work from being performed under A&E contracts, which is the contract vehicle by which wastewater pipeline condition assessment inspection services are obtained. However, in order for the A&E consultants to be able to conduct the condition assessment inspections, they need to perform minor repairs that may arise during their inspections. Additionally, the condition assessment inspections may reveal situations of a larger nature requiring immediate repair.

Engineering and Program Management (EPM) is in the process of initiating a fast-paced condition assessment program for water and wastewater pipelines. Condition assessment inspection work is characterized by long periods of careful planning, a relatively short period when actual physical internal and external inspections occur and a longer period following the physical inspection where data is analyzed and the condition inspection report is prepared. The physical inspection periods are characterized by short periods of high activity because they typically require interruptions, or reduction, to service for the utility and inconveniences to public for such items as traffic control and lane closures. During the inspection period, City

CITY OF SAN DIEGO  
M E M O R A N D U M

staff is diverted from their normal assignments to perform functions that require City staff participation. Considerable effort from both the consultant's team and City staff are expended on activities necessary to access the facility being inspected. These activities are the same as needed to access the facility to perform repairs.

Obtaining a construction contractor through the traditional competitive procurement process to perform the necessary minor repair work on the damaged area(s) discovered by the A&E Consultant would not be cost effective or would not produce an advantage because until certain minor construction work was performed, the condition assessment consultant would be unable to continue and would be idle, with the pipeline remaining out-of-service. In addition, any conditions requiring immediate attention that are discovered in the course of the assessment inspections would not be repaired in an expedited manner but would have to wait until a construction contractor were procured. After a contractor was procured, the pipeline would have to be taken out of service a second time, at significant additional expense, effort and time as well as the inconvenience to the public with a second service interruption. A contractor could be pre-procured on a "stand-by" basis to accompany the A&E Consultant to make repairs to any minor or major damage in the pipeline identified during the Consultant's inspection. However, this would be at significant cost to the City and would not produce an advantage nor be a prudent use of City funds.

Therefore, EPM requests sole source authorization to allow the A&E condition assessment consultant to perform repair work that is necessary to for the consultant to be able to proceed with the condition assessment inspection as well as repair work that is critical or urgent to immediately re-establish the integrity of the pipeline.

EPM recommends limiting task authorization allowance for minor repairs to a maximum of \$20,000 for any individual task. The minor repairs which are anticipated to be undertaken may include but are not limited to the following types of work:

1.  Repairs or replacement of existing inoperative and inadequately operating pipeline appurtenances such as air release and air and vacuum relief valves and blow-off valves and access ways. These repairs will ensure that the pipeline appurtenances would operate properly to commission an inspection.
2.  Repairs to isolated pipeline leaks or valve leaks exposed during the inspection process
3.  Repairs to localized pipeline linings and structural defects
4.  Repairs to pipe joints, fittings, flanges, pipe supports, and cathodic protection systems
5.  Other encountered minor miscellaneous repairs.

The Consultant would be required to provide a written proposal for the City's approval prior to performing any minor repairs and only licensed contractors would be permitted to perform authorized repair work.

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The following illustrates the estimated cost savings/incident achieved by approving this sole source:

Costs Savings of Performing Minor Repairs During Condition Assessment - WASTEWATER PIPELINES:

There is a strong economic advantage to undertake minor repairs during the pipeline inspection process. The table below delineates project tasks which have a significant bearing on the economics of the project should minor repairs NOT be completed at the time condition assessment/ inspection services are rendered. These related additional costs are represented in cash terms below.

Note: The estimated level of effort and fees can significantly vary depending on several factors such as pipeline diameter, facility location, degree of traffic control required, night work, environmentally sensitive areas and other factors.

ITEM  TASK  COST

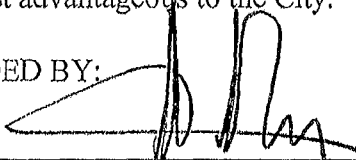
- 1  Demobilization/ Remobilization  \$30,000
- 2 A&E Consultant/Vendor Standby Fees - \$30,000
- 3  Dewatering/ Bypassing  \$30,000
- 4  Reinstating Traffic Control  \$6,000
- 5  Re-exposing the pipe for inspection  \$10,000
- 6  Related third party costs  \$5,000
- 8  City O&M staff support  \$5,000
- 9  Procurement of a new contract to accomplish minor repairs  \$8,000

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Estimated total additional costs per event  \$124,000

For the above reasons, performance of only the "Minor Repair Allowance" portion of the Scope of Services, to be handled as a sole source element of the subject contract, is in the City's best interest and most advantageous to the City.

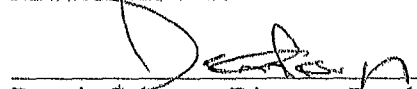
RECOMMENDED BY:



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Al Rechany, Program Manager, Public Works Contracting Group

APPROVED BY:



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Dennis Gakunga, Director, Purchasing and Contracting

**DUPLICATE**

**ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
TRAN CONSULTING ENGINEERS  
FOR  
PROGRAMMATIC WASTEWATER PIPELINES  
CONDITION ASSESSMENT 2013-2017**

**CONTRACT NUMBER: H135877**

*pk*  
DOCUMENT NO. **308326**  
FILED **JUL 09 2013**  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

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## **CONSULTANT AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
  - (DD) Consultant's Past Participation
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - "Reserved"
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested Under the California Public Records Act
- Exhibit L - American With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND TRAN CONSULTING ENGINEERS  
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Tran Consulting Engineers [Consultant] for the Consultant to provide Services to the City for civil engineering.

**RECITALS**

The City wants to retain the services of a civil engineering firm to provide civil engineering services [the Services].

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

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

**ARTICLE I  
CONSULTANT SERVICES**

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

**1.1 Scope of Services.** The Consultant shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City

**1.2 Contract Administrator.** The Public Utilities Department is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the Public Utilities Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any

of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans, specifications, studies, or reports. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## **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, it shall be effective until completion of the Scope of Services or July 29, 2018 whichever is the earliest but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

**2.3 Notification of Delay.** The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

**2.5 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 Consultant'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 Consultant 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 Consultant a sum equivalent to the reasonable value of the Services the Consultant has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed by the Consultant before the effective date

of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Consultant fails to satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant 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 Consultant, and any person claiming any rights by or through the Consultant 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 Consultant.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding **Eight Million dollars (\$8,000,000.00)**. The compensation for the Scope of Services shall not exceed **Seven Million Two Hundred Forty Nine Thousand Five Hundred Sixty Six dollars (\$7,249,566.00)**, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed **Seven Hundred Fifty Thousand Four Hundred Thirty Four dollars (\$750,434.00)**.

**3.2 Additional Services.** The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

## **ARTICLE IV CONSULTANT'S OBLIGATIONS**

**4.1 Industry Standards.** The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines

are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.1.1 Accounting Records.** The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant'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.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

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

**4.3.1.1 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.

**4.3.1.2 Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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).

**4.3.1.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant 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 Consultant 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.

**4.3.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

#### **4.3.3 Acceptability of Insurers.**

**4.3.3.1** 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.

**4.3.3.2** 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.

#### **4.3.4 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.



#### **4.3.4.1 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 (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**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 Consultant's insurance and shall not contribute to it.

#### **4.3.4.2 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 Consultant.

#### **4.3.4.3 Worker's Compensation and Employer's Liability 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.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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.

**4.3.6 Additional Insurance.** The Consultant may obtain additional insurance not required by this Agreement.

**4.3.7 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.

**4.4 Subcontractors.** The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D Attachment BB] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6 and 4.7, and shall also provide as follows:

**4.4.1.1** The Consultant shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Consultant proportionate to the services performed by the Subcontractor.

**4.4.1.2** The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Consultant and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5 Contract Activity Report.** The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subcontractor listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** The Consultant 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. The Consultant

shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E ].

**4.7.1 Consultant's Notice to Employees.** The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

**4.7.2.1** The dangers of drug abuse in the work place.

**4.7.2.2** The policy of maintaining a drug-free work place.

**4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Consultant further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Product Endorsement.** The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.9 Conflict of Interest.** The Consultant 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., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.9.1** If, in performing the Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual

members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit I).

**4.9.1.1** Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**4.9.1.2** If the City requires the Consultant to file a statement of economic interests as a result of the Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.9.2** The Consultant 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.

**4.9.3** The Consultant's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.9.4** If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

**4.10 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant'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.

**4.11 Compensation for Mandatory Assistance.** The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, 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 Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

**4.12 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur

expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.13 Notification of Increased Construction Cost.** If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.14 ADA Certification.** The Consultant hereby certifies (Exhibit L) 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 V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

## **ARTICLE VII MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights.** Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall



grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication.** Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

**8.9 Ownership of Documents.** Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

## **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: Public Utilities Department, 9192 Topaz Way, San Diego, CA 92123, Attn: Monika Smoczynski, MS901A and notice to the Consultant shall be addressed to: Paul Hoa Tran, Project Manager, Tran Consulting Engineers, 4444 El Cajon Blvd., #15, San Diego, CA 92115.

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

**9.3 Non-Assignment.** The Consultant 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 Consultant and any Subcontractors employed by the Consultant 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 Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

**9.5 Consultant and Subcontractor Principals for Consultant Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Paul Hoa Tran and John Austin [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

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

**9.7 Compliance with Controlling Law.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.8 Jurisdiction 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

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.

**9.9 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.

**9.10 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.11 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.

**9.12 No Waiver.** No failure of either the City or the Consultant 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 without respect to any existing or subsequent breach.

**9.13 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.

**9.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Services.

**9.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 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.

**9.18 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**9.19 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, 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, 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.

**9.20 Consultant Evaluation.** City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit F).

**9.21 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.22 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, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.23 "Reserved"**

**9.24 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit H). The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.25 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit J. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)].

Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

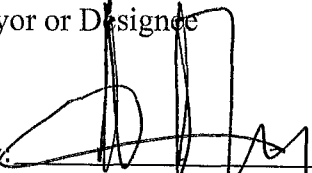
**9.26 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit K (Regarding Information Requested under the California Public Records Act).

*The remainder of this page has intentionally been left blank.*


IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R-308326, authorizing such execution, and by the Consultant pursuant to Tran Consulting Engineers signature authority document.

Dated this 30<sup>th</sup> day of JULY, 2013.

THE CITY OF SAN DIEGO  
Mayor or Designee

By:   
Albert P. Rechany  
Program Manager  
Public Works Contracting Group

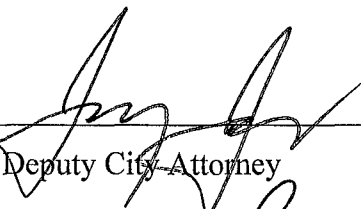
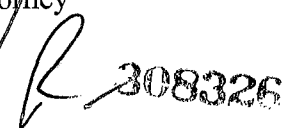
I HEREBY CERTIFY I can legally bind Tran Consulting Engineers and that I have read all of this Agreement, this 05 day of June - , 2013.

By: 

Paul Hoa Tran, P.E.  
President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 1 day of August, 2012.

JAN I. GOLDSMITH, City Attorney

By:   
Deputy City Attorney  


## **CONSULTANT AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
  - (DD) Consultant's Past Participation
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - "Reserved"
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested Under the California Public Records Act
- Exhibit L - American With Disabilities Act (ADA) Compliance Certification

# SCOPE OF SERVICES

## PROGRAMMATIC WASTEWATER PIPELINES CONDITION ASSESSMENT 2013-2017

### 1 PROJECT BACKGROUND

The City of San Diego Public Utilities Department (City) operates a wastewater system that includes both Municipal (Muni) and Metropolitan (Metro) systems.

#### 1.1 Municipal Wastewater Collection System

The Muni system is a sewage collection system of nearly 3,000 miles of pipe and is responsible for collection and conveyance of wastewater from residences and businesses in the City of San Diego. This system serves a 330 square mile area with a population of 1.3 million people and also includes over 250,000 City connections to sewer lines and 84 municipal pump stations.

#### 1.2 Metropolitan Sewerage System

The Metro System treats wastewater from the City of San Diego and 15 other cities and districts called participating agencies. An average of 180 million gallons of wastewater is treated every day. The participating agencies are the Cities of Chula Vista, Coronado, Del Mar, El Cajon, Imperial Beach, La Mesa, National City, Poway, the Lemon Grove Sanitation District, the Otay Water District, the Padre Dam Municipal Water District, Lakeside/Alpine, Spring Valley, Wintergardens, and East Otay Mesa County Sanitation Districts.

The Metro system provides advanced primary treatment, secondary treatment, tertiary reclamation, sludge processing and effluent disposal. It includes a wastewater treatment plant, 2 water reclamation plants, 2 ocean outfalls and a biosolids processing center, several miles of forcemains and gravity flow interceptors. Due to the complex exchange of effluents, solids and concentrates, sharing of one common outfall and receipt of flows from the participating agencies, the Metro system is viewed and operated as “a regional system” from a permitting, regulatory compliance and operational efficiency standpoint.

The Point Loma facility remains the mainstay of the Public Utilities Department, processing approximately 180 million gallons a day of wastewater. The plant has a treatment capacity of 240 million gallons per day. Since the Point Loma Wastewater Treatment Plant's advanced primary process had proved so successful in maintaining a healthy ocean environment, the requirement to perform secondary treatment on wastewater before ocean discharge was waived by the passage of the Ocean Pollution Reduction Act (OPRA) in 1994. With the full support of the EPA, the City received a renewal of this Modified Permit in September 2002 which expired June 30, 2008. A five year extension of the permit was issued by the EPA on June 16, 2010.



## 2 PROJECT DESCRIPTION

Tran Consulting Engineers (TCE) will provide condition assessment services of wastewater pipelines including large-diameter trunk sewers (42-inch to 114-inch diameter), the force mains at the large sewer pump stations and a few related sewer mains. Totally sixteen (16) trunk sewers and ten (10) force mains have been identified for programmatic condition assessment:

### Trunk Sewers

1. 2B Rose Canyon. (New 2nd)
2. 4 East Mission Bay
3. 5 N. Mission Valley
4. 22 Encanto
5. 26 San Ysidro
6. 33 Mission Gorge
7. 35 Mission Village
8. 47 Carmel Valley
9. 48A Peñasquitos
10. 48B Peñasquitos Relief
11. 49 Carroll Canyon
12. 50 Rose Canyon Parallel
13. 61 2nd La Jolla - Pacific Beach
14. 93 Otay Mesa
15. 110 Chollas Creek
16. 114 Morena Blvd. Interceptor

### Forcemains

17. PS #1 FM
18. PS #2 On Land
19. PS #2 Under Bay
20. PS #64 FM 1\*
21. PS #64 FM 2\*
22. Peñasquitos PS FM
23. Grove Ave. PS FM
24. Otay River PS FM
25. Pt. Loma Digested Sludge Pipeline
26. MBC/NCWRP Centrate Pipeline

\* PS #64 dual FM's Inspection work is combined as one task in this scope of services.

## 3 PURPOSE

Perform specified necessary condition assessments to identify the physical deficiencies of 26 sewer pipelines. Conduct the risk analysis and combine together with other factors including maintenance records, pipe size, pipe diameter, pipe material, etc. TCE shall also develop a statistical model to prioritize the required projects to correct the deficiencies of the pipe.

## 4 OBJECTIVES

The objective of pipeline condition assessment includes identification, evaluation and documentation of the structural integrity, liner integrity, and other localized defects which affect the serviceability and reliability of 26 pipelines. TCE will also provide minor repairs to the pipelines as directed and as allowable by the budget.

TCE will accomplish the following established scope of services requirements. As a minimum, including performing work in accordance with the requirements delineated below. Areas are not exclusive and additional areas may be identified for future necessary work.

Limited pipeline repair work may be necessary in order for TCE to be able to perform a proper and effective condition assessment of the pipeline facilities.

Additionally, condition assessment activities may reveal the need to perform immediate or urgent minor repairs to the pipelines. The minor repair work which is anticipated to be undertaken may include but is not limited to the following:

- Repairs to localized lining defects
- Provide additional access for pipe inspection
- Repair inoperative blow offs and air release stations, valves and access ways
- Repair inoperable cathodic protection systems

TCE will provide engineering work, field workforce, equipment, material, and proper license classifications to perform these tasks. The City will provide facility operations as requested.

- 4.1. Obtain, review and organize existing documentation on construction, condition and operation of the pipelines. Determine and obtain additional information as necessary to build a statistical model and perform program-wide risk analysis.
- 4.2. Evaluate and perform risk analysis in conjunction with the statistical modeling. Set inspection and assessment priority according to risk, consequences, urgency, and other criteria as appropriate. Provide inspections and assessment on a sampling basis as necessary to supplement and support the program-wide statistical modeling and risk analyses.
- 4.3. Develop methodology to determine required inspection and assessment coverage and select appropriate inspection technologies to use. Package pipelines together based on priority and similar assessment technologies for execution of field work and preparation of engineering reports.
- 4.4. Identify permit needs and assist in obtaining the necessary permits and environmental clearances to facilitate the assessment.
- 4.5. Provide field services for internal and external condition assessment of 26 specified wastewater pipelines and document the condition of the pipelines by performing and interpreting inspections and tests (including hydraulic modeling, video inspections, physical inspections, acoustic, sonar, corrosion testing, soil corrosiveness testing and other applicable technologies as deemed appropriate).
- 4.6. Identify and locate pipeline conditions that may present a risk of liner failure, pipe leakage, interruption to service or even failure.
- 4.7. Assess the risk of pipeline failure with every condition encountered. Analyze/determine the relative likelihood and consequences of failure. Consequences will include the severity of damage and fines for sewage spills.

- 4.8. Determine estimated remaining service life and future inspection interval frequency.
- 4.9. Develop condition assessment reports summarizing and presenting findings.
- 4.10. Develop a planning level action plan for identified pipeline maintenance or repair/rehabilitation measures.
- 4.11. Identify pipeline maintenance or repair/rehabilitation measures required and proposed measures for correction.
- 4.12. Provide inspection data (electronic format) and incorporate condition assessment results into the City's asset management database.
- 4.13. Perform financial analysis for replacement of pipelines. Determine replacement rate based on available funds (to be provided by the City).
- 4.14. Pipeline repair work may be necessary in order for the Consultant to be able to perform a proper and effective condition assessment of the pipeline facilities. Additionally, condition assessment activities may reveal the need to perform immediate or urgent minor repairs to the pipelines. The minor repair work which is anticipated to be undertaken may include but is not limited to the following: repairs to localized lining defects, repairs to inoperative valves and access ways, repairs to pipeline joints, fittings, flanges, pipe supports, and cathodic protection systems. The Consultant will provide such necessary minor pipeline repair services. The Consultant confirms they have the necessary forces, equipment, experience, and proper license classification to perform anticipated minor repair work. Minor repairs will be performed as Additional Engineering Tasks based on an agreed scope and fee for the identified work.
- 4.15. Additional work may be directed by the City's Project Manager.

## **5 DETAILED SCOPE OF WORK**

Based on TCE's understanding of the project the following outline of this detailed scope of work is provided:

- 5.1 Administration & Management
- 5.2 Prioritization of 26 Pipelines for Condition Assessment
- 5.3 Data Collection & Field Reconnaissance
- 5.4 Field Inspection
- 5.5 Data Analysis & Recommendations
- 5.6 Statistical Modeling and Risk Analysis

### **5.1 Administration & Management**

TCE will coordinate with the City Project Manager throughout the project. TCE will provide on a monthly basis, a concise one-page monthly status report with their invoice outlining project progress within the last month addressing all active scope pipelines, issues, resolution of issues, deliverable status, expenditures by task showing total budget, amount

expended, remaining amount and percent complete. The invoice will detail expenditures for each pipeline. All invoices will be prepared and submitted in accordance with the City's requirements.

TCE will manage production efforts, budget, coordination with the City, subconsultants and other stakeholders, monitor progress, and quality assurance/quality control.

*5.1.1 Project Implementation Plan*

TCE will prepare a project implementation plan for each pipe condition assessment:

*Section 1 – Project Management General Process:* Project organization chart, key personnel and assignments, line of communication, contact list, anticipated work distribution to staff and subconsultants, scope of work for each task, standards, criteria and requirements for each task and each subconsultant, for quality assurance process.

*Section 2 – Order of Operation:* Detailed sequence of work, detailed assignment and chain of command.

*Section 3 – Work-Performing Procedures:* Quality control, daily delivery of inspection fieldwork, daily review of data, videos and pipe assessment. Review the work for quality control of all deliverables.

*Section 4 – Schedule:* Set production rate for labor and equipment, project progress, schedule and budget monitoring procedures, milestones, progress report and deliverable formats, inventory of resource and schedule for availability and backup resources, monitoring progress and adjusting resources. The schedule will be updated on a monthly basis or as required to maintain an accurate schedule that reflects actual and planned activities.

*5.1.2 Project Meetings*

TCE plans for two types of meetings:

Tailgate meeting with related field staff will be conducted prior to starting off the field inspection work for each task.

Project meeting may be convened for kickoff, coordination, progress, and status of the project, etc. The project meeting will be conducted on a monthly basis.

Coordination meetings: TCE will meet with City's Project Manager, operations staff, corrosion engineers, and other City staff, as required, during the development and execution of the work.

Deliverables: The City's project manager and every member of field work staff will receive meeting minutes within 5 days following the meeting.

Monthly project meetings will start from the third month of the project. TCE project manager and/or project engineer will meet with the City to present the following: current status and progress of the project, difficult problems of operations, next month's activity schedule, etc.

*5.1.3 Schedule and Progress Reporting*

TCE will prepare a schedule to include project tasks for each pipeline and interrelationships between tasks. For example, to minimize mobilization costs of inspection equipment, certain forcemains are inspected in tandem. These are listed below:

|                           |                      |
|---------------------------|----------------------|
| Pump Station Combinations | Inspection Equipment |
| PS#1 - PS#2 Transbay      | PipeDiver            |

Deliverables: The schedule will be reviewed and updated as necessary.

**5.2 Prioritization of 26 Pipelines for Condition Assessment**

TCE will develop the criteria and obtain City approval for prioritization of the 26 pipeline inspections. The criteria will be based on but not limited to:

- Pump Station No. 2 Forcemains field work shall be completed before the end of 2013 as per City request.
- Financial constraints (such as avoiding cost of multiple mobilizations of equipment, standby costs, etc.).
- Long lead items (such as MTDB, Caltrans, environmental permits, etc.).
- Operational constraints (such as pipelines that cannot be shutdown during winter, loss of recycled water sales, coordination of flow diversions, etc.).
- Pipelines that have not been inspected for a long time must have higher priority.
- New forcemain inspection access required to properly complete the condition assessment.
- Etc.

**5.3 Data Collection & Field Reconnaissance**

*5.3.1 Data Collection*

TCE will gather and review relevant information to the project including, but not limited to, record drawings, aerial mapping, GIS data, survey information, flow records, wetwell capacities, pumping rates, geotechnical reports, studies, inspection data from previous inspections, operations and maintenance records and other pertinent documents to become familiar with the project facilities to be assessed. It is anticipated that this information will be provided electronically.

Consultant staff will discuss with City staff and operators, who will be identified in advance, to gain knowledge of information not documented in reports or otherwise. The

information gained in these interviews will be documented and used in evaluating inspection methods, access points, and if appropriate, emergency repair recommendations.

5.3.2 *Field Reconnaissance*

TCE will perform field reconnaissance of each pipeline and will correct any GIS data on the pipeline that is known to require correction. TCE staff will walk/drive the alignment to identify pipeline access, locations of cathodic protection facilities, air release and drain lines, etc. Information obtained will assist identification of permits, traffic control, special equipment, staging areas, access for excavation for pipe exterior inspection. The City will identify any environmental issues prior to TCE's team performing the pipe inspection work. The City will resolve the issue in accordance.

TCE will note all access points in gravity sewers and forcemains that are shown differently in the GIS system or are constructed under this contract. Corrections will be made by the City.

**5.4 Field Inspection**

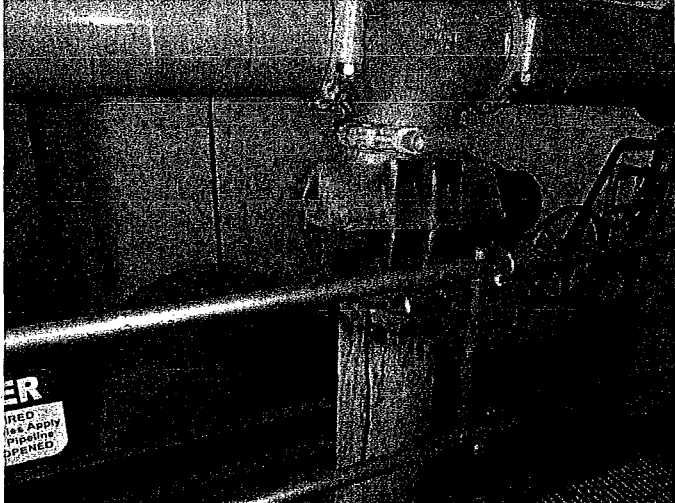
5.4.1 *Forcemains*

5.4.1.1 *PS #1 FM*

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 72"; Pipe Material, RCSC (AWWA C303); Approx. Length, 8,740'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Detect broken pipe rebars with PipeDiver</li> <li>3. Sonar on a swimming vehicle detects air pockets and sediment.</li> <li>4. Excavate one typical defect</li> <li>5. Corrosion study</li> <li>6. Geotechnical study</li> </ol>  |
| Expected Downtime    | The pump station can be temporarily taken out of service to provide TCE an inspection time of 6 hours and this can be accomplished in two consecutive nights. Access will be exercised prior to the inspection night  |
| Access Locations     | <ul style="list-style-type: none"> <li>• Access to the forcemain high point on Newton Ave. with 36" access for inserting Hibbard Inshore's sonar equipped vehicle into the line for inspection of the entire 8,740'.</li> <li>• One section of pipe with Victaulic couplings at the ends can be drained and removed for pipe PipeDiver access. This work will be completed by TCE's team using the onsite crane of the City. See picture in 5.3.1.3.</li> </ul> |

|                       |   |
|-----------------------|---|
| <p>Approach</p>       | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>TCE will cause, with Pure Technologies, to perform a PipeDiver™ inspection (in tandem with inspection of the Transbay pipeline) to search for broken reinforcement in the pipe as identified by the unit. The PipeDiver™ unit is proposed to be inserted into pump station No. 1's then pumped through the line and retrieved at the manhole located at the end of the FM. Data will be obtained for the concrete pipe in the forcemain.</p> <p>TCE will cause, with subcontractor Hibbard Inshore, to perform a sonar inspection with a Navajo ROV unit capable of passing through a 36" opening search for air pockets and solids deposition. The Sonar will be performed over two consecutive nights when the pump station can be taken out of service for 6 hours. The Sonar will inspect the downstream half of the line on the first night and the other half on the second night.</p> <p>Corrosion investigations will include evaluating effectiveness of rectifiers and if the forcemains are receiving adequate levels of cathodic protection per latest NACE International 10169. Available test stations will be used to determine cathodic protection levels. Ultrasonic measurements will be used at excavated test holes for estimating remaining pipe thickness. From readings, recommendations will be made for continued maintenance, upgrades or systems replacement. Concrete surfaces on forcemains will be tested for Biogenic corrosion caused primarily by H<sub>2</sub>S induced corrosion. Deterioration will be measured by the amount of H<sub>2</sub>S present in the air and liquid stream to determine the severity of H<sub>2</sub>S exposure.</p> <p>Geotechnical (soil) information will be evaluated along the pipeline corridor. Existing geotechnical documents for the pipelines and adjacent projects retrievable from City of San Diego files. In addition, relevant geotechnical information from other sources, such as the City of San Diego Seismic Safety Study Geologic Hazards and Faults maps and published geology maps, would be consulted as necessary. As conditions warrant, a geotechnical investigation, including subsurface exploration and geotechnical laboratory testing, evaluate relevant geotechnical concerns along the pipelines. Corrosivity testing on soil samples including soluble sulfate, soluble chloride, pH and minimum resistivity tests.</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
| <p>Clarifications</p> | <p>City will provide a minimum 5 hour inspection window for two consecutive nights. All cathodic test stations are accessible to TCE's corrosion engineer.</p>  |


5.4.1.2 PS #2 FM On Land

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 72, 87"; Pipe Material, RCP/RCSC; Approx. Length, 15,600' Inspection and assessment will not include the siphon under the "Navy Channel"   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>3. Physical Inspection of typical defects identified by CCTV</li> <li>4. Excavate 2 typical defects</li> <li>5. Corrosion study</li> <li>6. Geotechnical study</li> </ol>   |
| Expected Downtime    | The forcemain will be taken out of service for extended period (2-3 weeks) for CCTV and physical inspection.   |
| Access Locations     | <p>Numerous access points for insertion of a CCTV camera along the forcemain with a minimum access of 22" diameter for insertion of a CCTV unit and manned entry. Accesses include at the east portal, at Nichols St, on Rosecrans St. Scott St, and on both sides of the Navy Channel on N. Harbor Dr.</p> <p>At Pump Station No. 2 a 12" line connecting the two forcemains will be isolated, the 12" valve on the line to be inspected will be removed, the CCTV unit will be inserted and the line inspected to the siphon. See picture below.</p>    |
| Approach             | <p>During shutdown of the pump station, pressure gauge(s) will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges. Values will be calculated to represent the hydraulic capacity of the forcemain</p> <p>TCE will cause, to perform a CCTV inspection to search for defects such as cracks, brownish stains, excessive grease or solids buildups, liner bubbles liner tears, etc.</p> <p>Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 3 typical defects.</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above.</p> <p>Corrosion investigations will take place as indicated in the approach for PS #1 FM above.</p> <p>TCE will excavate 2 locations at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |



|                |   |
|----------------|---|
| Clarifications | TCE will use all access points available for CCTV and manned access for inspection. Access upstream of the siphon is adequate to inspect the piping up to the pump station. Access downstream of the siphon is available for CCTV inspection. The east portal can be accessed for CCTV inspection. All cathodic test stations are accessible. |
|----------------|---|

5.4.1.3 PS #2 FM Transbay

|  |  |
|--|--|
| Pipe Details   | Dia., 72, 87"; Pipe Material, RCP/RCSC; Approx. Length, 15,200   |
| Inspection Objective   | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV of piping above the water surface of the San Diego Bay</li> <li>3. Broken pipe rebars with PipeDiver</li> <li>4. Leaks and air pockets with SmartBall</li> <li>5. Excavate one typical defect</li> <li>6. Corrosion study</li> <li>7. Geotechnical study</li> </ol>  |
| Expected Downtime  | The forcemain will be taken out of service for extended period (1-2 weeks for CCTV and physical inspection. Access can be opened prior to inspection window. PipeDiver and SmartBall inspections require short downtimes for insertion and extraction of the PipeDiver and SmartBall units   |
| Access Locations   | <ul style="list-style-type: none"> <li>• Access to the end of forcemain (at the east portal) for inserting the CCTV unit, providing physical inspection access and retrieving the SmartBall and PipeDiver units.</li> <li>• TCE will insert the PipeDiver unit into the pump station at a Victaulic spool inside the building. The City forces will drain the spool. TCE's team will remove Victaulic joints, remove and reinstall the spool piece after inserting the PipeDiver into the line. Refill the pipe prior to turning on the pump. this task can be accomplished with the City's existing onsite crane and lifting lugs (see picture below).</li> </ul> |
|  |  |

|                       |  |
|-----------------------|--|
| <p>Approach</p>       | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>TCE will cause subcontractor Pure Technologies to perform a PipeDiver™ inspection (in tandem with inspection of the PS#1 pipeline) to search for broken reinforcement in the pipe as identified by the unit. the PipeDiver™ unit is proposed to be inserted into the 36" lateral pipe at Pump Station No. 2 and retrieve at the end of the forcemain (east portal). Data will be obtained for the concrete pipe in the forcemain.</p> <p>TCE will cause Pure Technologies to perform the SmartBall(s) inspection to search for air pockets and leaks that occur in portions of the line subjected to more than 20 psi pressure. The SmartBall unit is proposed to be inserted into Pump Station No. 2 12" bypass pipe then pumped through the line and retrieved at the end of the forcemain (east portal).</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above. Corrosion investigations will take place as indicated in the approach for PS #1 FM above.</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
| <p>Clarifications</p> | <p>City will provide access and operate the pump station as described above for launching and retrieving of PipeDiver and SmartBall(s). All cathodic test stations are accessible to TCE's corrosion engineer.</p>   |

5.4.1.4 PS #64 Dual FMs

|                             |   |
|-----------------------------|---|
| <p>Pipe Details</p>         | <p>Dia., 42, 48"; Pipe Material, Welded Steel; Approx. Length, 19,000'</p>  |
| <p>Inspection Objective</p> | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>3. Excavate 1 typical defect</li> <li>4. Corrosion study</li> <li>5. Geotechnical study</li> </ol> |
| <p>Expected Downtime</p>    | <p>The forcemain will be taken out of service for extended period (2-3 weeks) for opening access and CCTV inspection. Access can be opened prior to inspection window.</p>  |
| <p>Access Locations</p>     | <p>TCE identified from as-built drawings the following access: At the pump station, at station 37+25 (on sheet 23499-9), 42+25 (on sheet 23499-21) and at the end of the forcemain.</p>   |

|                       |   |
|-----------------------|---|
| <p>Approach</p>       | <p>In environmentally sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection equipment and vehicles out of the sensitive area and minimize impacts.</p> <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>CCTV inspection will search for defects such as cracks, brownish stains, excessive grease or solids buildups, etc.</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above.</p> <p>Corrosion investigations will take place as indicated in the approach for PS #1 FM above</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
| <p>Clarifications</p> | <p>The City will conduct environmental investigations and provide recommendations for TCE to follow while performing the work.</p> <p>City will open of all hatches and covers for inspection access. All cathodic test stations are accessible.</p>  |

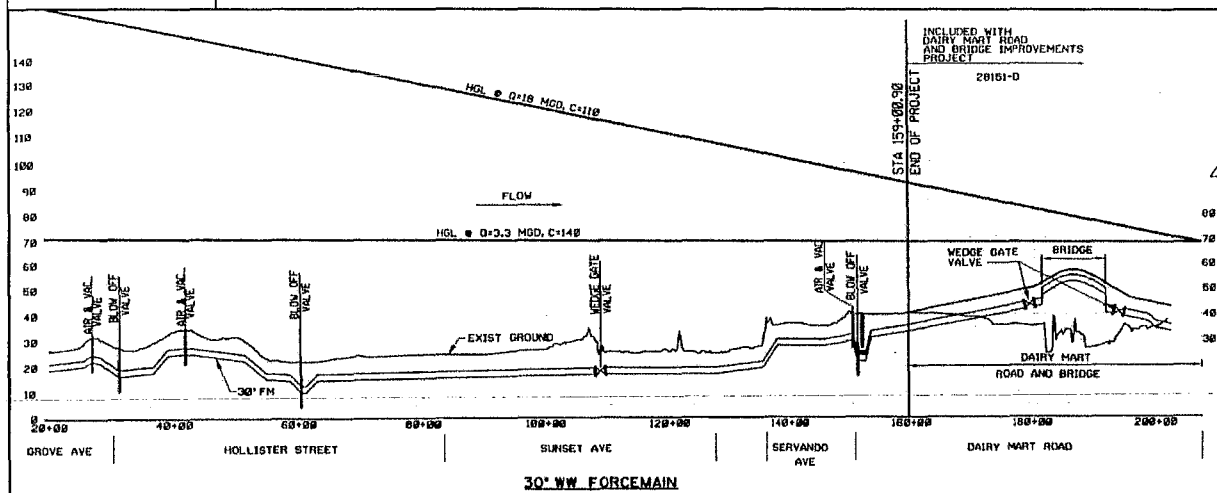
5.4.1.5 *Peñasquitos PS FM*

|                             |  |
|-----------------------------|--|
| <p>Pipe Details</p>         | <p>Dia., 36"; Pipe Material, Ductile Iron; Approx. Length, 24,900'</p>   |
| <p>Inspection Objective</p> | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>3. Excavate 1 typical defect</li> <li>4. Corrosion study</li> <li>5. Geotechnical study</li> </ol>  |
| <p>Expected Downtime</p>    | <p>The forcemain will be taken out of service for 8 consecutive days for CCTV inspection and 10 days for construction of 4 new access points. Access will be installed and open prior to the inspection window.</p>  |
| <p>Access Locations</p>     | <p>4 access points must be placed in the line to allow for inspection.</p>   |
| <p>Approach</p>             | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>After the forcemain is shutdown and drained by City forces, 4 access points will be installed by TCE.</p> <p>CCTV inspection to search for defects such as cracks, brownish stains, excessive grease or solids buildups, etc.</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above.</p> <p>Corrosion investigations will take place as indicated in the approach for PS #1 FM above</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |

|                |  |
|----------------|--|
| Clarifications | City will open of all hatches and covers for inspection access. All cathodic test stations are accessible. |
|----------------|--|

5.4.1.6 Grove Ave. PS FM

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 30"; Pipe Material, Ductile Iron; Approx. Length 19,300'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>3. Excavate 1 typical defect</li> <li>4. Corrosion study</li> <li>5. Geotechnical study</li> </ol> |
| Expected Downtime    | The forcemain will be taken out of service and drained by City forces for constructing access and CCTV inspection by TCE. Access will be installed and open prior to an inspection window. The City will clear the low points so the CCTV can go through.                                   |
| Access Locations     | TCE will construct 3 access points in the line. Approximate stations are 50+00 and 110+00; and on the Dairy Mart Bridge. See As-built drawing profile below (from dwg. 28691-08).   |



|          |   |
|----------|---|
| Approach | <p>In environmentally sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection equipment and vehicles out of the sensitive area and avoid impacts.</p> <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>When the forcemain is shutdown, 3 access points will be installed.</p> <p>CCTV inspection to search for defects such as cracks, brownish stains, excessive grease or solids buildups, etc.</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above.</p> <p>Corrosion investigations will take place as indicated in the approach for PS #1 FM above.</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
|----------|---|

|                |   |
|----------------|---|
| Clarifications | The City will conduct environmental investigations and provide recommendations for TCE to follow while performing the work.<br>Downtimes of 6 days for CCTV. 10 days is required to construct 3 new access.<br>All cathodic test stations are accessible. |
|----------------|---|

5.4.1.7 *Otay River PS FM*

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 24"; Pipe Material, DIP, PVC; Approx. Length, 10,000'.   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>3. Excavate 1 typical defect</li> <li>4. Corrosion study</li> <li>5. Geotechnical study</li> </ol>  |
| Expected Downtime    | The forcemain will be taken out of service and drained by City forces for constructing access and CCTV inspection. 5 days are needed for CCTV inspection. 6 days are needed for construction of 2 accesses. The City will clear the low points so the CCTV can go through.   |
| Access Locations     | 2 new access points will be added to the line.   |
| Approach             | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>After the forcemain is shutdown, 2 access points will be installed<br/>CCTV inspection to search for defects such as cracks, brownish stains, excessive grease or solids buildups, etc.<br/>Geotechnical will take place as indicated in the approach for PS #1 FM above.<br/>Corrosion investigations will take place as indicated in the approach for PS #1 FM above.</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.<br/>Data will be assessed and all results for all studies conducted will be reported.</p> |
| Clarifications       | Downtime(s) as indicated above. All cathodic test stations are accessible.   |

5.4.1.8 *Pt. Loma Digested Sludge Pipeline*

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 12"-14"; Pipe Material, DIP; Approx. Length, 83,450'.  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Excavate 5 typical defects</li> <li>3. Corrosion study</li> <li>4. Geotechnical study</li> </ol> |
| Expected Downtime    | The forcemain will be taken out of service for installation of pressure gauges for the hydraulic test (1 days).  |
| Access Locations     | No access points required.   |

|                |   |
|----------------|---|
| Approach       | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>TCE will excavate up to 5 locations along the pipeline and test the line for wall thickness, and inspect the pipe for external defects.</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above.</p> <p>Corrosion investigations will take place as indicated in the approach for PS #1 FM above.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
| Clarifications | <p>The City will conduct environmental investigations and provide recommendations for TCE to follow while performing the work. All cathodic test stations are accessible.</p>   |

5.4.1.9 *MBC/NCWRP Centrate Pipeline*

|                      |   |
|----------------------|---|
| Pipe Details         | <p>Dia., 20"; Pipe Material, DIP; Approx. Length, 23,200'.</p>  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Excavate 2 typical defects</li> <li>3. Corrosion study</li> <li>4. Geotechnical study</li> </ol>  |
| Expected Downtime    | <p>The forcemain will be taken out of service for installation of pressure gauges for the hydraulic test.</p>   |
| Access Locations     | <p>No access points required for the proposed work.</p>   |
| Approach             | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>Geotechnical will take place as indicated in the approach for PS #1 FM above.</p> <p>Corrosion investigations will take place as indicated in the approach for PS #1 FM above.</p> <p>TCE will excavate up to 2 locations along the pipeline and test the line for wall thickness, and inspect the pipe for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
| Clarifications       | <p>The City will conduct environmental investigations and provide recommendations for TCE to follow while performing the work. All cathodic test stations are accessible.</p>   |

5.4.2 *Trunk Sewers*

5.4.2.1 #2B *Rose Cyn. (New 2nd)*

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 33"-60"; Pipe Material, RCP; Approx. Length, 30,570'   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Conduct Sonar inspections for solids deposits.</li> </ol>   |
| Expected Downtime    | Not intended   |
| Access Locations     | Access at manholes. Where manhole entry is offset from pipeline flow, confined space entry must be utilized to place inspection unit into the pipe.  |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details.</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Confirmation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None.  |

5.4.2.2 #4 *East Mission Bay*

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 60" & 18"; Pipe Material, PLRCP, PLCP, VCP; Approx. Length, 21,330'   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> </ol> |
| Expected Downtime    | Not intended  |
| Access Locations     | Access at manholes. Where manhole entry is offset from pipeline flow, confined space entry must be utilized to place inspection unit into the pipe.   |

|                |  |
|----------------|--|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None   |

5.4.2.3 #5 N. Mission Valley

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 72"-108" & 18"; Pipe Material, PLRCP, VCP; Approx. Length, 36,880'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes. Where manhole entry is offset from pipeline flow, confined space entry must be utilized to place inspection unit into the pipe.   |



|                |   |
|----------------|---|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.   |

5.4.2.4 #22 Encanto

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 10"-48"; Pipe Material, PLRCP, VCP, PVC; Approx. Length, 18,350'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |

|                |   |
|----------------|---|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.   |

5.4.2.5 #26 San Ysidro

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 10"-48"; Pipe Material, PLRCP, VCP, PVC; Approx. Length, 29,700'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |

|                |   |
|----------------|---|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Confirmation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.   |

5.4.2.6 #33 Mission Gorge

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 36"-51"; Pipe Material, PLRCP; Approx. Length, 42,700'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |

|                |  |
|----------------|--|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Confirmation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.  |

5.4.2.7 #35 Mission Village

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 10"-54"; Pipe Material, PVC, VCP, PLRCP; Approx. Length, 19,600'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |

|                |  |
|----------------|--|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details.</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.  |

5.4.2.8 #47 Carmel Valley

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 10"-54"; Pipe Material, PVC, VCP, RPM, RCP; Approx. Length, 41,000'   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |

|                |  |
|----------------|--|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.  |

5.4.2.9 #48A Peñasquitos

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 24"-42"; Pipe Material, PVC, VCP; Approx. Length, 61,600'   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol>  |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None.   |

5.4.2.10 #48B Peñasquitos Relief

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 42"-48"; Pipe Material, PLRCP; Approx. Length, 25,300'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol>   |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Confirmation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None.   |

5.4.2.11 #49 Carroll Canyon

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 8"-42"; Pipe Material, PVC, VCP, PLRCP; Approx. Length, 45,700'   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> </ol> |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes.   |

|                |  |
|----------------|--|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.  |

5.4.2.12 #50 Rose Canyon Parallel

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 30"-60"; Pipe Material, PLRCP, VCP; Approx. Length, 28,900'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> </ol>  |
| Expected Downtime    | Not intended.  |
| Access Locations     | Access at manholes.  |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None.  |



5.4.2.13 #61 2nd La Jolla - Pacific Beach

|                      |   |
|----------------------|---|
| Pipe Details         | Dia., 18"-48"; Pipe Material, PVC, VCP, RCP, PLRCP; Approx. Length, 25,700'   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol>   |
| Expected Downtime    | Not intended.   |
| Access Locations     | Access at manholes  |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Confirmation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None.   |

5.4.2.14 #93 Otay Mesa

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 8"-42"; Pipe Material, HDPE, PVC, CCFRPM; Approx. Length, 47,200'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Conduct confirmation CCTV at 2 typical defects.</li> <li>3. Sonar for solids deposits</li> </ol> |
| Expected Downtime    | Not intended.  |
| Access Locations     | Access at manholes   |

|                |   |
|----------------|---|
| Approach       | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Perform Sonar Inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Engineer review Sonar data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications | None.   |

5.4.2.15 #110 Chollas Creek

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 36"-60"; Pipe Material, RCP, PLRCP; Approx. Length, 14,600'  |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.</li> </ol>  |
| Expected Downtime    | Not intended.  |
| Access Locations     | Access at manholes.  |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Conformation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None   |

5.4.2.16 #114 Morena Blvd. Interceptor

|                      |  |
|----------------------|--|
| Pipe Details         | Dia., 24"-72"; Pipe Material, RCP, PLRCP; Approx. Length, 24,000'  |
| Inspection Objective | 1. Search for corrosion, cracks, seepage, etc. by CCTV<br>2. Physical Inspection of grooves at 2 manholes. Physical inspection of 1 typical defect. Conduct confirmation CCTV at 2 typical defects.  |
| Expected Downtime    | Not intended.  |
| Access Locations     | Access at manholes.  |
| Approach             | <ul style="list-style-type: none"> <li>• In sensitive areas, verify with the City on requirements for access. If acceptable, TCE will utilize practices such as inspection by pulling the cable across the sensitive area to keep the inspection van out of the sensitive area and avoid impacts.</li> <li>• Geotechnical study to determine current known geologic and geotechnical hazards. See Pump Station No. 1 FM above for specific details</li> <li>• Perform CCTV inspection.</li> <li>• Confirmation CCTV will be performed after presumptive CCTV on 2 typical defects to examine each defect closely.</li> <li>• Physical inspection will be carried out in accordance with all OSHA and permit requirements. Inspection will be to inspect 1 liner seam defect and 2 MHs for groove below the liner.</li> <li>• Perform traffic control for locations within City streets. Typical traffic control plans will be provided in the project Implementation plan and implemented for typical setups in low traffic volume streets. Where high ADT volumes (&gt;10,000 ADT), TCE will design traffic control plans.</li> <li>• Engineer review CCTV data to identify and evaluate the defects and recommend for corrections.</li> <li>• Data will be assessed and all results for all studies conducted will be reported.</li> </ul> |
| Clarifications       | None.  |

**5.5 Data Analysis & Recommendations**

For each deliverable area there will be a sewer assessment report and videos with photo data for each facility ID in that area, and the required data files necessary to incorporate the data into the City's system. The report will detail the field assessment work performed, inspection processes, safety planning, results from hydraulic analysis, photos, figures, data results and analysis recommendations, etc.

A draft report will be submitted for City review, comment, etc.

A final report will be submitted

Deliverables:

- Draft Report: 5 copies and PDF file
- Final Report: 5 hard copies and PDF file

*5.5.1 Executive Summary*

An Executive summary of the condition of the deliverable area addressed in that report will be given. This summary provides the reader with a brief overview of the overall condition of that area.

*5.5.2 Task Summary:*

A Task summary is given so the reader will understand the goal of the report.

*5.5.3 Code Definitions:*

This section explains the Prioritization and Recommendation codes as well as the defect codes used.

*5.5.4 Location Maps*

*5.5.5 Prioritization Report:*

This section will organize the facilities by their prioritization.

*5.5.6 Recommendation Report:*

This section will organize the facilities by the recommended action.

*5.5.7 Data Summary:*

This section of the report provides detail on each facility. Defects within the pipe itself and the location of the defect inside the pipe are reported.

*5.5.8 Red Flag Notifications:*

All red flag notifications for the deliverable area will be compiled here.

*5.5.9 Manhole inspections:*

All manhole condition assessment forms for the deliverable area will be compiled here.

*5.5.10 Deliverables (labeled for identification and storage)*

All electronic data shall be formatted to be perfectly compatible with the City's SHARQ system as indicated in 4.12 above. All data will be incorporated into assessment reports which will be prepared in the City's compatible format (TCE's submittal format has been used by the City as a standard for other consultants to follow during the last decade).

1. Draft sample reports
2. Final Project Reports and electronic copies (.PDF and .DOC)
3. Repair/Rehabilitation priority list with sewer segment recommendations and cost estimates
4. Electronic files of manhole inspection data
5. Electronic files of inspection digital photo data
6. Video and movie data files named by Facility Sequence Number in .mpg format.

## 5.6 Statistical Modeling and Risk Analysis

### 5.6.1 Data Acquisition

Data collected from field inspections shall be input back into the model to determine rehabilitation/repair priorities. TCE will provide two workshops with City staff to facilitate collaboration on selecting appropriate criteria and weighting factors to include in the model

TCE will collect the data of all 26 pipelines including the following:

- Pipe age, pipe material, pipe diameter, pipe length, flow depth, velocity, pressure, siphon, etc.

- Records of maintenance, repair, rehabilitation, historical performance records, etc.

- All related data necessary for statistical modeling

### 5.6.2 Group and Classify the Results of Assessment

To facilitate the statistical modeling, the assessment shall be grouped into different types of defects, such as:

- Structural defects (longitudinal cracks, radial cracks, joint cracks, concrete deterioration, rebar corrosion, concrete spalling, etc.)

- Liner defects

- Solids deposits

- Grease and oil deposits

- Pipe sagging

- Pipe deflection

- Roots intrusion

- Accessory malfunctioning (air-vac valves, blow-off valves, etc.)

- Etc.

For each type of defect, several subcategories may be necessary to establish such as: small, medium and large.

### 5.6.3 Develop Risk Analysis Criteria

Based on the defect conditions (5.6.2) and the acquired data (5.6.1) the risk analysis criteria will be developed including the following:

- Health and Safety Effects

- Regulatory or Mandated Requirements

- Implication of Deferring the Project

- Annual Recurring Costs for Increased Longevity of Assets

- Etc.

Among these criteria each includes several sub-criteria and weighted factors. TCE will discuss with the City for finalizing the list of criteria and rating of these criteria.

*5.6.4 Develop Statistical Model*

The statistical model will be developed based on all of the above information (sections 5.6.1 through 5.6.3 above) by Professor Mukherjee. The purpose of this statistical model is to provide a tool for prioritizing all projects for the 26 above pipes for repair, rehabilitation or replacement as necessary. The statistical model will provide an objective judgment for prioritization of the project, no influence factors will be forgotten, no subjective judgments will be implemented.

*5.6.5 Production from Modeling*

TCE will apply the data from each pipe into the model to obtain the results of modeling. All 26 pipes with data as indicated in 5.6.1, 5.6.2 & 5.6.3 will be consecutively input to the model for final production. Tabulate all of the results.

*5.6.6 Discussion of Findings and Preparation of Colored Drawings for prioritization and Recommended Methods of Repair, Replacement or Rehabilitation*

*5.6.7 Prepare A Final Report for Statistical Modeling of the 26 Pipes*

Prepare a line Item Construction Cost Estimation.

**6 OPTIONAL ITEMS/ADDITIONAL SERVICES**

TCE shall provide additional services to the City as identified and as requested by the City. TCE shall submit detailed scope and fee proposals for additional services. The City will approve the proposal and issue authorization to proceed with each additional task. Additional services may include the following work:

**6.1 Seismic Reliability Analysis of Pipelines**

Analyze available seismic information to define the rate of repair per 1000' length of pipe. The analysis will be based on the 3 major faults passing through San Diego (San Andreas, Rose Canyon, and Coronado Bank). TCE will determination the level of risk for the 26 subject pipelines.

**6.2 Centrate Scale formation Removal**

*6.2.1 Description*

The City has indicated that there is a 20' section of the 20" diameter Centrate pipe that that has a heavy buildup of scale. This scale contributes to losses in system pressure because the line size is reduced through this area. The City asked TCE to provide a cost to remove scale on this section of line. The location of the section is was described as immediately downstream of the Centrate Pump Station.

### 6.2.2 Approach

The line must be taken out of service for 5 days for access and cleaning. Pipe access would be provided by inserting the nozzle through the pipe from the pump station or by excavation and construction of an access point (optional task See 6.3). TCE will clean the line with either a high pressure Jetter or Lumberjack nozzle to cut the scale off the pipe.

## 6.3 Sonar for Remaining Gravity Sewers not indicated in the Main Tasks

### 6.3.1 Description

The City has indicated that that additional sonar evaluations may be required in locations in the sewer where low velocities are encountered (<3 fps for Peak Dry Weather Flow & <2 fps for average Dry Weather Flow). Sonar would be used for searching for solids deposits under the water surface.

### 6.3.2 Approach

The approach to this work would be similar to the approach for sewers indicated in the main task as being Sonar inspected.

## 6.4 Inspection Access

### 6.4.1 Description

Location of access points for inserting equipment into the pipe is subject to specific operations, field and equipment requirements (or limitations) in force at the time of the inspection. Therefore additional access points may be necessary to provide a thorough inspection.

### 6.4.2 Approach

Conditions encountered at the time of inspection may require additional access points design and construction. Excavation will be required followed by hot tapping the pipe to place a pipe boss or tapping sleeve connection. The new connection will be sized to insert the appropriate equipment.

## 6.5 Pump Station No. 2 Transbay Forcemain Ballast Inspection

### 6.5.1 Description

Inspection of the ballast rock over the Transbay forcemain may be necessary. The ballast was installed in 1963. Ballast repairs were performed in 1997-1998 according to the Ballast repair report.

### 6.5.2 Approach

Ballast inspection will not involve any downtime of the forcemain for performing the inspection.

The purpose of the inspection is to determine whether the ballast is concrete encasement or loose ballast. Manned diving will be utilized to inspect 3 locations. At each location a special

camera will be used with strong underwater flash lighting which is capable to take pictures of the ballast. Two pictures per location will be taken.

**East Mission Gorge Forcemain Inspection**

|                      |  |
|----------------------|--|
| Pipeline Details     | 48" Steel Cylinder Rod Wrapped, approx. 41,600' long   |
| Inspection Objective | <ol style="list-style-type: none"> <li>1. Field measuring pressures in operation and conduct hydraulic modeling</li> <li>2. Search for corrosion, cracks, seepage, etc. by CCTV</li> <li>3. Excavate 1 typical defect</li> <li>4. Corrosion study</li> <li>5. Geotechnical study</li> </ol>  |
| Expected Downtime    | The forcemain will be taken out of service and drained by City forces for CCTV and physical inspection.  |
| Access Locations     | Access at existing manways.  |
| Approach             | <p>During shutdown of the pump station, pressure gauge(s) and a flowmeter will be placed in the forcemain. During operation of the pump station TCE will conduct a hydraulic investigation of the forcemain hydraulics by measuring flowrate and pressure with certified calibrated pressure gauges and flowmeter. Use these values to calibrate the hydraulic model prior to running the model for estimating the friction loss coefficient of the pipe.</p> <p>CCTV inspection to search for defects such as cracks, brownish stains, excessive grease or solids buildups, etc.</p> <p>Geotechnical and corrosion investigations will take place.</p> <p>TCE will excavate 1 location at the most suspected deficient area of the pipeline to test for wall thickness and inspect for external defects.</p> <p>Data will be assessed and all results for all studies conducted will be reported.</p> |
| Clarifications       | <p>The City will conduct environmental investigations and provide recommendations for TCE to follow while performing the work.</p> <p>City will open of all hatches and covers for inspection access. All cathodic test stations are accessible.</p>   |

**END OF SCOPE OF SERVICES**



**COMPENSATION AND FEE SCHEDULE**

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                  | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |           |           |
|---------------------------------------|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|----------|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|-----------|-----------|
|                                       | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD      | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A       |           |
|                                       | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| Project Management                    | 800                 | 560          |           |              | 40       |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 1,400     | \$276,320 |           |
| Presentation to Mgmt. Team PS#2       | 3                   | 6            |           | 32           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 41        | \$5,082   |           |
| Presentation to Mgmt. Team Final      | 20                  | 40           | 60        | 40           | 8        |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 168       | \$23,208  |           |
| Monthly Meetings with City PM         | 96                  | 192          |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 288       | \$55,104  |           |
| Development of Statistical Model      | 20                  | 40           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                | \$70,000      |              |            |             |                |                   |                         | \$2,800         | 60        | \$84,280  |           |
| Financial Analysis                    | 40                  | 120          | 400       |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 560       | \$77,280  |           |
| <b>FORCEMAINS</b>                     |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| <i>PS #1 FM</i>                       |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| Project Implementation Plan           | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004   |           |
| Tailgate Meeting                      | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752     |           |
| Platform to Launch Sonar Unit         | 1                   | 4            |           |              |          |                |                  |                 |             | \$10,000                            |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$400           | 5         | \$11,330  |           |
| Sonar Inspection (8740')              | 1                   | 16           |           |              |          |                |                  |                 |             |                                     |                | \$67,000 |                 |            |                |               |              |            |             |                |                   |                         | \$2,680         | 17        | \$72,746  |           |
| PipeDiver (incl. spool piece removed) | 1                   | 16           |           |              |          |                |                  |                 |             | \$10,000                            |                |          |                 |            |                |               |              | \$121,042  |             |                |                   |                         | \$5,242         | 17        | \$139,349 |           |
| Hydraulic Modeling                    | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 328       | \$43,264  |           |
| Geotechnical Engineering              |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$240           | 4         | \$6,712   |           |
| Excavate 1 Defect                     | 1                   | 4            | 24        |              |          |                |                  |                 |             | \$10,000                            |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$400           | 29        | \$14,162  |           |
| Corrosion Study & Testing             | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   | \$15,000                | \$600           | 9         | \$17,242  |           |
| Review Sonar                          | 2                   | 6            | 16        | 40           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 64        | \$7,592   |           |
| Review PipeDiver                      | 4                   | 8            | 24        | 80           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 116       | \$13,528  |           |
| QA/QC                                 | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 64        | \$12,352  |           |
| Review All Test Data                  | 4                   | 20           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 24        | \$4,432   |           |
| Risk Assessment                       | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168   |           |
| Prepare Draft Report                  | 8                   | 24           |           |              |          |                |                  |                 |             |                                     | \$17,840       |          |                 |            |                |               |              |            |             |                |                   |                         | \$714           | 32        | \$24,570  |           |
| Prepare Final Report                  | 8                   | 16           | 32        | 32           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 88        | \$11,728  |           |
| Final Report Submittal & Preparation  |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848   |           |
| <i>Subtotal</i>                       |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           | \$395,779 |
| <i>PS #2 Landside (West FM)</i>       |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| Project Implementation Plan           | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004   |           |
| Tailgate Meeting                      | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752     |           |
| CCTV (15,600')                        | 16                  | 40           |           |              |          |                |                  |                 |             | \$5,000                             |                |          |                 | \$26,520   |                |               |              |            |             |                |                   |                         | \$1,261         | 56        | \$43,389  |           |
| Hydraulic Modeling                    | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 328       | \$43,264  |           |
| Geotechnical Engineering              |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$240           | 4         | \$6,712   |           |
| Excavate 2 Defects                    | 2                   | 6            | 48        |              |          |                |                  |                 |             | \$20,000                            |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$800           | 56        | \$27,968  |           |
| Physical Inspection (3 defects)       | 4                   | 6            | 48        |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$1,440         | 58        | \$45,044  |           |
| Corrosion Study & Testing             | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$15,000        | \$600     | 9         | \$17,242  |
| Review CCTV                           | 6                   | 24           | 36        | 60           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 126       | \$16,128  |           |
| QA/QC                                 | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 64        | \$12,352  |           |
| Review All Test Data                  | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$5,144   |           |
| Risk Assessment                       | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168   |           |
| Prepare Draft Report                  | 8                   | 24           | 100       | 120          |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 252       | \$30,416  |           |
| Prepare Final Report                  | 8                   | 16           | 40        | 40           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 104       | \$13,512  |           |
| Final Report Submittal & Preparation  |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848   |           |
| <i>Subtotal</i>                       |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           | \$277,943 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task  | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |           |           |
|---|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|-----------|-----------|
|   | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A       |           |
|   | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| <b>PS #2 TransBay (East FM)</b>                 |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| Project Implementation Plan                     | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004   |           |
| Tailgate Meeting                                | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752     |           |
| CCTV (3,500')                                   | 2                   |              | 8         |              |          |                |                  |                 |             |                                     |                |     |                 | \$5,950    |                |               |              |            |             |                |                   |                         | \$238           | 10        | \$7,568   |           |
| PipeDiver (11,700')                             | 1                   | 16           |           |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                |               |              | \$151,875  |             |                |                   |                         | \$6,475         | 17        | \$171,416 |           |
| SmartBall (11,700') (incl. spool piece removed) | 1                   | 16           |           |              |          |                |                  |                 | \$5,000     |                                     |                |     |                 |            |                |               |              | \$51,591   |             |                |                   |                         | \$2,264         | 17        | \$61,921  |           |
| Hydraulic Modeling                              | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 328       | \$43,264  |           |
| Geotechnical Engineering                        |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                   |                         | \$240           | 4         | \$6,712   |           |
| Excavate 1 Defect                               | 1                   | 4            | 24        |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$400           | 29        | \$14,162  |           |
| Corrosion Study & Testing                       | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                | \$15,000          |                         | \$600           | 9         | \$17,242  |           |
| Review CCTV                                     | 8                   | 8            | 60        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 96        | \$12,348  |           |
| Review PipeDiver                                | 8                   | 12           | 30        | 96           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 146       | \$17,500  |           |
| Review SmartBall                                | 8                   | 16           | 24        | 48           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 96        | \$12,464  |           |
| QA/QC   | 32                  | 60           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 92        | \$17,656  |           |
| Review All Test Data                            | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$5,144   |           |
| Risk Assessment                                 | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168   |           |
| Prepare Draft Report                            | 8                   | 24           | 96        | 120          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 248       | \$29,944  |           |
| Prepare Final Report                            | 8                   | 16           | 40        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 104       | \$13,512  |           |
| Final Report Submittal & Preparation            |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848   |           |
| <i>Subtotal</i>                                 |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           | \$447,625 |
| <b>PS #64 Dual FMs</b>                          |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           |           |
| Project Implementation Plan                     | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004   |           |
| Tailgate Meeting                                | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752     |           |
| CCTV (19,000')                                  | 16                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 | \$32,300   |                |               |              |            |             |                |                   |                         | \$1,292         | 56        | \$44,200  |           |
| Hydraulic Modeling                              | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                   |                         | \$240           | 4         | \$6,712   |           |
| Geotechnical Engineering                        |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$400           | 14        | \$12,492  |           |
| Excavate 1 Defect                               | 2                   | 4            | 8         |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$600           | 9         | \$17,242  |           |
| Corrosion Study & Testing                       | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                | \$15,000          |                         | \$600           | 9         | \$17,242  |           |
| Review CCTV                                     | 8                   | 28           | 40        | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 156       | \$19,848  |           |
| QA/QC   | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 64        | \$12,352  |           |
| Review All Test Data                            | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$5,144   |           |
| Risk Assessment                                 | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168   |           |
| Prepare Draft Report                            | 8                   | 30           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$856           | 38        | \$29,348  |           |
| Prepare Final Report                            | 6                   | 24           | 40        | 40           |          |                |                  |                 |             |                                     | \$21,408       |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 110       | \$14,500  |           |
| Final Report Submittal & Preparation            |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848   |           |
| <i>Subtotal</i>                                 |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |           | \$221,874 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                 | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |          |           |           |
|--------------------------------------|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|----------|-----------|-----------|
|                                      | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A      |           |           |
|                                      | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |           |
| <b>Peñasquitos PS FM</b>             |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |           |
| Project Implementation Plan          | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 38       | \$7,004   |           |
| Tailgate Meeting                     | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 4        | \$752     |           |
| Design & Install 4 Access Points     | 8                   | 24           | 40        | 80           |          |                |                  |                 | \$188,400   |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$7,536   | 152      | \$215,072 |           |
| CCTV (24,900')                       | 16                  | 16           | 16        |              |          |                |                  |                 |             |                                     |                |     | \$49,800        |            |                |               |              |            |             |                |                   |                         |                 | \$1,992   | 48       | \$60,016  |           |
| Hydraulic Modeling                   | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 328      | \$43,264  |           |
| Geotechnical Engineering             |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                   |                         |                 | \$240     | 4        | \$6,712   |           |
| Excavate 1 Defect                    | 2                   | 4            | 8         |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$400     | 14       | \$12,492  |           |
| Corrosion Study & Testing            | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | \$15,000                | \$600           | 9         | \$17,242 |           |           |
| Review CCTV                          | 8                   | 16           | 32        | 160          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 216      | \$25,168  |           |
| QA/QC                                | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 64       | \$12,352  |           |
| Review All Test Data                 | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28       | \$5,144   |           |
| Risk Assessment                      | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 46       | \$6,168   |           |
| Prepare Draft Report                 | 8                   | 58           |           |              |          |                |                  |                 |             |                                     | \$21,408       |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$856     | 66       | \$34,332  |           |
| Prepare Final Report                 | 8                   | 24           | 40        | 50           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 122      | \$15,986  |           |
| Final Report Submittal & Preparation |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28       | \$2,848   |           |
| <i>Subtotal</i>                      |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           | \$464,552 |
| <b>Grove Ave. PS FM</b>              |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |           |
| Project Implementation Plan          | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 38       | \$7,004   |           |
| Tailgate Meeting                     | 2                   | 6            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 8        | \$1,504   |           |
| Design & Install 3 Access Points     | 6                   | 18           | 30        | 60           |          |                |                  |                 | \$141,300   |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$5,652   | 114      | \$161,304 |           |
| CCTV Inspection (19,300')            | 8                   | 8            | 48        |              |          |                |                  |                 |             |                                     |                |     | \$38,600        |            |                |               |              |            |             |                |                   |                         |                 | \$1,544   | 64       | \$48,976  |           |
| Hydraulic Modeling                   | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 328      | \$43,264  |           |
| Geotechnical Engineering             |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 4        | \$472     |           |
| Excavate 1 Defects                   | 2                   | 4            | 8         |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$400     | 14       | \$12,492  |           |
| Corrosion Study & Testing            | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | \$15,000                | \$600           | 9         | \$17,242 |           |           |
| Review CCTV                          | 6                   | 36           | 32        | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 154      | \$19,892  |           |
| QA/QC                                | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 64       | \$12,352  |           |
| Review All Test Data                 | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28       | \$5,144   |           |
| Risk Assessment                      | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 46       | \$6,168   |           |
| Prepare Draft Report                 | 8                   | 40           |           |              |          |                |                  |                 |             |                                     | \$22,300       |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$892     | 48       | \$32,056  |           |
| Prepare Final Report                 | 8                   | 32           | 32        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 112      | \$15,416  |           |
| Final Report Submittal & Preparation |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28       | \$2,848   |           |
| <i>Subtotal</i>                      |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           | \$386,134 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                     | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |     |           |           |
|--|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|-----|-----------|-----------|
|  | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A |           |           |
|  | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           |           |
| <b>Otay River PS FM</b>                  |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           |           |
| Project Implementation Plan              | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 38  | \$7,004   |           |
| Tailgate Meeting                         | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 4   | \$752     |           |
| Design & Install 2 Access Points         | 4                   | 16           | 24        | 72           |          |                |                  |                 | \$94,200    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$3,768   | 116 | \$112,080 |           |
| CCTV Inspection (10,000')                | 2                   | 8            | 20        |              |          |                |                  |                 |             |                                     |                |     | \$20,000        |            |                |               |              |            |             |                |                   |                         |                 | \$800     | 30  | \$25,020  |           |
| Hydraulic Modeling                       | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 328 | \$43,264  |           |
| Geotechnical Engineering                 |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                   |                         |                 | \$240     | 4   | \$6,712   |           |
| Excavate 1 Defect and Test               | 2                   | 4            | 8         |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$400     | 14  | \$12,492  |           |
| Corrosion Study & Testing                | 1                   | 8            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | \$15,000                |                 | \$600     | 9   | \$17,242  |           |
| Review CCTV                              | 2                   | 8            | 12        | 72           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 94  | \$10,836  |           |
| QA/QC                                    | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 64  | \$12,352  |           |
| Review All Test Data                     | 4                   | 20           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 24  | \$4,432   |           |
| Risk Assessment                          | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 46  | \$6,168   |           |
| Prepare Draft Report                     | 8                   | 40           |           |              |          |                |                  |                 |             |                                     | \$19,624       |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$785     | 48  | \$29,273  |           |
| Prepare Final Report                     | 8                   | 24           | 40        | 60           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 132 | \$17,036  |           |
| Final Report Submittal & Preparation     |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28  | \$2,848   |           |
| <i>Subtotal</i>                          |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           | \$307,511 |
| <b>Pt. Loma Digested Sludge Pipeline</b> |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           |           |
| Project Implementation Plan              | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 38  | \$7,004   |           |
| Tailgate Meeting                         | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 4   | \$752     |           |
| Hydraulic Modeling                       | 12                  | 120          | 225       | 110          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 467 | \$62,076  |           |
| Geotechnical Engineering                 |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$10,000       |                   |                         |                 | \$400     | 4   | \$10,872  |           |
| Excavate 5 Defect and Test               | 4                   | 8            | 40        |              |          |                |                  |                 | \$50,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$2,000   | 52  | \$59,016  |           |
| Corrosion Study & Testing                | 4                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | \$65,000                |                 | \$2,600   | 36  | \$74,168  |           |
| QA/QC                                    | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 64  | \$12,352  |           |
| Review All Test Data                     | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28  | \$5,144   |           |
| Risk Assessment                          | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 46  | \$6,168   |           |
| Prepare Draft Report                     | 8                   | 40           |           |              |          |                |                  |                 |             |                                     | \$27,600       |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$1,104   | 48  | \$37,568  |           |
| Prepare Final Report                     | 8                   | 24           | 30        | 48           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 110 | \$14,596  |           |
| Final Report Submittal & Preparation     |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28  | \$2,848   |           |
| <i>Subtotal</i>                          |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           | \$292,564 |
| <b>MBC/NCWRP Centrate Pipeline</b>       |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           |           |
| Project Implementation Plan              | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 38  | \$7,004   |           |
| Tailgate Meeting                         | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 4   | \$752     |           |
| Hydraulic Modeling                       | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 328 | \$43,264  |           |
| Geotechnical Engineering                 |                     |              | 4         |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$10,000       |                   |                         |                 | \$400     | 4   | \$10,872  |           |
| Excavate 2 Defects and Test              | 2                   | 4            | 20        |              |          |                |                  |                 | \$20,000    |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$800     | 26  | \$24,308  |           |
| Corrosion Study & Testing                | 2                   | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | \$35,000                |                 | \$1,400   | 18  | \$39,684  |           |
| QA/QC                                    | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 64  | \$12,352  |           |
| Review All Test Data                     | 4                   | 24           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28  | \$5,144   |           |
| Risk Assessment                          | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 46  | \$6,168   |           |
| Prepare Draft Report                     | 8                   | 40           |           |              |          |                |                  |                 |             |                                     | \$26,760       |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$1,070   | 48  | \$36,694  |           |
| Prepare Final Report                     | 8                   | 24           | 36        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 108 | \$14,464  |           |
| Final Report Submittal & Preparation     |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       | 28  | \$2,848   |           |
| <i>Subtotal</i>                          |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |     |           | \$203,554 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                   | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |                   |     |
|--|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|----------|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------------|-----------------|-----------|-------------------|-----|
|  | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD      | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. |                         |                 |           | Sci. Const. Labs* | V&A |
|  | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| <b>TRUNK SEWERS</b>                    |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| <i>2B Rose Cyn. (New 2nd)</i>          |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| CCTV (30,570')                         | 4                   | 16           | 40        |              |          |                |                  |                 | \$42,798    |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$1,712   |                   |     |
| Sonar (30,570')                        | 4                   | 16           | 40        |              |          |                |                  |                 | \$32,099    |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$1,284   |                   |     |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             | \$10,000       |                         |                 | \$400     |                   |     |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |          | \$4,000         |            |                |               |              |            |             |                |                         |                 | \$160     |                   |     |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |          | \$2,000         |            |                |               |              |            |             |                |                         |                 | \$80      |                   |     |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            | \$10,000    |                |                         |                 | \$400     |                   |     |
| Review CCTV Video & Assessment         | 12                  | 40           | 72        | 120          |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Review Sonar Video & Assessment        | 12                  | 32           | 60        | 110          |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Draft Task Report                      | 8                   | 24           | 64        | 96           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Final Task Report                      | 6                   | 16           | 24        | 24           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
|  |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| <i>4 East Mission Bay</i>              |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| CCTV (21,330')                         | 4                   | 16           | 40        |              |          |                |                  |                 |             |                                     |                |          | \$36,261        |            |                |               |              |            |             |                |                         |                 | \$1,450   |                   |     |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             | \$5,000        |                         |                 | \$200     |                   |     |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |          | \$4,000         |            |                |               |              |            |             |                |                         |                 | \$160     |                   |     |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |          | \$2,000         |            |                |               |              |            |             |                |                         |                 | \$80      |                   |     |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            | \$10,000    |                |                         |                 | \$400     |                   |     |
| Review CCTV Video & Assessment         | 6                   | 20           | 48        | 110          |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Draft Task Report                      | 8                   | 24           |           |              |          |                |                  |                 |             |                                     |                | \$17,840 |                 |            |                |               |              |            |             |                |                         |                 | \$714     |                   |     |
| Final Task Report                      | 8                   | 16           | 24        | 40           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
|  |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| <i>5 N. Mission Valley</i>             |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| CCTV (36,880')                         | 4                   | 16           | 60        |              |          |                |                  |                 | \$51,632    |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$2,065   |                   |     |
| Sonar (36,880')                        | 4                   | 16           | 36        | 8            |          |                |                  |                 | \$38,724    |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$1,549   |                   |     |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             | \$6,000        |                         |                 | \$240     |                   |     |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |          | \$4,000         |            |                |               |              |            |             |                |                         |                 | \$160     |                   |     |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |          | \$2,000         |            |                |               |              |            |             |                |                         |                 | \$80      |                   |     |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            | \$10,000    |                |                         |                 | \$400     |                   |     |
| Review CCTV Video & Assessment         | 8                   | 24           | 60        | 240          |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Review Sonar Video & Assessment        | 8                   | 24           | 42        | 200          |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Draft Task Report                      | 8                   | 36           |           |              |          |                |                  |                 |             |                                     |                | \$17,840 |                 |            |                |               |              |            |             |                |                         |                 | \$714     |                   |     |
| Final Task Report                      | 8                   | 24           | 16        | 40           |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 | \$0       |                   |     |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
|  |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |
| <i>22 Encanto</i>                      |                     |              |           |              |          |                |                  |                 |             |                                     |                |          |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                   | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |                   |     |          |           |
|--|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------------|-----------------|-----------|-------------------|-----|----------|-----------|
|  | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. |                         |                 |           | Sci. Const. Labs* | V&A |          |           |
|  | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (18,350')                         | 4                   | 16           | 60        |              |          |                |                  | \$25,690        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$1,028           | 80  | \$37,518 |           |
| Sonar (18,350')                        | 4                   | 16           | 36        | 8            |          |                |                  | \$19,268        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$771             | 64  | \$28,846 |           |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                         |                 |           | \$240             | 4   | \$6,952  |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000    |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 6                   | 12           | 24        | 120          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 162 | \$18,876 |           |
| Review Sonar Video & Assessment        | 6                   | 10           | 20        | 100          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 136 | \$15,948 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 30           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$619             | 38  | \$23,183 |           |
| Final Task Report                      | 4                   | 32           | 24        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 100 | \$13,600 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          | \$200,303 |
| <i>26 San Ysidro</i>                   |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (29,700')                         | 4                   | 16           | 40        |              |          |                |                  | \$41,580        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$1,663           | 60  | \$51,683 |           |
| Sonar (29,700')                        | 2                   | 8            | 36        |              |          |                |                  | \$31,185        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$1,247           | 46  | \$38,540 |           |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                         |                 |           | \$240             | 4   | \$6,952  |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000    |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 8                   | 24           | 40        | 200          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 272 | \$31,736 |           |
| Review Sonar Video & Assessment        | 6                   | 16           | 32        | 172          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 226 | \$25,992 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 32           |           |              |          |                |                  |                 |             |                                     | \$17,840       |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$714             | 40  | \$25,994 |           |
| Final Task Report                      | 4                   | 32           |           | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 76  | \$10,768 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          | \$247,045 |
| <i>33 Mission Gorge</i>                |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (42,700')                         | 4                   | 24           | 60        |              |          |                |                  |                 |             |                                     |                |     |                 | \$72,590   |                |               |              |            |             |                |                         |                 |           | \$2,904           | 88  | \$87,718 |           |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                         |                 |           | \$240             | 4   | \$6,952  |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000    |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 8                   | 40           | 60        | 260          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 368 | \$43,244 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 32           |           |              |          |                |                  |                 |             |                                     | \$17,710       |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$708             | 40  | \$25,858 |           |
| Final Task Report                      | 8                   | 24           | 16        | 32           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 80  | \$11,264 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          | \$230,416 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                   | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |                   |     |          |           |
|--|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------------|-----------------|-----------|-------------------|-----|----------|-----------|
|  | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. |                         |                 |           | Sci. Const. Labs* | V&A |          |           |
|  | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| <b>35 Mission Village</b>              |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (19,600')                         | 2                   | 12           | 40        |              |          |                |                  | \$27,440        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$1,098           | 54  | \$35,830 |           |
| Sonar (19,600')                        | 2                   | 12           | 40        |              |          |                |                  | \$20,580        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$823             | 54  | \$28,695 |           |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                         |                 |           | \$240             | 4   | \$6,952  |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              | \$10,000   |             |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 4                   | 16           | 36        | 120          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 176 | \$20,568 |           |
| Review Sonar Video & Assessment        | 4                   | 12           | 24        | 108          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 148 | \$17,180 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 28           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$619             | 36  | \$22,827 |           |
| Final Task Report                      | 8                   | 24           | 16        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 88  | \$12,104 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          | \$199,536 |
| <b>47 Carmel Valley</b>                |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (41,000')                         | 8                   | 24           | 60        |              |          |                |                  |                 |             |                                     |                |     |                 | \$69,700   |                |               |              |            |             |                |                         |                 |           | \$2,788           | 92  | \$85,584 |           |
| Geotechnical Engineering               |                     | 6            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$10,000       |                         |                 |           | \$400             | 6   | \$11,468 |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              | \$10,000   |             |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 16                  | 40           | 60        | 230          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 346 | \$41,838 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 24           |           |              |          |                |                  |                 |             |                                     | \$17,710       |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$708             | 32  | \$24,434 |           |
| Final Task Report                      | 4                   | 28           | 16        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 88  | \$11,944 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          | \$230,648 |
| <b>48A Peñasquitos</b>                 |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (61,600')                         | 4                   | 12           | 60        |              |          |                |                  | \$86,240        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$3,450           | 76  | \$99,778 |           |
| Sonar (61,600')                        | 4                   | 16           | 48        |              |          |                |                  | \$64,680        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$2,587           | 68  | \$76,651 |           |
| Geotechnical Engineering               |                     | 8            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$15,000       |                         |                 |           | \$600             | 8   | \$17,024 |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 12           | 36        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                         |                 |           | \$160             | 52  | \$11,416 |           |
| Review CCTV Video & Assessment         | 16                  | 40           | 80        | 400          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 536 | \$62,048 |           |
| Review Sonar Video & Assessment        | 8                   | 32           | 72        | 360          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 472 | \$53,736 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 32           |           |              |          |                |                  |                 |             |                                     | \$17,840       |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$714             | 40  | \$25,994 |           |
| Final Task Report                      | 4                   | 32           |           | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 76  | \$10,768 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                         |                 |           |                   |     |          | \$383,574 |



PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                   | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |                   |     |          |           |
|--|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|--------------|----------------|-------------------------|-----------------|-----------|-------------------|-----|----------|-----------|
|  | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innertine Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancoon Eng. | Southland Geo. |                         |                 |           | Sci. Const. Labs* | V&A |          |           |
|  | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   |     |          |           |
| <b>48B Peñasquitos Relief</b>          |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (25,300')                         | 2                   | 12           | 40        |              |          |                |                  | \$35,420        |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$1,417           | 54  | \$44,129 |           |
| Sonar (25,300')                        | 2                   | 12           | 36        |              |          |                |                  | \$26,565        |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$1,063           | 50  | \$34,448 |           |
| Geotechnical Engineering               |                     | 6            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              | \$10,000       |                         |                 |           | \$400             | 6   | \$11,468 |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |              |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |              |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000     |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 8                   | 24           | 48        | 136          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 216 | \$25,960 |           |
| Review Sonar Video & Assessment        | 8                   | 16           | 32        | 130          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 186 | \$22,018 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 32           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$619             | 40  | \$23,539 |           |
| Final Task Report                      | 4                   | 32           | 16        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 92  | \$12,656 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   | \$0 |          | \$229,598 |
| <b>49 Carroll Canyon</b>               |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (45,700')                         | 4                   | 16           | 48        |              |          |                |                  |                 |             |                                     |                |     |                 | \$77,690   |                |               |              |            |              |                |                         |                 |           | \$3,108           | 68  | \$90,182 |           |
| Geotechnical Engineering               |                     | 6            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              | \$10,000       |                         |                 |           | \$400             | 6   | \$11,468 |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |              |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |              |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000     |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 16                  | 36           | 68        | 270          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 390 | \$46,270 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 32           |           |              |          |                |                  |                 |             |                                     | \$16,530       |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$661             | 40  | \$24,631 |           |
| Final Task Report                      | 4                   | 32           | 16        | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 92  | \$12,656 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   | \$0 |          | \$240,587 |
| <b>50 Rose Canyon Parallel</b>         |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   |     |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 38  | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 4   | \$752    |           |
| CCTV (28,900')                         | 4                   | 8            | 40        |              |          |                |                  |                 |             |                                     |                |     |                 | \$49,130   |                |               |              |            |              |                |                         |                 |           | \$1,965           | 52  | \$58,111 |           |
| Geotechnical Engineering               |                     | 6            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              | \$10,000       |                         |                 |           | \$400             | 6   | \$11,468 |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |              |                |                         |                 |           | \$160             | 36  | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |              |                |                         |                 |           | \$80              | 36  | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000     |                |                         |                 |           | \$400             | 18  | \$12,724 |           |
| Review CCTV Video & Assessment         | 8                   | 24           | 40        | 180          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 252 | \$29,636 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 46  | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 46  | \$6,168  |           |
| Draft Task Report                      | 8                   | 36           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$619             | 44  | \$24,251 |           |
| Final Task Report                      | 4                   | 36           |           | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 80  | \$11,480 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           | \$0               | 28  | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |              |                |                         |                 |           |                   | \$0 |          | \$190,326 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task                                   | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |          |           |
|--|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|----------|-----------|
|  | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A      |           |
|  | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |
| <b>61 2nd La Jolla - Pacific Beach</b> |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752    |           |
| CCTV (25,700')                         | 2                   | 8            | 40        |              |          |                |                  | \$35,980        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$1,439         | 50        | \$43,999 |           |
| Sonar (25,700')                        | 2                   | 8            | 40        |              |          |                |                  | \$26,985        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$1,079         | 50        | \$34,644 |           |
| Geotechnical Engineering               |                     | 6            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$10,000       |                   |                         | \$400           | 6         | \$11,468 |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                   |                         | \$160           | 36        | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                   |                         | \$80            | 36        | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000    |                |                   | \$400                   | 18              | \$12,724  |          |           |
| Review CCTV Video & Assessment         | 8                   | 24           | 48        | 136          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 216       | \$25,960 |           |
| Review Sonar Video & Assessment        | 8                   | 24           | 36        | 120          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 188       | \$22,864 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168  |           |
| Draft Task Report                      | 8                   | 36           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |             |                |                   |                         | \$619           | 44        | \$24,251 |           |
| Final Task Report                      | 4                   | 36           |           | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 80        | \$11,480 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          | \$230,047 |
| <b>93 Olay Mesa</b>                    |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752    |           |
| CCTV (47,200')                         | 4                   | 16           | 60        |              |          |                |                  | \$66,080        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$2,643         | 80        | \$79,523 |           |
| Sonar (47,200')                        | 4                   | 16           | 60        |              |          |                |                  | \$49,560        |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$1,982         | 80        | \$62,342 |           |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                   |                         | \$240           | 4         | \$6,952  |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                   |                         | \$160           | 36        | \$9,288  |           |
| Review CCTV Video & Assessment         | 16                  | 32           | 44        | 320          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 412       | \$47,976 |           |
| Review Sonar Video & Assessment        | 12                  | 24           | 40        | 288          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 364       | \$41,848 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168  |           |
| Draft Task Report                      | 8                   | 36           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |             |                |                   |                         | \$619           | 44        | \$24,251 |           |
| Final Task Report                      | 4                   | 36           |           | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 80        | \$11,480 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          | \$309,821 |
| <b>110 Chollas Creek</b>               |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          |           |
| Project Implementation Plan            | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004  |           |
| Tailgate Meeting                       | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 4         | \$752    |           |
| CCTV (14,600')                         | 2                   | 4            | 28        |              |          |                |                  |                 |             |                                     |                |     |                 | \$24,820   |                |               |              |            |             |                |                   |                         | \$993           | 34        | \$30,265 |           |
| Geotechnical Engineering               |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             | \$6,000        |                   |                         | \$240           | 4         | \$6,952  |           |
| Confirmation CCTV of 2 Typ. Defects    | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                |               |              |            |             |                |                   |                         | \$160           | 36        | \$9,288  |           |
| Physical Insp check groove @ 2 MH      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 | \$2,000    |                |               |              |            |             |                |                   |                         | \$80            | 36        | \$7,208  |           |
| Physical Insp 1 typ. Liner Seam Defect | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            | \$10,000    |                |                   | \$400                   | 18              | \$12,724  |          |           |
| Review CCTV Video & Assessment         | 4                   | 8            | 18        | 100          |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 130       | \$14,920 |           |
| QA/QC                                  | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$9,388  |           |
| Risk Assessment                        | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168  |           |
| Draft Task Report                      | 8                   | 36           |           |              |          |                |                  |                 |             |                                     | \$15,480       |     |                 |            |                |               |              |            |             |                |                   |                         | \$619           | 44        | \$24,251 |           |
| Final Task Report                      | 4                   | 36           |           | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 80        | \$11,480 |           |
| Final Submittal & Production           |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         | \$0             | 28        | \$2,848  |           |
| <i>Subtotal</i>                        |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                |               |              |            |             |                |                   |                         |                 |           |          | \$143,248 |

PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE

EXHIBIT B

| Task  | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |             |
|---|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----------|-----------------|------------|----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|-------------|
|   | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD       | Hibbard Inshore | IGIS Tech. | Innerline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A         |
|   | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 |           |             |
| <i>114 Morena Blvd. Interceptor</i>         |                     |              |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 |           |             |
| Project Implementation Plan                 | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| Tailgate Meeting                            | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| CCTV (24,000')                              | 4                   | 8            | 30        |              |          |                |                  |                 |             |                                     |                |           |                 | \$40,800   |                |               |              |            |             |                |                   |                         |                 | \$1,632   |             |
| Geotechnical Engineering                    |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             | \$6,000        |                   |                         |                 | \$240     |             |
| Confirmation CCTV of 2 Typ. Defects         | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |           |                 | \$4,000    |                |               |              |            |             |                |                   |                         |                 | \$160     |             |
| Physical Insp check groove @ 2 MH           | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |           |                 | \$2,000    |                |               |              |            |             |                |                   |                         |                 | \$80      |             |
| Physical Insp 1 typ. Liner Seam Defect      | 2                   |              | 16        |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            | \$10,000    |                |                   |                         |                 | \$400     |             |
| Review CCTV Video & Assessment              | 6                   | 16           | 40        | 152          |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| QA/QC                                       | 30                  | 16           |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| Risk Assessment                             | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| Draft Task Report                           | 8                   | 36           |           |              |          |                |                  |                 |             |                                     |                | \$15,480  |                 |            |                |               |              |            |             |                |                   |                         |                 | \$619     |             |
| Final Task Report                           | 4                   | 28           | 16        | 40           |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| Final Submittal & Production                |                     |              | 8         | 16           | 4        |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| <i>Subtotal</i>                             |                     |              |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$0       |             |
| Rental of Carbon adsorption column (6 mon.) | 1                   |              |           |              | 1        |                |                  |                 |             |                                     |                |           |                 |            |                |               | \$20,000     |            |             |                |                   |                         |                 | \$800     |             |
|   |                     |              |           |              |          |                |                  |                 |             |                                     |                |           |                 |            |                |               |              |            |             |                |                   |                         |                 | \$136,927 |             |
| <b>FEE TOTALS =</b>                         | 3060                | 7008         | 7221      | 8710         | 149      | \$0            | \$0              | \$0             | \$722,505   | \$613,900                           | \$0            | \$404,090 | \$67,000        | \$0        | \$636,161      | \$70,000      | \$20,000     | \$324,508  | \$176,000   | \$184,000      | \$0               | \$205,000               | \$136,927       | 26,148    | \$7,249,566 |

**PROGRAMMATIC WASTEWATER CONDITION ASSESSMENT PROJECT  
COMPENSATION FEE SCHEDULE**

**EXHIBIT B**

| Task  | Labor Hours Summary |              |           |              |          | Subconsultants |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   | Subconsultant Markup 4% | Total Labor Hrs | Total Fee |           |           |
|---|---------------------|--------------|-----------|--------------|----------|----------------|------------------|-----------------|-------------|-------------------------------------|----------------|-----|-----------------|------------|-----------------|---------------|--------------|------------|-------------|----------------|-------------------|-------------------------|-----------------|-----------|-----------|-----------|
|   | Manager             | Princ. Engr. | Sr. Engr. | Assoc. Engr. | Clerical | ADCO           | Aguirre & Assoc. | American Marine | AquaCoustic | Arrieta Const. & Snow Backhoe Corp. | Brian F. Smith | GHD | Hibbard Inshore | IGIS Tech. | Innertline Eng. | Dr. Mukherjee | Odor Control | Pure Tech. | Sancon Eng. | Southland Geo. | Sci. Const. Labs* |                         |                 |           | V&A       |           |
|   | \$218               | \$178        | \$118     | \$105        | \$56     |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         |                 |           |           |           |
| <b>OPTIONAL ITEMS</b>                                 |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         |                 |           |           |           |
| Seismic Reliability Analysis                          | 16                  | 48           | 200       | 40           |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 304       | \$39,832  |           |
| Centrate Scale Formation Removal                      | 4                   | 8            | 24        |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            | \$50,000    |                |                   |                         | \$2,000         | 36        | \$57,128  |           |
| Additional Inspection Access (Assume 4)               | 8                   | 54           | 80        | 60           |          |                |                  |                 |             | \$188,400                           |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$7,536         | 202       | \$223,032 |           |
| PS#2 Transbay FM Ballast Inspection                   | 2                   | 16           | 10        |              |          |                |                  | \$15,000        |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$600           | 28        | \$20,064  |           |
| <b>E. Mission Gorge FM Clean &amp; Inspection (A)</b> |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         |                 |           |           |           |
| Project Implementation Plan                           | 6                   | 32           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 38        | \$7,004   |           |
| Tailgate Meeting                                      | 1                   | 3            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 4         | \$752     |           |
| Open 40 FM covers                                     | 4                   | 80           | 40        |              |          |                |                  |                 |             |                                     |                |     |                 | \$4,000    |                 |               |              |            |             |                |                   |                         | \$160           | 124       | \$23,992  |           |
| Hydrojet & disposal City Drying Beds                  | 8                   | 32           | 80        |              |          |                |                  |                 |             |                                     |                |     | \$60,000        |            |                 |               |              |            |             |                |                   |                         | \$2,400         | 120       | \$79,280  |           |
| CCTV Inspection (41,600')                             | 4                   | 24           | 40        | 32           |          |                |                  |                 |             |                                     |                |     | \$83,200        |            |                 |               |              |            |             |                |                   |                         | \$3,328         | 100       | \$99,752  |           |
| Hydraulic Modeling                                    | 8                   | 80           | 160       | 80           |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 328       | \$43,264  |           |
| Geotechnical Engineering                              |                     | 4            |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             | \$6,000        |                   |                         | \$240           | 4         | \$6,952   |           |
| Excavate 1 Defect and Test                            | 2                   | 4            | 8         |              |          |                |                  |                 | \$10,000    |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$400           | 14        | \$12,492  |           |
| Corrosion Study & Testing                             | 2                   | 2            |           | 12           |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                | \$15,000          |                         | \$600           | 16        | \$17,652  |           |
| Review CCTV Video & Assessment                        | 16                  | 40           | 58        | 230          |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 344       | \$41,602  |           |
| QA/QC   | 24                  | 40           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 64        | \$12,352  |           |
| Review All Test Data                                  | 4                   | 16           |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 20        | \$3,720   |           |
| Risk Assessment                                       | 4                   | 10           | 12        | 20           |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 46        | \$6,168   |           |
| Prepare Draft Report                                  | 8                   | 40           | 120       | 180          |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 348       | \$41,924  |           |
| Prepare Final Report                                  | 6                   | 12           |           | 60           |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         | \$0             | 78        | \$9,744   |           |
| <i>Subtotal</i>                                       |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         |                 |           |           | \$406,650 |
| <b>OPTIONAL ITEMS SUBTOTALS =</b>                     | 127                 | 545          | 832       | 714          | 0        | \$0            | \$0              | \$15,000        | \$0         | \$198,400                           | \$0            | \$0 | \$0             | \$0        | \$147,200       | \$0           | \$0          | \$0        | \$50,000    | \$6,000        | \$0               | \$15,000                | \$17,264        | 2,218     | \$746,706 |           |
| Remaining Funding                                     |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         |                 |           |           | \$3,728   |
| <b>ADDITIONAL SERVICES TOTAL =</b>                    |                     |              |           |              |          |                |                  |                 |             |                                     |                |     |                 |            |                 |               |              |            |             |                |                   |                         |                 |           |           | \$750,434 |

**NOTES**

- (A) The City provides water through the nearest fire Hydrant, Sludge Drying for free dumping of 40 X 5000 gal. within 50 miles. City to blow off to empty the forcemain TCE to hydrojet the line at 40 manholes
- (B) Based on subconsultant (Sancon) the inspection can proceed carefully with 15,000 cfm fans blowing in to the manholes and release at a manhole in an open space without an odor removal unit. However TCE is budgeting for a rental carbon adsorption column and proper blower on a trailer mount at a fee of \$16,000/6 months. This is an addition to all figures above, TCE will use it as needed. The mechanical engineer with extensive experience with operation of carbon adsorption columns will supervise these odor control activities.

|                            |                    |
|----------------------------|--------------------|
| ITEMS APPLIED IN ALL TASKS | \$542,348          |
| FM                         | \$2,997,536        |
| TS                         | \$3,709,682        |
| <b>TOTAL FEE</b>           | <b>\$7,249,566</b> |

**Additional Services \$750,434**

**TOTAL CONTRACT AMOUNT = 8,000,000**

Assumes subconsultant Mark-up is 4%

\* Non invasive testing is included in our fee. However if invasive testing such as cutting pipe coupons is required, Scientific Construction Labs will perform these services as additional scope

- All direct cost and subconsultants fees are included in this estimate The above rates for Tran Consulting Engineers and subconsultants include all related direct costs such as printing for submittals, telephone, copies, reproducible drawings, mileage and travel (inside San Diego County Limits).

**EXHIBIT B**

**COMPENSATION AND FEE SCHEDULE FOR ADDITIONAL SERVICES**

**BILLING RATES**

| <b>Tran Consulting Engineers<br/>Billing Rates</b> | <b>Hourly<br/>Rate</b> |
|--|------------------------|
| <b>Classification</b>                              |                        |
| Manager  | \$218                  |
| Principal Civil Engineer                           | \$178                  |
| Principal Mechanical Engineer                      | \$178                  |
| Principal Electrical Engineer                      | \$178                  |
| Scientist  | \$178                  |
| Principal Technician                               | \$136                  |
| Senior Engineer                                    | \$118                  |
| Associate Engineer                                 | \$105                  |
| CAD Operator                                       | \$78                   |
| Technician   | \$78                   |
| Clerical   | \$56                   |

Notes

- The above rates for Tran Consulting Engineers include all related direct costs such as printing for submittals, telephone, copies, reproducible drawings, mileage and travel (inside San Diego County Limits).
- Markup on Subconsultant fees is 4%
- Other Direct Costs (ODC's) requested by the City shall be reimbursed at cost. No additional markup. The provisions of this clause also apply to the Consultant's Subcontractors.
- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required). Mileage log identifying "To" and "From" locations, and "Start" and "End" odometer readings is required, and shall accompany Consultant's invoice for payment. Markups are not allowed on mileage. Mileage reimbursement does not apply to vehicle rentals. The provisions of this clause also apply to the Consultant's Subcontractors.
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).

- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

|  |  |                 |
|--|--|-----------------|
| <b>Subcontractor: American Marine</b>  |  | <b>Rate</b>     |
| <b>Underwater Diving Pipeline Inspection Services</b>  |  |                 |
| <b>Billing Rates</b>   |  |                 |
| <b>Classification</b>  |  |                 |
| <b>Boat, 2 Divers, Underwater Cameras, Diving Equipment and other hand tools for one day (8 hours)</b> |  | <b>\$15,000</b> |

|   |  |                    |
|---|--|--------------------|
| <b>Subcontractor: AquaCoustic Remote Technologies</b>   |  | <b>Hourly Rate</b> |
| <b>Sonar/CCTV/Laser Inspection Services</b>   |  |                    |
| <b>Billing Rates</b>  |  |                    |
| <b>Classification</b>   |  |                    |
| <b>CCTV &amp; Sonar Video Inspection and minor traffic control (including labor, equipment and materials) price per linear foot of pipe</b> |  | <b>\$2.45</b>      |

|  |  |                    |
|--|--|--------------------|
| <b>Subcontractor: Arrieta Construction</b> |  | <b>Hourly Rate</b> |
| <b>Engineering/Excavation Contractor</b>   |  |                    |
| <b>Billing Rates</b>                       |  |                    |
| <b>Classification</b>                      |  |                    |
| <b>Large Excavator</b>                     |  | <b>\$116.</b>      |
| <b>Extra Large Excavator</b>               |  | <b>\$201.</b>      |
| <b>Wheel Loaders</b>                       |  | <b>\$112.</b>      |
| <b>Fork Lift</b>                           |  | <b>\$75.</b>       |
| <b>Compactors, Wheeled</b>                 |  | <b>\$25.</b>       |
| <b>Asphalt Roller and Paving Equipment</b> |  | <b>\$20.</b>       |
| <b>Blowers</b>                             |  | <b>\$10.</b>       |
| <b>Welders</b>                             |  | <b>\$20.</b>       |
| <b>Foreman</b>                             |  | <b>\$69.</b>       |
| <b>Operator</b>                            |  | <b>\$54.</b>       |
| <b>Laborer</b>                             |  | <b>\$43.</b>       |

|   |  |                    |
|---|--|--------------------|
| <b>Subcontractor: GHD, Engineering Consulting</b> |  | <b>Hourly Rate</b> |
| <b>Engineering</b>                                |  |                    |
| <b>Billing Rates</b>                              |  |                    |
| <b>Classification</b>                             |  |                    |
| <b>Principal Engineer</b>                         |  | <b>\$190</b>       |
| <b>Senior Engineer</b>                            |  | <b>\$150.</b>      |
| <b>Associate Engineer</b>                         |  | <b>\$105.</b>      |
| <b>Drafter</b>                                    |  | <b>\$80.</b>       |
| <b>Clerical</b>                                   |  | <b>\$55.</b>       |

| <b>Subcontractor: Hibbard Inshore</b>  |                  |
|--|------------------|
| <b>Full Pipe, Remote Vehicle Pipe Inspection</b>                                   |                  |
| <b>Billing Rates</b>   |                  |
| <b>Classification</b>  | <b>Rate</b>      |
| <b>Mobilization of Labor and Equipment/Trip (Lump Sum Cost)</b>                    | <b>\$42,266.</b> |
| <b>Labor, Materials and Equipment for Operation/Day (Including written Report)</b> | <b>\$9,721.</b>  |
| <b>Standby, per day</b>  | <b>\$5,249.</b>  |

| <b>Subcontractor: Innerline Engineering</b>  |                    |
|--|--------------------|
| <b>CCTV Inspection</b>   |                    |
| <b>Billing Rates</b>   |                    |
| <b>Classification</b>  | <b>Hourly Rate</b> |
| <b>CCTV Video Inspection and minor traffic control (including labor, equipment and materials) price per linear foot of pipe</b>  | <b>\$1.70</b>      |
| <b>CCTV Video Inspection for difficult access areas (including labor, equipment and materials) price per linear foot of pipe</b> | <b>\$2.00</b>      |

| <b>Subcontractor: Dr. Mukherjee</b>          |                    |
|--|--------------------|
| <b>Statistical Modeling, Risk Assessment</b> |                    |
| <b>Billing Rates</b>                         |                    |
| <b>Classification</b>                        | <b>Hourly Rate</b> |
| <b>Principal Engineer</b>                    | <b>\$100.</b>      |
| <b>Research Associate</b>                    | <b>\$50.</b>       |

| <b>Subcontractor: Pure Technologies</b>    |                    |
|--|--------------------|
| <b>Specific specialty pipe inspections</b> |                    |
| <b>Billing Rates</b>                       |                    |
| <b>Classification</b>                      | <b>Hourly Rate</b> |
| <b>Subcontractor Project Manager</b>       | <b>\$147.38</b>    |
| <b>Senior Engineer</b>                     | <b>\$140.36</b>    |
| <b>Data Analyst</b>                        | <b>\$105.27</b>    |
| <b>Administrative</b>                      | <b>\$105.27</b>    |



|  |                        |
|--|------------------------|
| <b>Subcontractor: Sancon Engineering,<br/>Physical Inspection Services<br/>Billing Rates</b> | <b>Hourly<br/>Rate</b> |
| <b>Classification</b>  |                        |
| <b>Technician and Equipment</b>  | <b>\$185.</b>          |
| <b>Principal</b>   | <b>\$150.</b>          |
| <b>Confined Space Entry Team of 5 Technicians and<br/>Equipment per shift</b>                | <b>\$10,000.</b>       |

|   |                        |
|---|------------------------|
| <b>Subcontractor: Southland Geotechnical<br/>Geologic and Geotechnical Engineering Services<br/>Billing Rates</b> | <b>Hourly<br/>Rate</b> |
| <b>Classification</b>   |                        |
| <b>Principal</b>  | <b>\$150.</b>          |
| <b>Project Engineer/Geologist</b>   | <b>\$125.</b>          |
| <b>Staff Engineer/Geologist</b>   | <b>\$100.</b>          |
| <b>Field Technician</b>   | <b>\$85.</b>           |

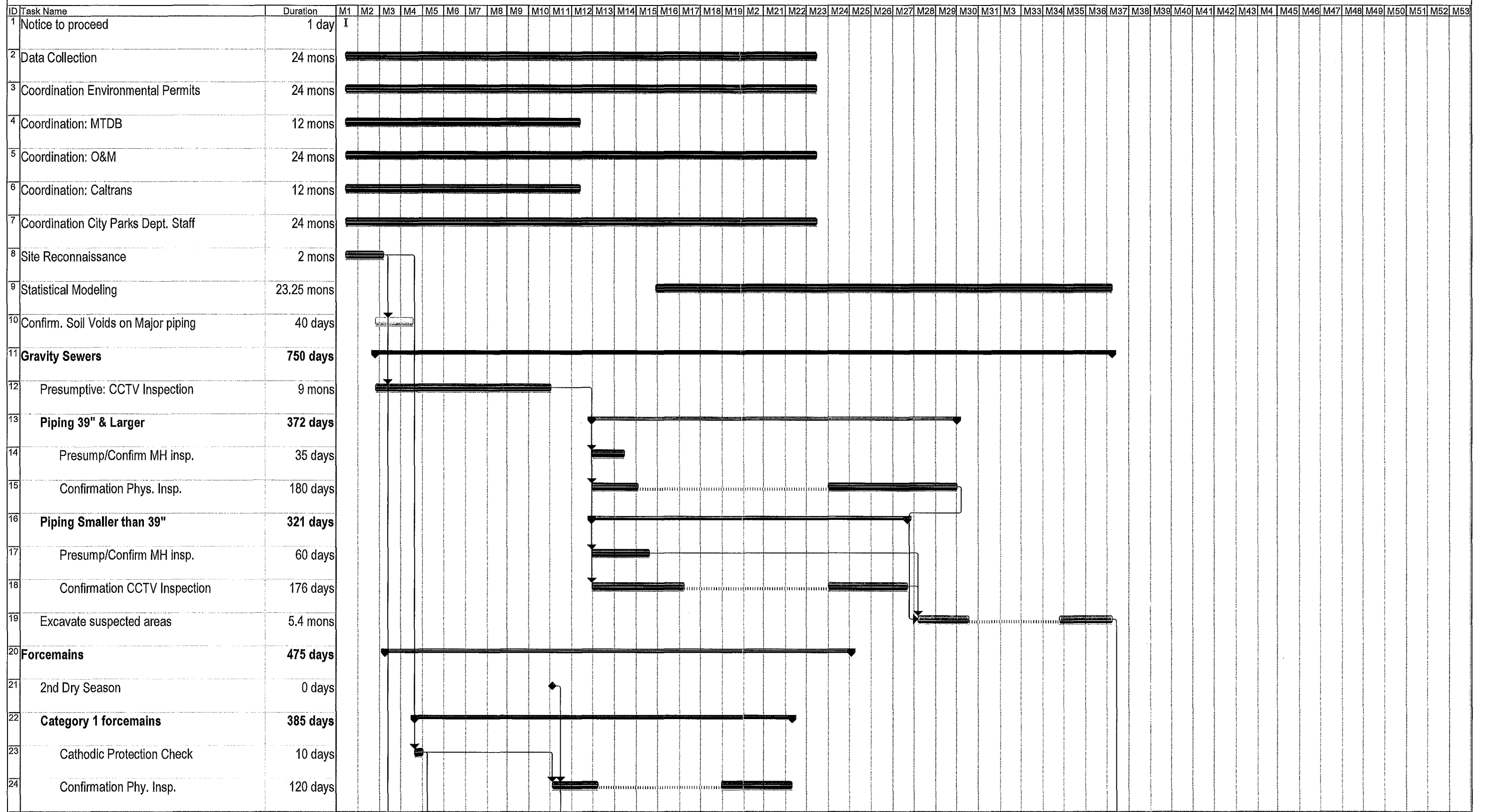
|  |                        |
|--|------------------------|
| <b>Subcontractor: Scientific Construction Labs<br/>Acoustic Monitoring, Leak Detection<br/>Billing Rates</b> | <b>Hourly<br/>Rate</b> |
| <b>Classification</b>  |                        |
| <b>Project Engineer</b>  | <b>\$190.</b>          |
| <b>Associate Engineer</b>  | <b>\$175.</b>          |
| <b>Engineer</b>  | <b>\$145.</b>          |
| <b>Technical Support</b>   | <b>\$60.</b>           |

|   |                        |
|---|------------------------|
| <b>Subcontractor: V&amp;A Consulting Engineers Inc.<br/>Flow Monitoring, Odor Control<br/>Billing Rates</b> | <b>Hourly<br/>Rate</b> |
| <b>Classification</b>   |                        |
| <b>Subcontractor Project Manager</b>  | <b>\$200.</b>          |
| <b>Project Engineer</b>   | <b>\$180.</b>          |
| <b>Technician</b>   | <b>\$100.</b>          |

---END OF FEE SCHEDULE---

# TIME SCHEDULE

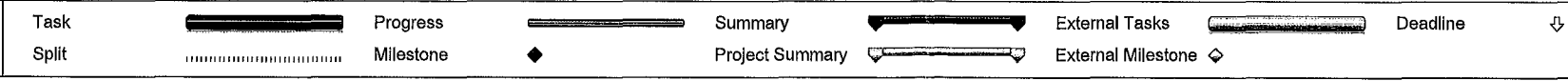
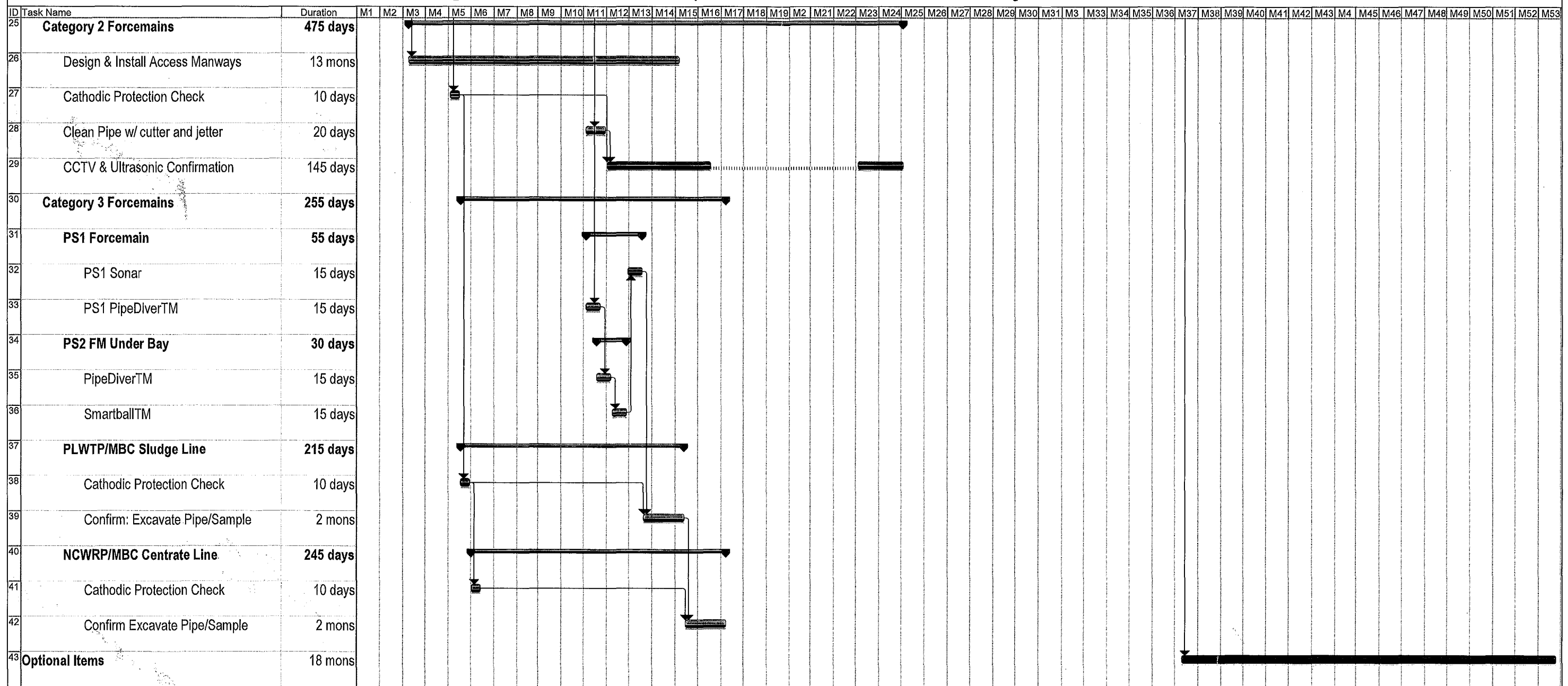
### City of San Diego Programmatic Wastewater Pipelines Condition Assessment Project 2013-2017



Tran Consulting Engineers

|       |           |                 |                    |          |   |
|-------|-----------|-----------------|--------------------|----------|---|
| Task  | Progress  | Summary         | External Tasks     | Deadline | ↓ |
| Split | Milestone | Project Summary | External Milestone |          |   |

### City of San Diego Programmatic Wastewater Pipelines Condition Assessment Project 2013-2017



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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**I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

**II. Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. **Equal Employment Opportunity Outreach Program**. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

**IV. Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.

D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels - The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project,

Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.



Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

**“Other Business Enterprise” (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

|  |                 |
|--|-----------------|
| City of San Diego:                               | ELBE, SLBE      |
| Caltrans:  | DBE, SMBE, SWBE |
| Dept. of General Services:                       | DVBE            |
| CA Public Utilities Commission:                  | MBE, WBE        |
| City of Los Angeles:                             | DBE, WBE, MBE   |
| SD Regional Minority Supplier Diversity Council: | MBE, WBE        |

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report
- DD. Consultant's Past Participation



City of San Diego

# EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

ATTACHMENT AA

## WORK FORCE REPORT

### ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

### CONTRACTOR IDENTIFICATION

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: TRAN CONSULTING ENGINEERS

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 4444 EL CAJON BLVD., SUITE 15

City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92115

Telephone Number: (619) 563-7650 FAX Number: (619) 563-7821

Name of Company CEO: PAUL HOA TRAN

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) FAX Number: ( )

Type of Business: CONSULTING ENGINEERING Type of License: PROFESSIONAL ENGINEERING

The Company has appointed: MS. HUONG NGUYEN

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 4444 EL CAJON BLVD., SUITE 6, SAN DIEGO CA 92115

Telephone Number: (619) 285-1522 FAX Number: (619) 584-0682

- One San Diego County (or Most Local County) Work Force – Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of TRAN CONSULTING ENGINEERS,

(Firm Name)

SAN DIEGO,

(County)

CA

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 7th day of MAY, 2013.

(Authorized Signature)

PAUL HOA TRAN

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): OFFICE

COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY  | (1) Black |     | (2) Hispanic |     | (3) Asian |     | (4) American Indian |     | (5) Filipino |     | (6) White |     | (7) Other |     |
|------------------------|-----------|-----|--------------|-----|-----------|-----|---------------------|-----|--------------|-----|-----------|-----|-----------|-----|
|                        | (M)       | (F) | (M)          | (F) | (M)       | (F) | (M)                 | (F) | (M)          | (F) | (M)       | (F) | (M)       | (F) |
| Management & Financial |           |     |              |     | 2         |     |                     |     |              |     |           |     |           |     |
| Professional           |           |     | 1            |     |           | 3   |                     |     |              |     | 6         |     |           |     |
| A&E, Science, Computer |           |     |              |     | 2         |     |                     |     |              |     | 1         |     |           |     |
| Technical              |           |     |              | 1   |           | 1   |                     |     | 1            |     | 2         |     |           |     |
| Sales                  |           |     |              |     |           |     |                     |     |              |     |           |     |           |     |
| Administrative Support |           |     |              |     |           | 1   |                     |     |              |     |           |     |           |     |
| Services               |           |     |              |     |           |     |                     |     |              |     |           |     |           |     |
| Crafts                 |           |     |              |     |           |     |                     |     |              |     |           |     |           |     |
| Operative Workers      |           |     |              |     |           |     |                     |     |              |     |           |     |           |     |
| Transportation         |           |     |              |     |           |     |                     |     |              |     |           |     |           |     |
| Laborers*              |           |     |              |     |           |     |                     |     |              |     |           |     |           |     |

\*Construction laborers and other field employees are not to be included on this page

|                    |  |  |   |   |   |   |  |  |   |  |   |  |  |  |
|--------------------|--|--|---|---|---|---|--|--|---|--|---|--|--|--|
| Totals Each Column |  |  | 1 | 1 | 4 | 5 |  |  | 1 |  | 9 |  |  |  |
|--------------------|--|--|---|---|---|---|--|--|---|--|---|--|--|--|

Grand Total All Employees 21

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one<sup>1</sup>, two<sup>2</sup> & three<sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county*

## **Exhibit: Work Force Report Job categories**

Refer to this table when completing your firm's Work Force Report form(s).

### **Management & Financial**

|  |
|--|
| Advertising, Marketing, Promotions, Public Relations, and Sales Managers |
| Business Operations Specialists  |
| Financial Specialists  |
| Operations Specialties Managers  |
| Other Management Occupations   |
| Top Executives   |

### **Professional**

|  |
|--|
| Art and Design Workers   |
| Counselors, Social Workers, and Other Community and Social Service Specialists |
| Entertainers and Performers, Sports and Related Workers                        |
| Health Diagnosing and Treating Practitioners                                   |
| Lawyers, Judges, and Related Workers   |
| Librarians, Curators, and Archivists   |
| Life Scientists  |
| Media and Communication Workers  |
| Other Teachers and Instructors   |
| Postsecondary Teachers   |

|   |
|---|
| Primary, Secondary, and Special Education School Teachers |
| Religious Workers   |
| Social Scientists and Related Workers                     |

**Architecture & Engineering, Science, Computer**

|  |
|--|
| Architects, Surveyors, and Cartographers |
| Computer Specialists                     |
| Engineers                                |
| Mathematical Science Occupations         |
| Physical Scientists                      |

**Technical**

|  |
|--|
| Drafters, Engineering, and Mapping Technicians |
| Health Technologists and Technicians           |
| Life, Physical, and Social Science Technicians |
| Media and Communication Equipment Workers      |

**Sales**

|  |
|--|
| Other Sales and Related Workers                    |
| Retail Sales Workers                               |
| Sales Representatives, Services                    |
| Sales Representatives, Wholesale and Manufacturing |
| Supervisors, Sales Workers                         |

**Administrative Support**

|   |
|---|
| Financial Clerks  |
| Information and Record Clerks   |
| Legal Support Workers   |
| Material Recording, Scheduling, Dispatching, and Distributing Workers |
| Other Education, Training, and Library Occupations                    |
| Other Office and Administrative Support Workers                       |
| Secretaries and Administrative Assistants                             |
| Supervisors, Office and Administrative Support Workers                |

**Services**

|   |
|---|
| Building Cleaning and Pest Control Workers                  |
| Cooks and Food Preparation Workers                          |
| Entertainment Attendants and Related Workers                |
| Fire Fighting and Prevention Workers                        |
| First-Line Supervisors/Managers, Protective Service Workers |
| Food and Beverage Serving Workers                           |
| Funeral Service Workers                                     |
| Law Enforcement Workers                                     |
| Nursing, Psychiatric, and Home Health Aides                 |
| Occupational and Physical Therapist Assistants and Aides    |
| Other Food Preparation and Serving Related Workers          |
| Other Healthcare Support Occupations                        |
| Other Personal Care and Service Workers                     |
| Other Protective Service Workers                            |

|   |
|---|
| Personal Appearance Workers                       |
| Supervisors, Food Preparation and Serving Workers |
| Supervisors, Personal Care and Service Workers    |
| Transportation, Tourism, and Lodging Attendants   |

**Crafts**

|  |
|--|
| Construction Trades Workers  |
| Electrical and Electronic Equipment Mechanics, Installers, and Repairers |
| Extraction Workers   |
| Material Moving Workers  |
| Other Construction and Related Workers                                   |
| Other Installation, Maintenance, and Repair Occupations                  |
| Plant and System Operators   |
| Supervisors of Installation, Maintenance, and Repair Workers             |
| Supervisors, Construction and Extraction Workers                         |
| Vehicle and Mobile Equipment Mechanics, Installers, and Repairers        |
| Woodworkers  |

**Operative Workers**

|   |
|---|
| Assemblers and Fabricators                |
| Communications Equipment Operators        |
| Food Processing Workers                   |
| Metal Workers and Plastic Workers         |
| Motor Vehicle Operators                   |
| Other Production Occupations              |
| Printing Workers                          |
| Supervisors, Production Workers           |
| Textile, Apparel, and Furnishings Workers |

**Transportation**

|   |
|---|
| Air Transportation Workers                              |
| Other Transportation Workers                            |
| Rail Transportation Workers                             |
| Supervisors, Transportation and Material Moving Workers |
| Water Transportation Workers                            |

**Laborers**

|  |
|--|
| Agricultural Workers   |
| Animal Care and Service Workers                                    |
| Fishing and Hunting Workers  |
| Forest, Conservation, and Logging Workers                          |
| Grounds Maintenance Workers  |
| Helpers, Construction Trades                                       |
| Supervisors, Building and Grounds Cleaning and Maintenance Workers |
| Supervisors, Farming, Fishing, and Forestry Workers                |

## SUBCONSULTANTS LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that are certified by the City as local businesses shall be counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

| NAME AND ADDRESS<br>SUBCONTRACTORS  | SCOPE OF SERVICES   | PERCENT<br>OF<br>CONTRACT | SLBE/ELBE/MBE/<br>WBE/DBE/<br>DVBE/OBE | WHERE<br>CERTIFIED |
|---|---|---------------------------|--|--------------------|
| ACME Safety & Supply<br>1616 West Ave<br>National City, CA 91950                                | Traffic Control   | 2                         | WBE/DBE/SLBE                           | CALTRANS/<br>CITY  |
| ADCO Underground Services, LLC<br>6272 Lake Leven Dr.<br>San Diego, CA 92119                    | Utility investigation<br>using vacuum excavation            | 2                         | SLBE                                   | CITY               |
| ADS Environmental Services<br>4820 Mercury Street, Ste C<br>San Diego, CA 92111                 | Video & physical<br>inspection of sewer<br>manholes         | 1.5                       | OBE                                    |                    |
| Aguirre & Associates<br>8265 Commercial St., Ste 1<br>La Mesa, CA 91942                         | Surveying, mapping,<br>right-of-way engineering             | 3                         | MBE/DBE/SLBE                           | CALTRANS/<br>CITY  |
| Amlan Mukherjee<br>Michigan Technological University<br>201J Dillman Hall<br>Houghton, MI 49931 | Statistical modeling  | 0.6                       | OBE                                    |                    |
| AquaCoustic Remote Technologies, Inc<br>Suite 147, 2906 W. Broadway<br>Vancouver, BC V6K 2G8    | Multi-Sensor Pipeline<br>Inspection                         | 2                         | OBE                                    |                    |
| Arrieta Construction, Inc.<br>1215 N. Marshal Ave.<br>El Cajon, CA 92020                        | Excavation & pipeline<br>modifications & pipeline<br>repair | 5                         | ELBE                                   | CITY               |
| Brian F. Smith and Associates, Inc.<br>14010 Poway Rd., Suite A<br>Poway, Ca 92064              | Archaeology,<br>Paleontology, Biology                       | 2                         | SLBE                                   | CITY               |
| GHD, Inc.<br>3750 Convoy Street, Suite 220<br>San Diego, CA 92111                               | Engineering support   | 7.5                       | OBE                                    |                    |
| IGIS Technologies<br>10393 San Diego Mission Rd, Ste 212<br>San Diego, CA 92108                 | GIS Services, data<br>preparation, and analysis             | 1                         | DBE                                    | CALTRANS           |
| Innerline Engineering<br>37693 Oxford Dr.   | CCTV  | 3                         | MBE                                    | CALTRANS           |

## ATTACHMENT BB

|  |  |     |                       |                   |
|--|--|-----|-----------------------|-------------------|
| Murrieta, CA 92562   |  |     |                       |                   |
| Northwest Underwater Construction, Inc. (dba Ballard Diving and Salvage)<br>377 Oyster Point Blvd, Suite 11<br>South San Francisco, CA 94080 | Internal Pipeline Inspection   | 3   | OBE                   |                   |
| Pure Technologies US Inc.<br>600 West Broadway , Suite 700<br>San Diego, CA 92101  | Leak Detection Services  | 4   | OBE                   |                   |
| Sancon Engineering Inc<br>5841 Engineer Drive<br>Huntington Beach, CA 92649  | Construction services for assigned physical inspection & cleaning of interceptor & trunk sewers                        | 4   | OBE                   |                   |
| Scientific Construction Laboratories, Inc.<br>3397 Mt. Diablo Blvd, Suite E<br>Lafayette, CA 94549   | Sampling & testing services for condition assessment of sewer pipelines and sewer forcemains                           | 1.5 | OBE                   |                   |
| SewerVUE Technology Corp.<br>4650A Dawson St.<br>Burnaby, B.C.<br>V5C 4C3, CANADA  | Assessment of forcemains & sewers to identify wall thickness of concrete pipes & voids adjacent the sewer or forcemain | 1   | OBE                   |                   |
| Southland Geotechnical Consultants<br>1465 E. Lexington Ave, Unit 7A<br>El Cajon, CA 92019.  | Geologic & geotechnical investigations & soil corrosivity testing  | 3   | WBE DBE SLBE/<br>ELBE | CALTRANS/<br>CITY |
| V&A Consulting Engineers<br>11011 Via Frontera, Suite C<br>San Diego, CA 92127   | Corrosion Engineering & Condition Assessment   | 7.5 | OBE                   |                   |
| Video Inspection Specialists, Inc.<br>4705 W. Santa Ana Ave.<br>Fresno, CA 93722   | CCTV Inspection of Trunk Sewers  | 6   | OBE                   |                   |

\* Listed for informational purposes only.

\*\* Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

## List of Abbreviations:

|  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |
| Small Local Business Enterprise                | SLBE |
| Emerging Local Business Enterprise             | ELBE |



## CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

**PROJECT:** \_\_\_\_\_ **PRIME CONTRACTOR:** \_\_\_\_\_  
**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Include Additional Services Not-to-Exceed Amount

| Subcontractor           | Indicate<br>SLBE, ELBE, MBE,<br>WBE, DBE, DVBE<br>or OBE | Current Period   |                  | Paid to Date     |                  | Original Commitment |                  |
|-------------------------|--|------------------|------------------|------------------|------------------|---------------------|------------------|
|                         |  | Dollar<br>Amount | % of<br>Contract | Dollar<br>Amount | % of<br>Contract | Dollar<br>Amount    | % of<br>Contract |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
|                         |  |                  |                  |                  |                  |                     |                  |
| Prime Contractor Total: |  |                  |                  |                  |                  |                     |                  |
| Contract Total:         |  |                  |                  |                  |                  |                     |                  |

Completed by: \_\_\_\_\_

## CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Project I-San Diego Sonar/Laser/CCTV Condition Assessment for Large Trunk Sewers

TYPE OF PROJECT: Sewer Inspection & Assessment

ESTIMATED \$ VALUE OF PROJECT: \$370,600

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONTRACTOR, DESIGNER, SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES | WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone OR SDB/OSB | WHERE CERTIFIED |
|--|--|---|---|--|-----------------|
| Name: <u>AquaCoustic</u><br>Address: <u>2096 W. Broadway</u><br>City: <u>Vancouver</u> State: <u>BC Canada</u><br>Zip: <u>V6K2G8</u> Phone: <u>412-999-4783</u>          | Contractor                               | Sewer Inspection                              | \$166,021   | OBE  |                 |
| Name: <u>Innerline Engineering</u><br>Address: <u>37693 Oxford Dr.</u><br>City: <u>Murrieta</u> State: <u>CA</u><br>Zip: <u>92562</u> Phone: <u>951-830-8310</u>         | Contractor                               | Sewer Inspection                              | \$24,678  | MBE  | CALTRANS        |
| Name: <u>ACME Safety &amp; Supply</u><br>Address: <u>1616 West Avenue</u><br>City: <u>National City</u> State: <u>CA</u><br>Zip: <u>91095</u> Phone: <u>619-299-5100</u> | Supplier                                 | Traffic Control Devices                       | \$4,335   | SLBE, DBE, WBE   | CALTRANS        |

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

|   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WOSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

|  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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## CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Project 1-San Diego Sonar/Laser/CCTV Condition Assessment for Large Trunk Sewers

TYPE OF PROJECT: Sewer Inspection & Assessment

ESTIMATED \$ VALUE OF PROJECT: \$370,600

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONTRACTOR, DESIGNER, SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF PARTICIPATION FOR MATERIALS OR SUPPLIES | MBE WBE DBE SLBE SDB WOSB HUBZone OR SDVOSB | OTHER (CERTIFIED) |
|---|--|---|--|---|-------------------|
| Name: <u>ADS</u><br>Address: <u>4820 Mercury St, Suite C</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92119</u> Phone: <u>858-571-0045</u> | Contractor                               | Confined Space Entry                          | \$3,227  | OBE   |                   |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____  |  |   |  |   |                   |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____  |  |   |  |   |                   |

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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### CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Project 2 – Phase IV Condition Assessment

TYPE OF PROJECT: Sewer Inspection & Assessment

ESTIMATED \$ VALUE OF PROJECT: \$2.6 Million

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONTRACTOR DESIGNER, SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES | MBE, WBE, DBE, SLBE, SDB, WOSB, HUBZone OR SDVOSB | AGENCY CERTIFIED |
|--|---|---|---|---|------------------|
| Name: <u>Innerline Engineering</u><br>Address: <u>37693 Oxford Drive</u><br>City: <u>Murrieta</u> State: <u>CA</u><br>Zip: <u>92562</u> Phone: <u>951-830-8310</u>       | Contractor                              | CCTV Inspection                               | \$192,599   | MBE   | CALTRANS         |
| Name: <u>ACME Safety &amp; Supply</u><br>Address: <u>1616 West Avenue</u><br>City: <u>National City</u> State: <u>CA</u><br>Zip: <u>91950</u> Phone: <u>619-299-5100</u> | Supplier                                | Traffic Control Equipment Supplier            | \$94,658  | SLBE, DBE, SWBE                                   | CALTRANS/CITY    |
| Name: <u>Katz, Okitsu &amp; Associates</u><br>Address: <u>Purchased by KOA Corp. Designer</u><br>City: _____ State: _____<br>Zip: _____ Phone: <u>619-683-2933</u>       | Designer                                | Traffic Control Design                        | \$31,375  | MBE   | CALTRANS         |

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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### CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Project 2 – Phase IV Condition Assessment  
 TYPE OF PROJECT: Sewer Inspection & Assessment ESTIMATED \$ VALUE OF PROJECT: \$2.6 Million

| NAME ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONTRACTOR DESIGNER SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES | MBE WBE DBE DVBE OBE ELBE SDB WOSB HUBZone OR SDVOSB | WHERE PERFORMED |
|--|--|--|---|--|-----------------|
| Name: <u>Augirre &amp; Associates</u><br>Address: <u>8265 Commercial Street, Suite 1</u><br>City: <u>La Mesa</u> State: <u>CA</u><br>Zip: <u>91942</u> Phone: <u>619-464-67978</u> | Contractor                             | Surveying                                    | \$9,447   | MBE, SLBE  | CALTRANS/CITY   |
| Name: <u>Jamison Engineering</u><br>Address: <u>17197 Newhope Street</u><br>City: <u>Fountain Valley</u> State: <u>CA</u><br>Zip: <u>92708</u> Phone: <u>714-434-9196</u>          | Contractor                             | Miscellaneous Construction Work              | \$5,247   | OBE  |                 |
| Name: <u>ADS</u><br>Address: <u>4820 Mercury St, Suite C</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92119</u> Phone: <u>858-571-0045</u>                            | Contractor                             | Inspection                                   | \$17,267  | OBE  |                 |

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- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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NAME OF PROJECT: Project 2 – Phase IV Condition Assessment

TYPE OF PROJECT: Sewer Inspection & Assessment

ESTIMATED \$ VALUE OF PROJECT: \$2.6 Million

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONTRACTOR, DESIGNER, SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF PARTICIPATION OR MATERIALS OR SUPPLIES | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone OR SDVOSB | CERTIFIED |
|---|--|---|---|--|-----------|
| Name: <u>Empire Cleaning</u><br>Address: <u>P.O. Box 8035</u><br>City: <u>Anaheim</u> State: <u>CA</u><br>Zip: <u>92812</u> Phone: <u>714-639-8352</u>                  | Contractor                               | CCTV & Cleaning Sewer                         | \$396,932   | SBE  | LA        |
| Name: <u>Video Inspection Services</u><br>Address: <u>4705 Santa Ana Avenue</u><br>City: <u>Fresno</u> State: <u>CA</u><br>Zip: <u>93722</u> Phone: <u>559-276-0186</u> | Contractor                               | Sewer Inspection                              | \$192,843   | OBE  |           |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____  |  |   |   |  |           |

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- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

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- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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NAME OF PROJECT: Project 3 – Physical Inspection and Condition Assessment (OCSD Project)  
 TYPE OF PROJECT: Sewer Inspection & Assessment ESTIMATED \$ VALUE OF PROJECT: \$1.2 Million

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF PARTICIPATION FOR MATERIALS OR SUPPLIES | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSE | WHERE OBTAINED |
|---|---|---|--|---|----------------|
| Name: <u>California Pipe Inspection</u><br>Address: <u>Out of Business</u><br>City: _____ State: _____<br>Zip: _____ Phone: _____   | Contractor                                | Sewer Inspection                              | \$380,000  | SBE   | LA             |
| Name: <u>Jamison Engineering</u><br>Address: <u>17197 Newhope Street</u><br>City: <u>Fountain Valley</u> State: <u>CA</u><br>Zip: <u>92708</u> Phone: <u>714-434-9196</u> | Contractor                                | Miscellaneous Construction Work               | \$25,000   | OBE   |                |
| Name: <u>Lifecom</u><br>Address: <u>5081 Argosy Avenue</u><br>City: <u>Huntington Beach</u> State: <u>CA</u><br>Zip: <u>92649</u> Phone: <u>714-824-5178</u>              | Supplier                                  | Safety Equipment Supplier                     | \$20,000   | OBE   |                |

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSE |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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NAME OF PROJECT: Project 4 – Bay Ductile Iron Pressure Sewer Assessment

TYPE OF PROJECT: Sewer Inspection & Assessment

ESTIMATED \$ VALUE OF PROJECT: \$70,000

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONTRACTOR, DESIGNER, SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF PARTICIPATION FOR MATERIALS OR SUPPLIES | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB | WHETHER CERTIFIED |
|---|--|---|--|---|-------------------|
| Name: <u>California Pipe Inspection</u><br>Address: <u>Out of Business</u><br>City: _____ State: _____<br>Zip: _____ Phone: _____   | Contractor                               | Sewer Inspection                              | \$5,000  | SBE   | LA                |
| Name: <u>ConCeCo</u><br>Address: <u>Out of Business</u><br>City: _____ State: _____<br>Zip: _____ Phone: _____  | Contractor                               | Testing Laboratory                            | \$10,000   | SBE   | LA                |
| Name: <u>Jamison Engineering</u><br>Address: <u>17197 Newhope Street</u><br>City: <u>Fountain Valley</u> State: <u>CA</u><br>Zip: <u>92708</u> Phone: <u>714-434-9196</u> | Contractor                               | Miscellaneous Construction Work               | \$5,000  | OBE   |                   |

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- |   |        |  |         |
|---|--------|--|---------|
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| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

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- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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NAME OF PROJECT: Project 5 – Sewer Main & Trunk Sewer Annual Inspection

TYPE OF PROJECT: Sewer Inspection & Assessment

ESTIMATED \$ VALUE OF PROJECT: \$830,032

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONTRACTOR DESIGNER, SUPPLIER OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF PARTICIPATION OR MATERIALS OR SUPPLIES | MBE, WBE, DBE, SDB, WOSB, HUBZone OR SDA/OSP | WHERE CERTIFIED |
|--|---|---|---|--|-----------------|
| Name: <u>Innerline Engineering</u><br>Address: <u>37693 Oxford Drive</u><br>City: <u>Murrieta</u> State: <u>CA</u><br>Zip: <u>92562</u> Phone: <u>951-830-8310</u> | Contractor                              | Sewer Inspection                              | \$622,524   | MBE  | CALTRANS        |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____   |   |   |   |  |                 |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____   |   |   |   |  |                 |

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- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WOSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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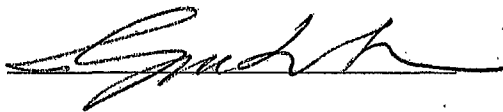
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

**PROJECT TITLE:** CITY OF SAN DIEGO PROGRAMMATIC WASTEWATER PIPELINES  
CONDITION ASSESSMENT FOR 2013-2017 (CONTRACT NO. H135877)

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:

**FIRM NAME:** TRAN CONSULTING ENGINEERS

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 Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed   
Printed Name PAUL HOA TRAN  
Title PRESIDENT  
Date 11/15/2012

## City of San Diego

**EXHIBIT F**

### Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

|  |  |  |  |
|--|--|--|--|
| <b>1. PROJECT DATA</b>   |  | <b>2. CONSULTANT DATA</b>  |  |
| 1a. Project (title, location and CIP No.):                       |  | 2a. Name and address of Consultant:  |  |
| 1b. Brief Description:   |  | 2b. Consultant's Project Manager:  |  |
| 1c. Budgeted Cost:   |  | Phone (     ) _____  |  |
| <b>3. CITY DEPARTMENT RESPONSIBLE</b>                            |  |  |  |
| 3a. Department (include division):                               |  | 3b. Project Manager (address & phone):   |  |
| <b>4. CONTRACT DATA (DESIGN AND CONSTRUCTION)</b>                |  |  |  |
| <b>4. Design</b>   |  |  |  |
| 4a. Agreement Date: _____  |  | Resolution #: _____ \$ _____   |  |
| 4b. Amendments: \$ _____ / # _____ (city)                        |  | \$ _____ / # _____ (consultant)  |  |
| 4c. Total Agreement (4a. & 4b.): \$ _____                        |  |  |  |
| 4d. Type of Work (design, study, etc.):                          |  | 4e. Key Contract Completion Dates:   |  |
|  |  | _____ %    _____ %    _____ %    _____ %    _____ % <u>100</u> %                           |  |
|  |  | Agreement            _____<br>Delivery                _____<br>Acceptance            _____ |  |
| <b>5. Construction</b>   |  |  |  |
| 5a. Contractor _____   |  | Phone (     ) _____  |  |
| <i>(name and address)</i>  |  |  |  |
| 5b. Superintendent _____   |  |  |  |
| 5c. Notice to Proceed _____ (date)                               |  | 5f. Change Orders:   |  |
| 5d. Working days _____ (number)                                  |  | Errors/Omissions            _____ % of const. cost \$ _____                                |  |
| 5e. Actual Working days _____ (number)                           |  | Unforeseen Conditions        _____ % of const. cost \$ _____                               |  |
|  |  | Changed Scope                _____ % of const. cost \$ _____                               |  |
|  |  | Changes Quantities            _____ % of const. cost \$ _____                              |  |
|  |  | Total Construction Cost \$ _____   |  |
| <b>6. OVERALL RATING (Please ensure Section II is completed)</b> |  |  |  |
|  |  | Excellent                    Satisfactory                    Poor                          |  |
| 6a. Plans/specification accuracy.....                            |  | _____  |  |
| Consistency with budget.....                                     |  | _____  |  |
| Responsiveness to City Staff.....                                |  | _____  |  |
| 6b. Overall Rating _____   |  |  |  |
| <b>7. AUTHORIZING SIGNATURES</b>                                 |  |  |  |
| 7a. Project Manager _____  |  | Date _____   |  |
| 7b. Deputy Director _____  |  | Date _____   |  |

| PLANS / SPECIFICATION ACCURACY                         | EXCELLENT | SATISFACTORY | POOR | N/A | RESPONSIVENESS TO STAFF                        | EXCELLENT        | SATISFACTORY        | POOR        | N/A        |
|--|-----------|--------------|------|-----|--|------------------|---------------------|-------------|------------|
| Plan/Specification clear and precise                   |           |              |      |     | Timely Responses                               |                  |                     |             |            |
| Plans/Specs Coordination                               |           |              |      |     | Attitude toward Client and review bodies       |                  |                     |             |            |
| Plans/Specs properly formatted                         |           |              |      |     | Follows direction and chain of responsibility  |                  |                     |             |            |
| Code Requirements covered                              |           |              |      |     | Work product delivered on time                 |                  |                     |             |            |
| Adherence to City Standard Drawings/Specs              |           |              |      |     | Timeliness in notifying City of major problems |                  |                     |             |            |
| Drawings reflect existing conditions                   |           |              |      |     | Resolution of Field problems                   |                  |                     |             |            |
| As-Built Drawings                                      |           |              |      |     | <b>CONSISTENCY WITH BUDGET</b>                 | <b>EXCELLENT</b> | <b>SATISFACTORY</b> | <b>POOR</b> | <b>N/A</b> |
| Quality Design   |           |              |      |     | Reasonable Agreement negotiation               |                  |                     |             |            |
| Change Orders due to design deficiencies are minimized |           |              |      |     | Adherence to fee schedule                      |                  |                     |             |            |
|  |           |              |      |     | Adherence to project budget                    |                  |                     |             |            |
|  |           |              |      |     | Value Engineering Analysis                     |                  |                     |             |            |
|  |           |              |      |     |  |                  |                     |             |            |
|  |           |              |      |     |  |                  |                     |             |            |

**Section III**

**SUPPLEMENTAL INFORMATION**

Please ensure to attach additional documentation as needed.

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)

**“RESERVED”**

**City of San Diego Purchasing & Contracting Department**

**CONTRACTOR STANDARDS**

***Pledge of Compliance***

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days

**A. PROJECT TITLE:**

City of San Diego's Programmatic Wastewater Pipelines Condition Assessment 2013-2017 (Contract No. H135877)

**B. BIDDER/CONTRACTOR INFORMATION:**

Tran Consulting Engineers

|                               |           |              |              |
|-------------------------------|-----------|--------------|--------------|
| Legal Name                    |           | DBA          |              |
| 4444 El Cajon Blvd., Suite 15 | San Diego | CA           | 92115        |
| Street Address                | City      | State        | Zip          |
| Paul Hoa Tran, President      |           | 619-563-7650 | 619-563-7821 |
| Contact Person, Title         |           | Phone        | Fax          |

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use Pledge of Compliance Attachment "A" if more space is required.

**Corporation** Date incorporated: 5/29/2001 State of incorporation: California

List corporation's current officers: President: Paul Hoa Tran  
Vice Pres: Paul Hoa Tran  
Secretary: Paul Hoa Tran  
Treasurer: Paul Hoa Tran

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

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**Limited Liability Company** Date formed:  / /  State of formation:

List names of members who own five percent (5%) or more of the company:

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**Partnership** Date formed:  / /  State of formation:

List names of all firm partners:

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**Sole Proprietorship** Date started:

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

---

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**Joint Venture** Date started:

List each firm in the joint venture and its percentage of ownership:

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**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.



**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION: This document is submitted as:**

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated: 7/02/2012

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Paul Hoa Tran, President  
Print Name, Title

  
Signature

11/15/2012  
Date

City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS

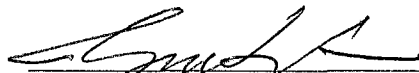
*Pledge of Compliance Attachment "A"*

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

[Empty rectangular box for providing additional information]

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Paul Hoa Tran, President  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

11/15/2012  
\_\_\_\_\_  
Date

**INSTRUCTION SHEET FOR**  
**DISCLOSURE DETERMINATION FOR CONSULTANT**  
**(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

**DISCLOSURE DETERMINATION FOR CONSULTANT**

*\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

- 1. Department / Board / Commission / Agency Name: City of San Diego  
Public Utilities Department
- 2. Name of Specific Consultant & Company: Tran Consulting Engineers  
Paul Hoa Tran
- 3. Address, City, State, ZIP 4444 El Cajon Blvd., #15  
San Diego, CA 92115
- 4. Project Title (as shown on 1472, "Request for Council Action") Programmatic Wastewater Pipelines Condition Assessment 2013-207
- 5. Consultant Duties for Project: The Consultant will provide condition assessment services for wastewater pipelines.
- 6. Disclosure Determination [select applicable disclosure requirement]:

Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

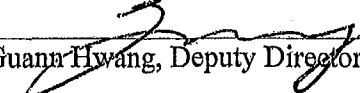
- or -

Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

By:   
Guann Hwang, Deputy Director

5/16/13  
[Date]

*Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.*

## DEFINITION OF "CONSULTANT"

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
  2. Adopt or enforce a law;
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

Regulation 18701 (a)(2)  
[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)  
1/28/2006

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:  
CITY OF SAN DIEGO  
**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

## COMPANY INFORMATION

|  |                                  |
|--|----------------------------------|
| Company Name: Tran Consulting Engineers                            | Contact Name: Paul Hoa Tran      |
| Company Address: 4444 El Cajon Blvd., Suite 15, San Diego CA 92115 | Contact Phone: 619-563-7650      |
|  | Contact Email: Tran@tran-c-e.com |

## CONTRACT INFORMATION

|  |             |
|--|-------------|
| Contract Title: City of San Diego's Programmatic Wastewater Pipelines Condition Assessment 2013-2017 | Start Date: |
| Contract Number (if no number, state location): H135877  | End Date:   |

## SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Paul Hoa Tran, President

Name/Title of Signatory

  
Signature

11/15/2012

Date

## FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst:  Approved  Not Approved - Reason:

**REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

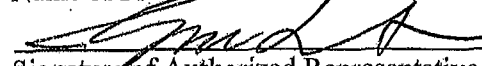
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

**It will be the Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Tran Consulting Engineers

\_\_\_\_\_  
Name of Firm

  
\_\_\_\_\_  
Signature of Authorized Representative

Paul Hoa Tran

\_\_\_\_\_  
Printed/Typed Name

11/15/2012

\_\_\_\_\_  
Date



**CONSULTANT CERTIFICATION**

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**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**PROJECT TITLE:** City of San Diego's Programmatic Wastewater Pipelines Condition  
Assessment 2013-201.7 (Contract No. H135877)

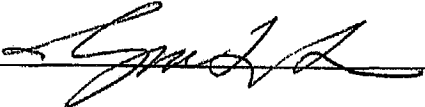
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I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

Tran Consulting Engineers

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed   
Printed Name Paul Hoa Tran  
Title President