



CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
December 1, 2008
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES

Work Session of November 17, 2008
Regular Meeting of November 17, 2008

b. SERVICE AGREEMENT WITH SPECIALIZED SURFACING, UTILITY PAVING AND CONSTRUCTION, LLC, FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES

City Council will consider a request to approve a Purchase Agreement with Specialized Surfacing, Utility Paving, & Construction LLC, for the installation of speed humps and speed tables in the amount of \$59,009, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE AND ASSOCIATES FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF WELL 20

City Council will consider a request to approve a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 20 with a not-to-exceed amount of \$108,385, and authorize the Mayor or City Manager and City Clerk to execute the contract document. The City Council will take appropriate action.

d. PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE AND ASSOCIATES FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF WELL 24 AND TRANSMISSION LINE

City Council will consider a request to approve a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 24 and an associated water transmission line with a not-to-exceed amount of \$133,310, and authorize the Mayor or City Manager and City Clerk to execute the contract document. The City Council will take appropriate action.

e. RESOLUTION 2788-1208 - AMENDING SANITATION SERVICE RATES

City Council will consider a resolution amending the monthly sanitation service rates. The Council will take appropriate action.

f. ORDINANCE 1337-1208 - TRANSFER OF PROPERTY TO EL PASO NATURAL GAS NEAR BUCKEYE ROAD AND AVONDALE BLVD.

City Council will consider an ordinance authorizing a transfer of property near the northeast corner of Buckeye Road and Avondale Boulevard from the City of Avondale to El Paso Natural Gas and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 1336-1208 - AUTHORIZING THE PURCHASE OF THE RIGBY WATER COMPANY

City Council will consider an ordinance approving the aquisition of the Rigby Water Company located in the Southern Avondale Planning Area, by purchase or condemnation and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING - CU-08-5 CAMP BOW WOW

City Council will hold a public hearing and consider a request from Heather Frane on behalf of Avondale Commerce Center LLC for approval of a Conditional Use Permit for Camp Bow Bow, a 4,988 sf animal boarding facility located at the northwest corner of El Mirage Road and Van Buren Street. The Council will take appropriate action.

5 PUBLIC HEARING AND ORDINANCE 1338-1208 – WATER & SEWER USER CHARGES

City Council will hold a public hearing and consider an ordinance amending water & sewer user charges. The Council will take appropriate action.

6 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding (i) a potential economic development agreement, (ii) a recycling contract subject to negotiation and (iii) the *Home Builders Association of Central Arizona v. City of Avondale* litigation.

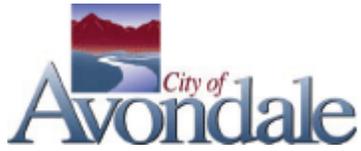
7 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

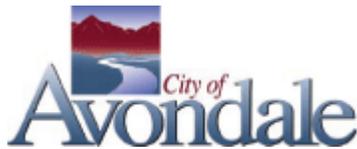
MEETING DATE:
December 1, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Service Agreement with Specialized Surfacing, Utility Paving and Construction, LLC, for the installation of traffic calming devices

MEETING DATE:

December 1, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Purchase Agreement with Specialized Surfacing, Utility Paving, & Construction LLC, for the installation of speed humps and speed tables in the amount of \$59,009, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 18, 2007, City Council adopted Resolution No. 2658-607 establishing the City of Avondale Neighborhood Traffic Management Program (NTMP). The Neighborhood Traffic Management Program establishes policy and procedures for residents to request traffic calming features in order to address excessive vehicle speeds and traffic volumes on residential roadways in their neighborhoods.

DISCUSSION:

Three (3) neighborhoods which qualified to participate in the program have recently returned complete petitions for speed hump and speed table projects with the minimum of 80% of property owner approval as required per NTMP policy. These neighborhoods include: the Old Avondale South (south of Main Street) Neighborhood bounded by Harrison Road in the north, 4th Street in the east, Elm Lane in the south, and Central Avenue in the west; the Old Avondale North (north of Main Street) Neighborhood bounded by Holly Lane in the north, Central Avenue in the east, Rhodes Avenue in the south, and 3rd Street in the west; and the Palm Gardens Neighborhood bounded by Encanto Boulevard in the north, 115th Lane in the east, Palm Lane in the south, and 116th Lane in the west. Because there is a consensus for the speed humps, the City of Avondale will move forward with installation of the speed humps and speed tables at the request of residents. Three (3) speed humps will be installed in the Old Avondale South Neighborhood, twelve (12) speed humps will be installed in the Old Avondale North Neighborhood, and eight (8) speed humps and three (3) speed tables will be installed in the Palm Gardens Neighborhood.

SCOPE OF WORK:

The scope of work for this project will include, but is not limited to:

- Placement of door hangers for resident notification of those immediately adjacent to speed hump or speed table locations
- Milling existing asphalt

- Installation of speed humps and speed tables per the City of Avondale Standard Details
- Temporary traffic control signage
- Application of pavement markings

Staff has prepared neighborhood newsletters that will be mailed to all residents within the neighborhood boundaries, notifying them of the NTMP history for their neighborhood and the upcoming project. City staff will install permanent signs pre-purchased for the NTMP program associated with the speed humps and speed tables on each street as appropriate.

BID PROCESS:

The City of Avondale will be utilizing an existing contract the City of Chandler has for speed hump and speed table installation services. The current contract (TE7-745-2441) with Specialized Surfacing, Utility Paving, & Construction, LLC, was approved by the City of Chandler on March 26, 2008, and is valid for a period of three (3) years (the "Chandler Contract"). The City is permitted by Section 25-24 of the City Code to make purchases under the Chandler Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Chandler Contract. The City utilized this contract last fiscal year for speed hump installation.

SCHEDULE:

The contractor estimates it will take approximately eight (8) weeks for the project to be completed. A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Pre-Construction Conference	12/2/2008
Notice-to-Proceed	12/2/2008
Begin Construction	12/3/2008
Completion	2/6/2009

BUDGETARY IMPACT:

Funding for this project in the amount of \$59,009 is available in the Capital Improvement Program Street Fund Line Item 304-1199-00-8420 - Neighborhood Traffic Calming Project.

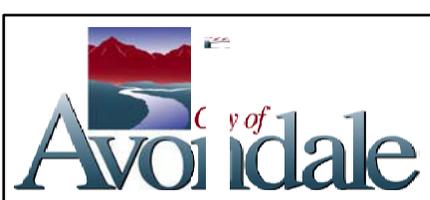
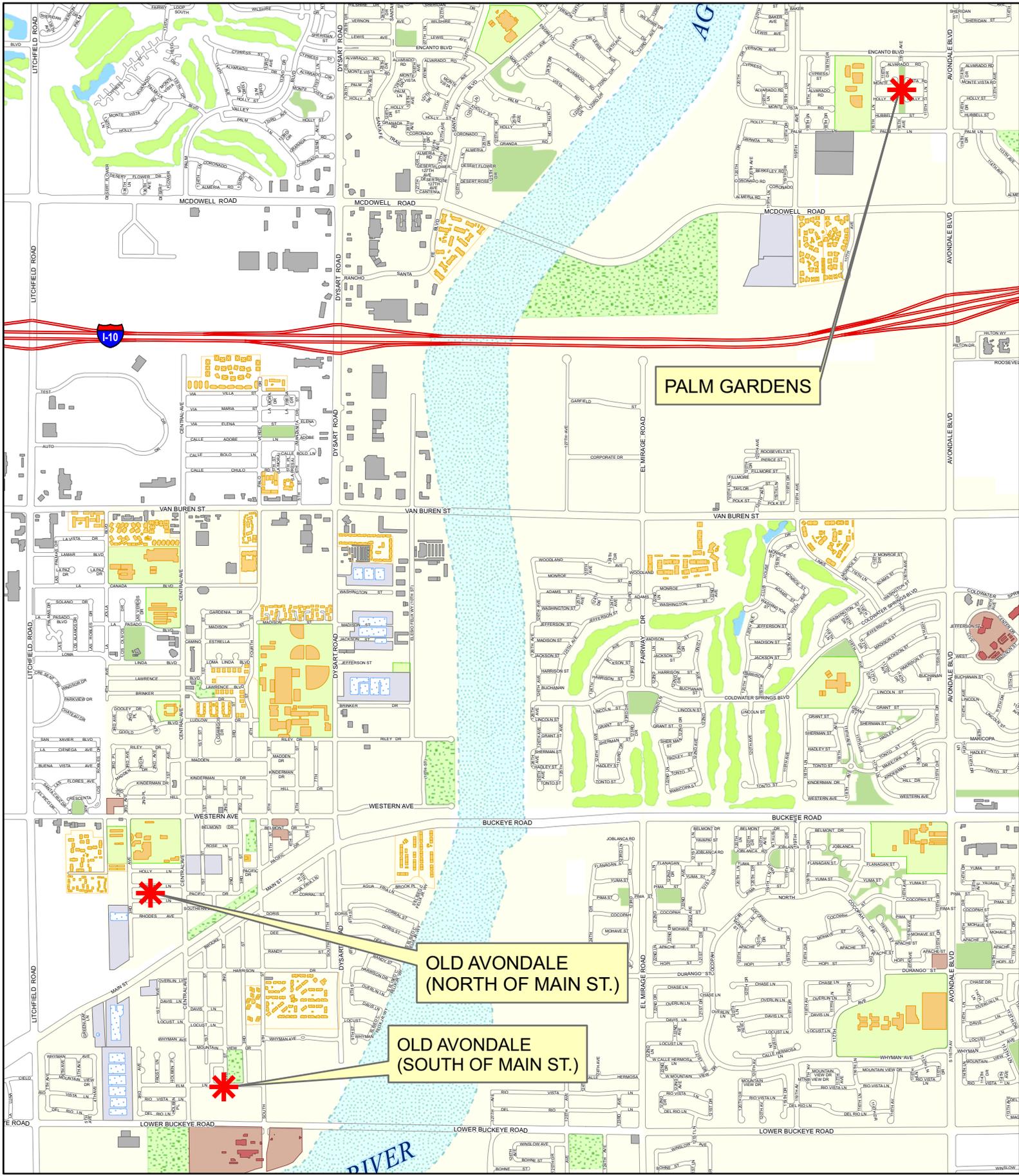
RECOMMENDATION:

Staff recommends that the City Council approve a Purchase Agreement with Specialized Surfacing, Utility Paving, & Construction LLC, for the installation of speed humps and speed tables in the amount of \$59,009, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

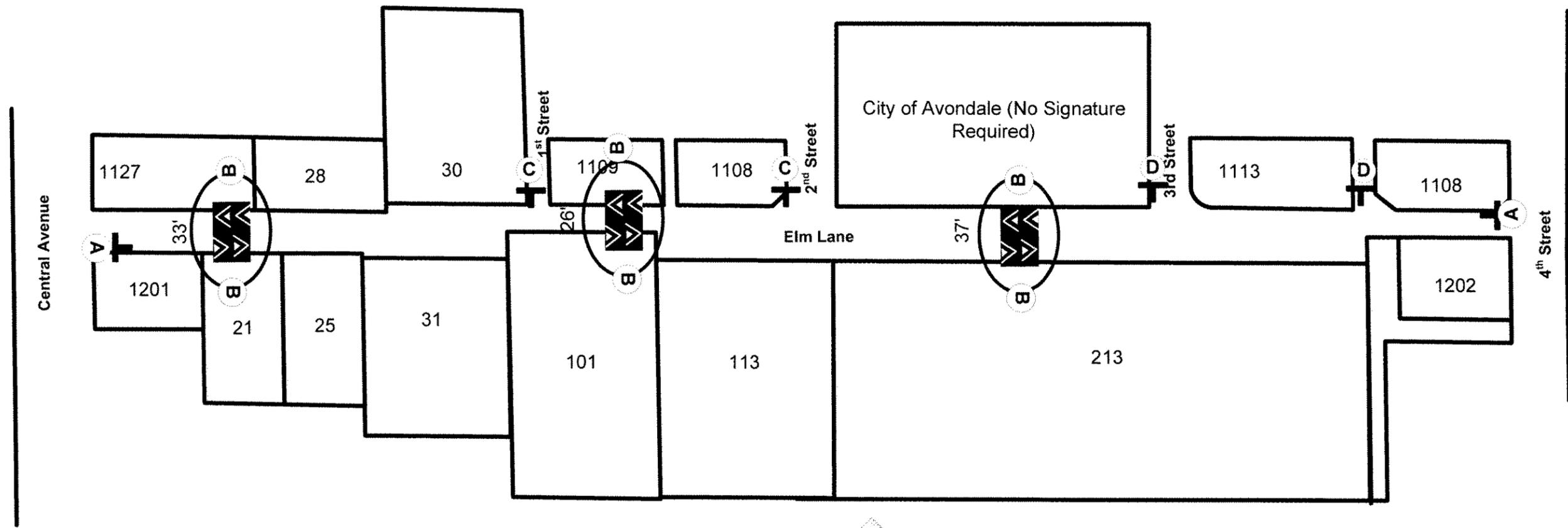
Click to download

- [Project Vicinity Map](#)
- [Installation Plan](#)
- [Services Agreement](#)



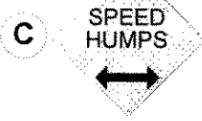
**NTMP
SPEED HUMPS/SPEED TABLE
INSTALLATION PROJECT**





LEGEND

-  12' long speed hump to be installed per City of Avondale Standard Detail A1060 (Attached). Exact locations to be marked in the field by the City of Avondale prior to construction. 3 EACH for a roadway widths of 33, 26, and 37 feet.
-  SPEED HUMPS signs with NEXT 1/2 MILE supplemental plaque to be installed by the City of Avondale. 2 EACH
-  W8-1 (or an approved alternate) to be placed when speed humps are installed. Remove when permanent SPEED HUMP signs are in place. 6 EACH
-  City of Avondale to Bluestake for new post for SPEED HUMPS signs. 6 EACH

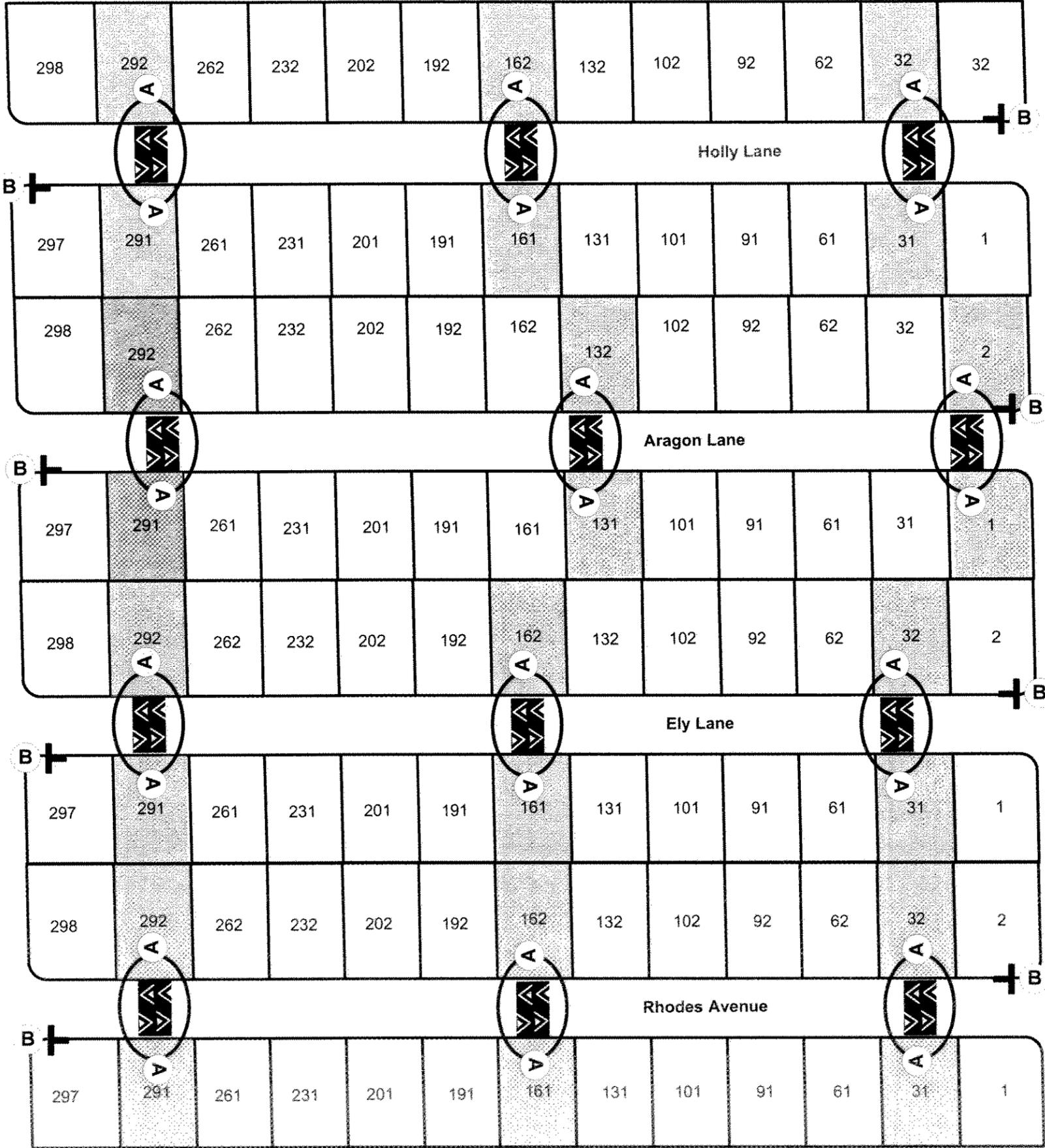
-  SPEED HUMPS (L) (R) signs to be installed by the City of Avondale 2 EACH
-  SPEED HUMPS (R) Sign to be installed by the City of Avondale 2 EACH
-  OM-3 sign to be installed by the City of Avondale 1 EACH

Margaret Boone-Pixley
 AVONDALE TRAFFIC ENGINEERING
 10/21/2008
 DATE

**Old Avondale (South of Main Street)
 Neighborhood Traffic Management Program
 Permanent Asphalt Concrete Speed Hump Installation
 Elm Lane-Central Avenue to 4th Street
 November 2008**



NOT TO SCALE



LEGEND



Speed Hump to be installed per City of Avondale Standard Detail A1060 (Attached). Exact locations to be marked in the field by the City of Avondale prior to construction. 12 EACH for a roadway width of 31 feet.

A



W8-1 (or an approved alternate) to be placed when speed humps are installed. Remove when permanent SPEED HUMPS signs are in place. 24 EACH

B



SPEED HUMPS signs with NEXT ¼ MILE supplemental plaque to be installed by the City of Avondale. 8 EACH



City of Avondale to Bluestake for new post for SPEED HUMPS signs. 8 EACH

Margaret Farnsworth-Pizz
AVONDALE TRAFFIC ENGINEERING

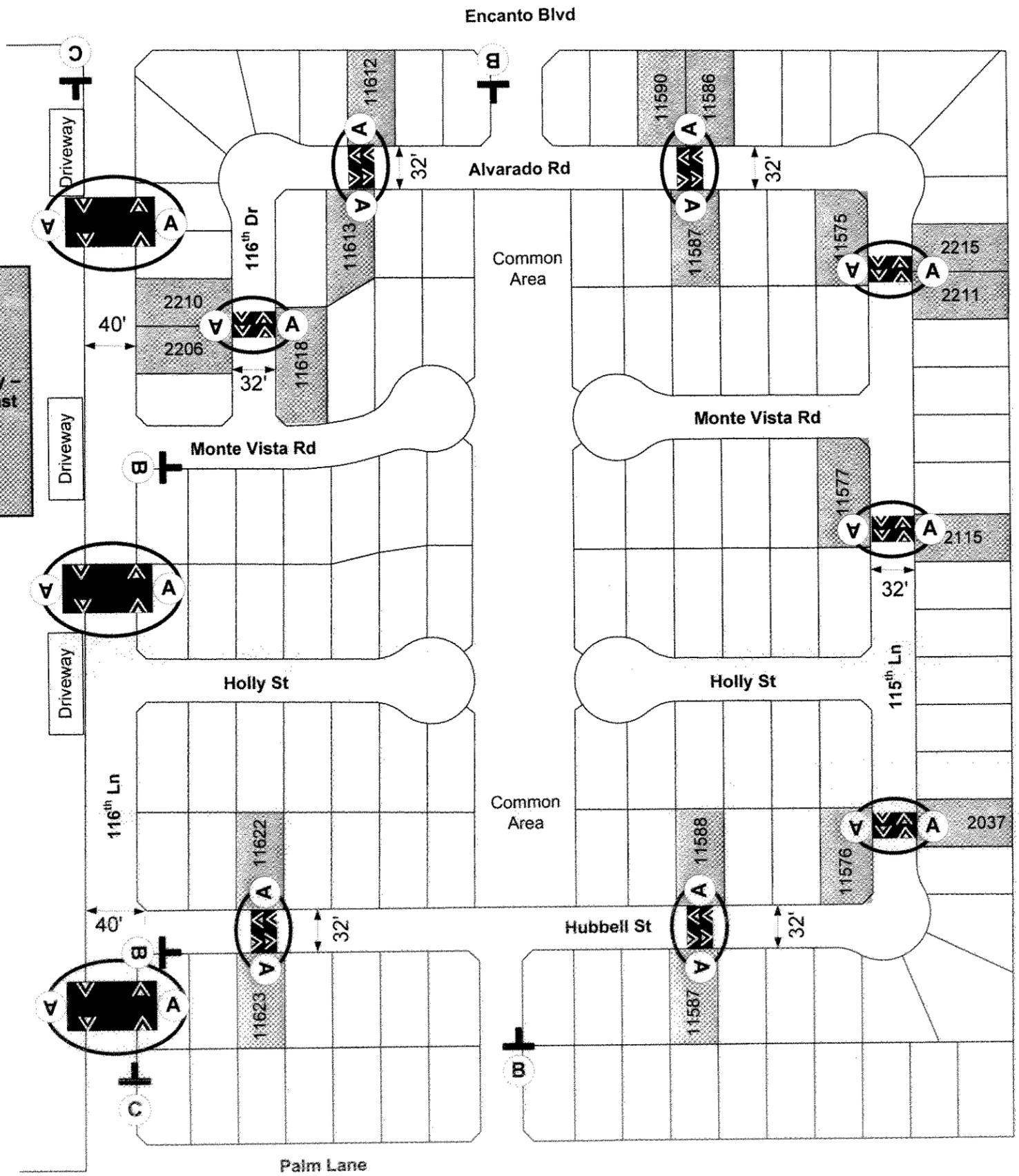
10/21/2008
DATE

**Old Avondale (North of Main Street)
Neighborhood Traffic Management Program
Permanent Asphalt Concrete Speed Hump Installation
Rhodes Avenue, Ely Lane, Aragon Lane, & Holly Lane
November 2008**



NOT TO SCALE

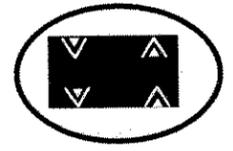
Canyon Breeze Elementary - Prendergast School District



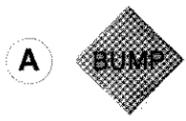
LEGEND



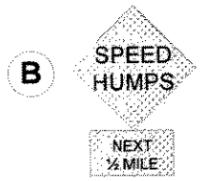
12' long speed hump to be installed per City of Avondale Standard Detail A1060 (Attached). Exact locations to be marked in the field by the City of Avondale prior to construction. 8 EACH for a roadway width of 32 feet.



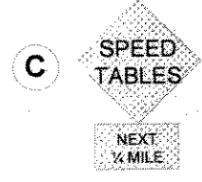
22' Long speed table to be installed per City of Avondale Standard Detail A1061 (Attached). Exact locations to be marked in the field by the City of Avondale a maximum of one week prior to construction. 3 EACH for a roadway width of 40 feet.



W8-1 (or an approved alternate) to be placed when speed humps are installed. Remove when permanent SPEED HUMPS signs are in place. 22 EACH



SPEED HUMPS signs with NEXT 1/2 MILE supplemental plaque to be installed by the City of Avondale. 4 EACH



SPEED TABLES signs with NEXT 1/4 MILE supplemental plaque to be installed by the City of Avondale. 2 EACH



City of Avondale to Bluestake for new post for SPEED HUMPS signs. 6 EACH

Margaret Anne Pike
AVONDALE TRAFFIC ENGINEERING

10/21/2008
DATE

Palm Gardens
Neighborhood Traffic Management Program
Permanent Asphalt Concrete Speed Hump Installation
116th Drive, Alvarado Road, 115th Lane, Hubbell Street, & 116th Lane
November 2008

**SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SPECIALIZED SURFACING, UTILITY PAVING
& CONSTRUCTION, L.L.C.**

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of December 1, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Specialized Surfacing, Utility Paving & Construction, L.L.C., an Arizona limited liability company ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler ("Chandler") entered into Bid No. TE7-745-2441 with the Contractor for the installation of speed humps (the "Chandler Contract"). The Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to make purchases under the Chandler Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Chandler Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the Chandler Contract. The City desires to utilize the services of the Contractor for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 1, 2009.

2. Scope of Work. Contractor shall provide the services as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference for a total aggregate sum not to exceed \$59,009.00.

3. Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection (4) below (all the foregoing

hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection (4) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

4. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

6. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

SPECIALIZED SURFACING, UTILITY
PAVING & CONSTRUCTION, L.L.C., an
Arizona limited liability company

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____ of SPECIALIZED
SURFACING, UTILITY PAVING & CONSTRUCTION, L.L.C., an Arizona limited liability
company, on behalf of the company.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SPECIALIZED SURFACING, UTILITY PAVING
& CONSTRUCTION, L.L.C.

[Chandler Contract]

See following pages.

**CITY OF CHANDLER SERVICES AGREEMENT
TRAFFIC CALMING DEVICES – SPEED HUMPS
BID No. TE7-745-2441**

THIS AGREEMENT is made and entered into this 15th day of July, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Specialized Surfacing Utility Paving & Construction, LLC (Add if applicable - a Corporation of the State of, etc), hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of Martin Johnson, Transportation Studies Manager /designee (Contract Administrator), to provide the services required by this Agreement.

1.2. **Subcontractors.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall furnishing all labor, equipment, materials and traffic control required to perform all operations required for the installation of approximately sixty (60) Traffic Calming Devices/Speed Humps annually as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by and as set forth in the Specifications and details included therein.

2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.3. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.4. **Warranty (Product).** All product supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 90-days from the date of acceptance by CITY. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

3. ACCEPTANCE AND DOCUMENTATION: Each traffic calming device/speed hump shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4. **PRICE:** CITY shall pay CONTRACTOR for completion of each project the amount specified in each Purchase Order. Within ten (10) days of the date CITY issues a delivery order, CONTRACTOR shall submit to CITY a cost estimate for such work together with supporting data as requested by CITY. Upon acceptance of the cost estimate this price shall be inserted into the Purchase Order/Project Agreement.
 - 4.1. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
 - 4.2. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
 - 4.3. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
 - 4.4. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
 - 4.5. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
 - 4.6. **Tax Credits or Exemptions.** When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.
5. **TERM:** The base term of the Contract term is three (3) years but may be extended by mutual agreement of the parties for up to two (2) additional successive terms of one year each.
 - 5.1. The work must be completed within 14 days from the Notice to Proceed.
6. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted vendor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
7. **CITY'S CONTRACTUAL REMEDIES:**
 - 7.1. **Right to Assurance.** If the Contract Administrator, in good faith, has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
 - 7.2. **Stop Work Order.** The Contract Administrator may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt

of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 7.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.3. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.4. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.5. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
8. **TERMINATION:**
 - 8.1. **Termination for Convenience.** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the **Management Services Director** shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
 - 8.2. **Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.
 - 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time. CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
 - 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled

to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process set forth in Exhibit D shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the

CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. **Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. **Coverage**

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;

- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Transportation Studies Manager

Contact: Martin Johnson

Mailing Address: PO Box 4008 – MS 910

Physical Address: 975 E. Armstrong Way, Bldg B

City, State, Zip: Chandler, AZ 85244

Phone: (480) 782-3450

FAX: (480) 782-3444

In the case of the CONTRACTOR

Firm Name: Specialized Surfacing Utility Paving & Construction, LLC

Contact: William Slawson

Address: 3401 E. Illini Street

City, State, Zip: Phoenix, AZ 85040

Phone: 602.437.4461

FAX: 602.437.3370

Email: matt@ssupc.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. **Entire Agreement.** This Agreement, including Exhibits A, B, C and D attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5. **Independent Contractor.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

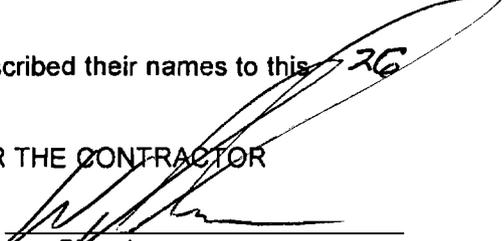
IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 26
day of March 2007 .

FOR THE CITY OF CHANDLER



MAYOR

FOR THE CONTRACTOR

By: 

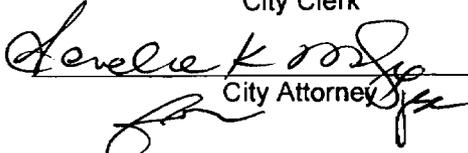
Signature

ATTEST:

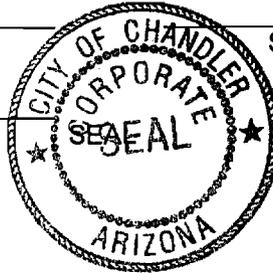


City Clerk

ATTEST: If Corporation



City Attorney



Secretary

EXHIBIT A
SCOPE OF WORK / TECHNICAL SPECIFICATIONS

CONTRACTOR shall furnishing all labor, equipment, materials and traffic control necessary to perform all operations required for the installation of approximately sixty (60) Speed Humps annually.

Speed Humps shall be 14' wide and shall conform to CITY Standards and Specifications Detail Number C-234. CONTRACTOR shall use an approved screed device to shape and maintain the hump to the proper parabolic curve.

CONTRACTOR is advised that CITY will be using the most current version of M.A.G. Standards and Specifications for inspection and quality assurance of any work being done on this service agreement. It will be the responsibility of CONTRACTOR to ensure that workmanship, materials, equipment and site preparation meet or exceed these standards. CITY Contract Administrator /designee will inspect all phases of work and any unsatisfactory work or preparation will redone at no additional cost to CITY. CITY Contract Administrator /designee must give approval prior to continuing on to the next work site.

CONTRACTOR shall submit a proposed schedule of work for any group of humps requested. CITY Contract Administrator /designee must give approval of any schedule submitted prior to any installation work beginning. This includes milling operations related to this Service Agreement. Any adjustments or changes to the approved schedule must be cleared with the CITY Contract Administrator /designee prior to proceeding.

Work site cleaning by CONTRACTOR shall be required daily to remove any debris caused by the speed hump installation operation. Any area of asphalt hump removal/replacement started shall be completed the same day. This task shall be done to the satisfaction of CITY Contract Administrator /designee. No partial installation will be allowed over night. Any partial installation left over night shall be removed and replaced at no additional cost to CITY. All clean up shall be included within the installation Bid Item.

CONTRACTOR shall be responsible for ordering and coordination of barricade and traffic control requirements. Set up will be per CITY Traffic Barricade Manual. Payment for barricading shall be included as part of hump installation. No additional compensation will be made for this requirement.

Scheduling of asphalt hump placement by CONTRACTOR shall be coordinated to ensure that material has cooled enough to avoid tracking or damage when released to traffic. Any hump that is damaged prior to inspection of the new surface or that does not meet the template test by the CITY Contract Administrator /designee will be removed and replaced by CONTRACTOR at no additional cost to CITY.

Scheduling of work shall be in the following order:

- CONTRACTOR shall notify CITY Contract Administrator /designee of scheduled construction date(s) at least seven days in advance.
- CONTRACTOR shall mill area for hump installation.
- CONTRACTOR shall construct speed hump.
- CONTRACTOR shall place lighted barricade panels in gutter immediately after construction, four per hump.
- CONTRACTOR shall notify CITY Contract Administrator /designee of completed construction.
- CONTRACTOR shall install striping on hump(s) and notify CITY Contract Administrator /designee upon completion.
- CONTRACTOR shall remove vertical panels.

All work by CONTRACTOR shall be inspected and approved by CITY Contract Administrator /designee prior to processing of any payment request. Payment shall be based on street width measured jointly by CITY Contract Administrator /designee and CONTRACTOR *(to the nearest whole foot using conventional*

rounding methods). Any questions relating to measurements will be resolved prior to invoice submittal.

CITY reserves the right to conduct in place density testing on newly placed humps. Any hump that does not meet a minimum of 95% maximum density for the mix design being used shall be re-compacted or removed and replaced if required compaction is no longer attainable due to material cooling below a workable temperature. Cost for initial testing shall be the responsibility of CITY. Any costs associated with the test required for rework areas will be charged to CONTRACTOR at a rate of \$200.00 per test.

During asphalt hump installation by CONTRACTOR, heating of asphalt with an open flame heater will not be allowed. Any asphalt heated with open flames shall be removed. CONTRACTOR shall be required to have a hump template on site for checking hump conformity during installation. Any hump checked by CITY inspector that does not meet the ¼" template test criteria in the first 24 hours after installation will be removed and replaced at no additional cost to CITY. After the first 24 hour period, the hump must remain serviceable and not show deterioration in the form of deformation greater than 3/8" over the ¼" initially allowed for a minimum of six months. If deterioration does exceed the limits allowed any time within the six-month period, CONTRACTOR shall remove and replace the hump at no cost to CITY.

STRIPING:

Striping of the speed humps shall be done by CONTRACTOR. Markings shall be 12" wide 3M 5730 Staymark white reflectorized tape or Brite-Line 2000 white intersection pavement marking tape or equal if approved by CITY Contract Administrator. Markings of the hump shall conform to the Manual on Uniform Traffic Control Devices, Figure 3B-28 Option B.

SIGNING:

CITY will install all required signage.

M.A.G. SPECIFICATIONS, DETAILS, AND MANUALS:

M.A.G. Specifications, Detail Number C-234, and the City Barricade Manual may be obtained from Planning and Development (front desk), 215 E. Buffalo Street.

or

Down loaded from the City web page www.chandleraz.gov, go to the blue field left side of screen and select Unified DEV Manual, than select appendices, next select #9, than scroll down to locate desired document.

For assistance telephone 480-782-3000,

CONTRACT MILLINGS: If the CONTRACTOR has difficulty finding a place to dispose of millings; the City Streets Division will accept millings from the CONTRACTOR after the approval of the City Streets Superintendent/Designee. It is the CONTRACTOR'S responsibility to transport the material to the City stockpile located next to the Roosevelt Well on Roosevelt south of Chandler Blvd.

Contact: Ruthann at (480) 782-3500 to make arrangements for someone to open the gate.

**EXHIBIT B
PRICING**

A	B	C	D	E	F	G	H
LN	Description	Total lineal feet each	U/M	Unit Price P/LF	QNTY per order	Max order	Extended Pricing column C x E
1	14' X 44'	176	LF	\$36.50	2 to 4	4	\$ 6,424.00
2	14' X 44'	308	LF	\$36.50	5 to 7	7	\$ 11,242.00
3	14' X 44'	440	LF	\$33.00	8 to 10	10	\$ 14,520.00
							<u>\$ 32,186.00</u>

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SPECIALIZED SURFACING, UTILITY PAVING
& CONSTRUCTION, L.L.C.

[Scope of Work and Fee Proposal]

See following page.

SPECIALIZED SURFACING

UTILITY PAVING & CONSTRUCTION, L.L.C.

21257 N. BLACK CANYON HIGHWAY PHOENIX, ARIZONA 85027
OFFICE: (623) 434-1370 FAX: (623) 434-1374

PROPOSAL

City of Avondale.

ATTN: **Margaret**

SUBJECT: **Speed Humps & Speed Tables**

ADDRESS: **Various Locations**

Specialized Surfacing submits the following proposal for your consideration and acceptance.

MILL, INSTALL & STRIPE SPEED HUMPS

SPEED HUMPS 3 EA – OLD AVONDALE / SOUTH OF MAIN (33 FEET)(26 FEET)(37 FEET)

SPEED HUMPS 12 EA – OLD AVONDALE / NORTH OF MAIN (31 FEET)

SPEED HUMPS 8 EA – PALM GARDENS (32 FEET)

TOTAL 23 SPEED HUMPS @ \$1,960.00 EA \$45,080.00

MILL, INSTALL & STRIPE SPEED TABLES

SPEED TABLES 3 EA – PALM GARDENS (40 FEET)

TOTAL 3 SPEED TABLES @ \$4,643.00 EA \$13,929.00

TOTAL \$59,009.00

Proposal based on production of: 1 Mobilization for Paving.

Proposal includes/excludes the following:

Saw Cut	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Utility adjustments	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Traffic Officer	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Removal & Haul off	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Slurry Seal	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Sales Tax	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Subgrade Prep	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Micro Seal	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Permits & Testing	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Barricades	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Survey & Engineering	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Nights/Weekends	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>

PROVISIONS:

1. All work is to be measured upon completion and will be billed at the unit cost for the measured quantities with minimum invoice for the quantity of work stated in the description of work above.
2. Work will not be scheduled until an acceptable contract containing these unit prices, inclusions, exclusions and provisions have been signed by both parties.

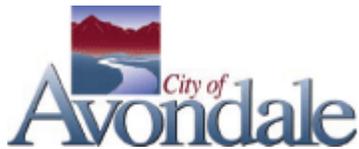
SPECIALIZED SURFACING

Dave Joice – Chief Estimator

DATE: October 31, 2008

PRICE GOOD THRU: December 2008

ACCEPTED BY: _____



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement with Dibble and Associates for the Design and Construction Management of Well 20

MEETING DATE:

December 1, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council enter into a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 20 with a not-to-exceed amount of \$108,385, and authorize the Mayor or City Manager and City Clerk to execute the contract document. The City Council will take appropriate action.

BACKGROUND:

On March 7, 2005, City Council approved a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 20. This work included both the design of the well head and the services to construct the well bore. The design for both items was completed, and the well hole constructed. At the time the design was completed, it was decided to delay the construction of the well head facilities due to funding limitations. The construction management portion of the contract was not used. As funding is now available, staff wishes to complete the construction of the well. The well water will need to be treated at the Northside Booster Station. A transmission line for this well was already installed with the adjacent subdivision. See attached vicinity map.

DISCUSSION:

Due to the age of the original contract, Dibble and Associates was requested to prepare a proposal for a new contract. Dibble and Associates will update the plans for Well 20 to make them conform with the latest City well construction requirements, including the addition of on-site chlorine generation and conformance with the new City communications requirements.

Following is the proposed schedule of construction:

Notice to proceed- December 2, 2008

Complete Design- February 9, 2009

Award contracts- June 1, 2009

Complete Construction- October 6, 2009

BUDGETARY IMPACT:

Funding for this project in the amount of \$37,650 is available in Water Resources CIP Line Item No. 514-1074-00-8520 (Well 20 Indian School/EI Mirage). The remaining balance of \$70,735 will be transferred from Water Resources CIP Line Item No. 514-1154-00-8520 (Indian School/EI Mirage Intersection Water System Improvements).

RECOMMENDATION:

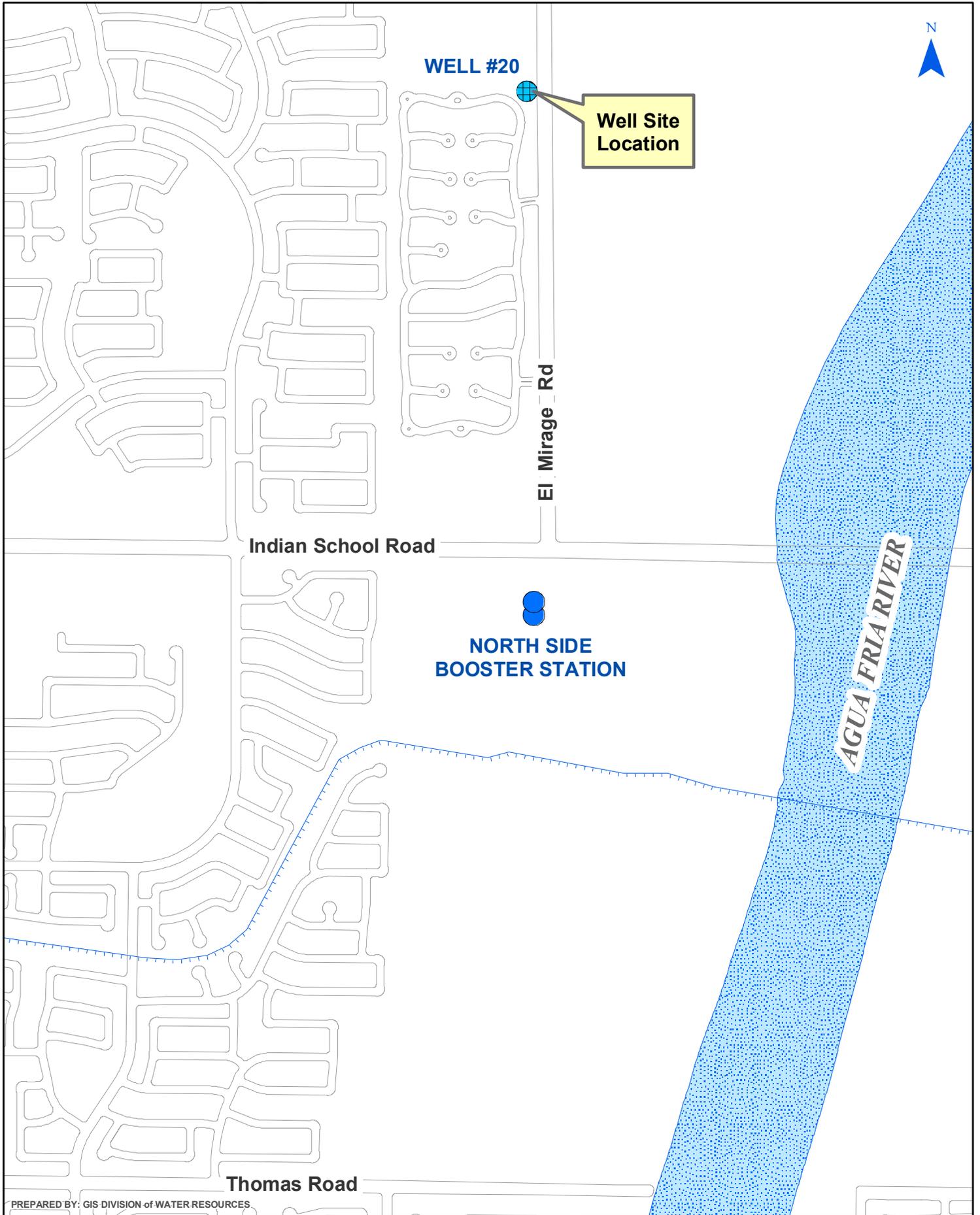
Staff is requesting that the City Council enter into a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 20 with a not-to-exceed amount of \$108,385, and authorize the Mayor or City Manager and City Clerk to execute the contract document. The City Council will take appropriate action.

ATTACHMENTS:

Click to download

-  [Vicinity Map](#)
-  [PSA and Exhibit A](#)
-  [Exhibit B](#)
-  [Exhibit C](#)
-  [Exhibit D](#)

VICINITY MAP



PREPARED BY: GIS DIVISION of WATER RESOURCES

CITY OF AVONDALE
Well 20 Site Location at Rio Crossing

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of December 1, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" as modified on April 1, 2008 by that certain Addendum No.1 (collectively the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for design engineering and construction management services for well site improvements at Well 20 (the "Services").

C. The Consultant intends to manage construction of its well site improvement designs at Well 20 through its subsidiary, Oridian Construction Services, LLC, a Delaware limited liability company, which also responded to the RFQ, attached hereto as Exhibit C, and incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 1, 2009.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit D and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$108,385.00 for the Services as set forth in the Fee Proposal, included as part of the Scope of Work attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a

consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Dibble & Associates Consulting Engineers, Inc.
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020
Facsimile: (602) 957-2838
Attn: Jason Fort, P.E.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business

operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ, the Consultant’s response to the RFQ and Oridian’s response to the RFQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

“Consultant”

CITY OF AVONDALE, an Arizona
municipal corporation

DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC., an Arizona corporation

Charles P. McClendon, City Manager

By:_____

ATTEST:

Name:_____

Carmen Martinez, City Clerk

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____ of DIBBLE &
ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the
corporation.

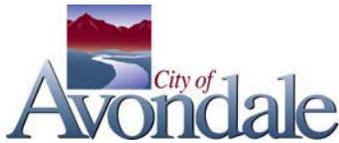
Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[RFQ]

See following pages.



**REQUEST FOR
STATEMENTS OF QUALIFICATIONS
FOR
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST**

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **EN 08-017**

Solicitation Title: **FY 2008/2009 Professional Consultants Selection List**

Release Date: **March 25, 2008**

Final Date for Inquires and Place to Send Inquiries **April 4, 2008**
Charles Andrews, P.E., Senior Project Manager
City of Avondale Engineering Dept.
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323
OR
candrews@avondale.org

SOQs Due Date, Time and Location: **April 16, 2008**
3:00 p.m. (local time, Phoenix, Arizona)
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323-6804

Letters to Final Listed Firms: **June 30, 2008**

City Representatives: **Charles Andrews** candrews@avondale.org
623-333-4200
Mary Rogers mrogers@avondale.org
623-333-2200

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SECTION A

I. INTRODUCTION

1. Purpose. The City of Avondale (the “City”) is seeking Statements of Qualification (“SOQ”) from professional consulting engineering firms (“Vendors”) to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.
- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.
- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.
- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).
- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.
- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

SECTION A

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental - Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

SECTION B

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt.**

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number, **FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

SECTION B

2. Irregular or Non-responsive SOQ. The City will consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor’s responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City’s Procurement Code.

SECTION B

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

12. Certification. By submitting a SOQ, the Vendor certifies:

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

SECTION B

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.
- d. Provide a statement regarding the following:
 1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.
 2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.
- e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

- a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.
- b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.
- c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.
- d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.
- e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

- a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

SECTION B

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference

5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal:

100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- _____ Water Distribution System
- _____ Wastewater Systems
- _____ Transportation Engineering
- _____ Traffic Engineering
- _____ Surveying
- _____ Hydrology/Hydraulic Projects
- _____ Plan Review Services
- _____ Landscape Architects
- _____ Hydrogeological Engineering
- _____ GIS Programs
- _____ Geotechnical and Environmental Engineering
- _____ Foundations & Structural Design
- _____ Electrical & SCADA Programming
- _____ Construction Management
- _____ Architects
- _____ Improvement District Administration

SECTION B

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

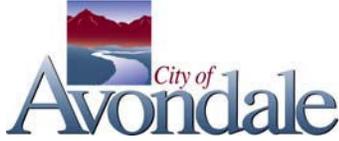
EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)
- _____ Minority Business Enterprise (MBE)
- _____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.



REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:
 - d. Provide a statement regarding the following:
 1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience **40 pts**

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

_____, _____ 2008
Signed Date

Print Name

Title

Company Name

Address

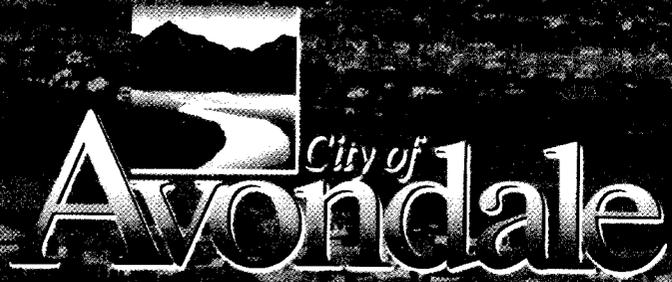
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Consultant's Response to the RFQ]

See following pages.



Statement of Qualifications for
FY 2008/2009
Professional Consultants
Selection List

Solicitation No. EN 08-017

April 16, 2008



Dibble
Engineering

April 16, 2008

Charles Andrews, PE
Senior Project Manager
City of Avondale
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

Dibble Engineering (Dibble) has partnered with the City of Avondale (City) on successful municipal infrastructure projects and has demonstrated that we are **committed** to the City and the success of your projects; we deliver **quality** products every time; and we are **responsive** to all of the project's needs. We understand the City's desire to put together a quality list of consultants who are ready and available when an improvement project is ready to move forward. Know that in Dibble, you will find a responsive partner on any assignment that we receive.

Dibble offers the City a comprehensive and highly-experienced engineering team that is ready to handle any project within the disciplines indicated herein. **Kevin Roberts, PE**, serves as the **Contract Manager** and is the City's point-of-contact for every assignment. He will meet with the City to understand the project scope and then assign the project to the appropriate project manager for execution. Kevin will remain involved through the life of the assignment to ensure the City's needs are met.

As you review our Statement of Qualifications, please note the following points that we feel, along with our qualifications, warrant our selection to the Professional Consultants Selection List:

- **Continuous Record of Successful Projects:** Dibble has completed numerous design projects for the City and other clients on or ahead of schedule and within the design budget.
- **Responsiveness:** The Dibble Team utilizes a proactive approach to design and management to prevent project challenges from becoming project problems. This approach maintains project progress and minimizes delays.

2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395
Phone: 623.935.2258 Fax: 623.935.2361
7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
Phone: 602.957.1155 Fax: 602.957.2838
www.dibblecorp.com

RE: FY 2008/2009 Professional Consultants Selection List
Solicitation No. EN 08-017

- **Team Cohesiveness:** Dibble enjoys very low staff turnover and has many long-tenured employees. This means that the Dibble Team members have worked together on previous successful projects. Any assignment we receive from this contract will benefit from this familiarity of team members.
- **Design Quality:** Dibble is committed to delivering Quality Services in everything we do. Our commitment to producing clear, complete, and concise construction documents will benefit the City by requiring minimal review effort and fewer clarifications during construction.
- **West Valley Commitment:** Dibble has established an office presence in the West Valley with the express intent of providing better service and quicker response to our West Valley clients. The City of Avondale is one of our valued West Valley Clients.

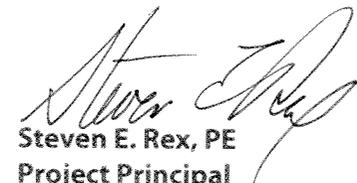
The Dibble Team stands ready to exceed the City's expectations on any assignment from this contract. We appreciate the opportunity to submit our qualifications, and look forward to continuing our relationship with the City of Avondale.

Sincerely,

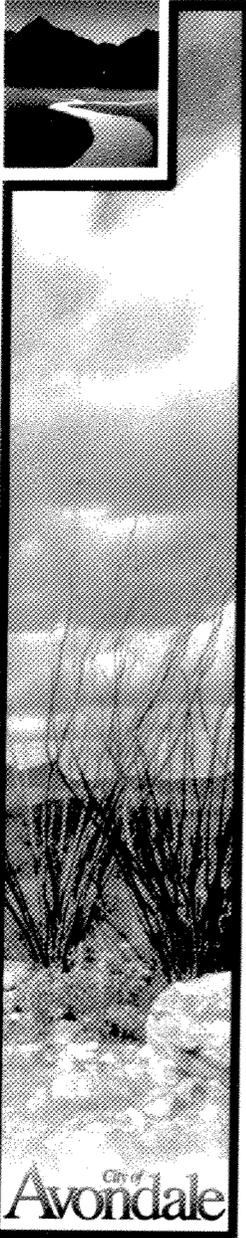
Dibble Engineering



Kevin W. Roberts, PE
Contract Manager



Steven E. Rex, PE
Project Principal

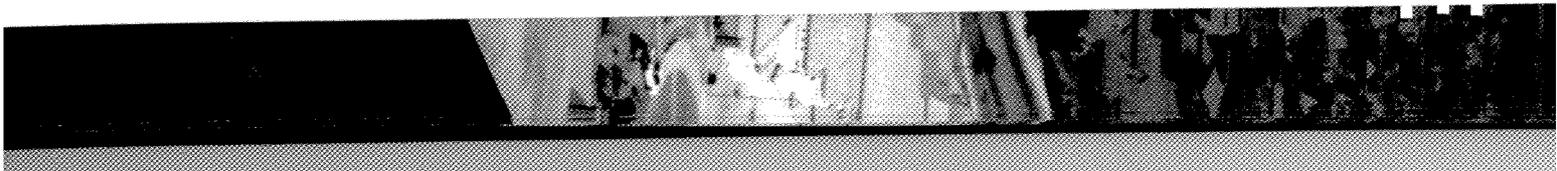


V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)
Address 2440 N. Litchfield Road, Suite 210
City Goodyear State AZ Zip 85395
Contact Name Kevin Roberts, PE
Title Vice President
Telephone 623.935.2258 Fax 623.935.2361

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Plan Review Services
- Landscape Architects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations and Structural Design
- Electrical and SCADA Programming
- Construction Management
- Architects
- Improvement District Administration



V. DISCIPLINE SPECIALTY CHECK LIST
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Name of Firm Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)
Address 2440 N. Litchfield Road, Suite 210
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Contact Name Kevin Roberts, PE
Title Vice President
Telephone 623.935.2258 Fax 623.935.2361

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
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- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations and Structural Design
- Electrical and SCADA Programming
- Construction Management
- Architects
- Improvement District Administration



GENERAL FACTORS AND COMPLIANCE



GENERAL FACTORS AND COMPLIANCE

INSURANCE REQUIREMENTS

Dibble is familiar with the City of Avondale's insurance requirements and contract documents and is prepared to comply with said requirements upon selection for this contract. Dibble will provide the City with a Certificate of Insurance naming the City of Avondale as Certificate Holder.

PHILOSOPHY AND APPROACH

The Dibble Team is committed to developing sound engineering recommendations and quality products for our clients. Any problem has multiple solutions. At Dibble, our goal is to identify the best solution that gives our clients the most value. Our experienced staff evaluates appropriate alternatives to the proposed projects and makes recommendations for solutions based on economics, constructability, optimization, and meeting the stated project goals.

It has been our experience that many common project issues that arise may be resolved through good communication. To us, communication means informing the City of project status, including schedule, tasks, issues, probable cost, etc. It also means listening to and understanding the City's goals and perspectives. We are committed to open communication with the City on any assignment that we receive.

The Dibble Team's strong commitment to quality in development of the project scope of work, project management, engineering design, and construction document preparation ensures project success. A thorough identification and analysis of project issues, along with commitment

on the part of all stakeholders on achieving consensus, allows project work plans to proceed with minimum interruptions. Dibble has an excellent record of exceptional, reliable, quality design projects completed within timelines and construction budgets for our clients. Our design approach is also proven effective with alternative project delivery methods including Construction Manager at Risk and Design Build. We are proud of our consistent record and will continue this level of service for the City.

Our project management includes, at a minimum, the following processes:

- Communication between project stakeholders via electronic mail and project website (if desired) will allow the rapid and comprehensive exchange of project information to ensure that all stakeholders are constantly aware of the most-current status of the project.
- Responsive, proactive resolution of problems (project issues) that arise during project development. Problematic issues will be defined, investigated, and evaluated and timely consensus will be reached to keep the project moving forward. Effective problem resolution begins and ends with good communication and is germane to Dibble's project management tenets.
- Development of a detailed, realistic project schedule (MS Project), which will be discussed, updated and submitted monthly to the City's Project Manager to ensure conformance to the project timeline and milestones.
- Coordination with City staff regarding design alternatives, design criteria, performance standards, material and equipment selection.

This information and other pertinent project development elements are compiled in a project design report.

- Dibble's Quality Improvement Team will conduct Quality/constructability Reviews on all documents during the design development process to reduce the City's review effort. Our quality control program emphasizes sound engineering, practical constructability and effective presentation.
- Investigation of cost-effective design elements through evaluation of life-cycle cost, benefit-cost analysis and future operation and maintenance concerns.
- Strict adherence to the proven model of the *Public Improvement Project Guide* of the Arizona Utility Coordinating Committee, including "early and often" communication with and involvement of affected private utilities.
- Opinions of probable construction cost are generated during project development. Costs are based on a combination of sources, including maintenance of the City's recent bid-cost data, in-house bid-cost database, and recent bid-cost data from other jurisdictions in close proximity to the City.
- Project schedules and budgets are reviewed by the Project Manager on a weekly basis at our company-wide Project Managers Meeting using project status reports generated by our control software (Deltek FMS). Progress is compared to the schedule and budget to ensure adequate resources are available and that necessary coordination is occurring.



VENDOR'S RELEVANT EXPERIENCE, AVAILABILITY AND CAPABILITY



FIRM'S EXPERIENCE, AVAILABILITY, AND CAPABILITY

FIRM'S DESCRIPTION

Since 1962, Dibble has provided quality engineering services to both public and private sector clients in Arizona and neighboring states. Our position as a leader in civil engineering is a result of our cultural emphasis on developing and maintaining long-term relationships.

Strategically aligned to meet our clients' needs, Dibble is organized into the following specialized Practices:

- Water Resources
- Transportation
- Survey/GIS
- Drainage & Flood Control
- Airport Infrastructure
- Infrastructure Rehabilitation
- Site Infrastructure

Dibble's association with the City dates back to 2001. We have partnered with the City on 30 projects and have developed long-term, respected relationships with City staff.

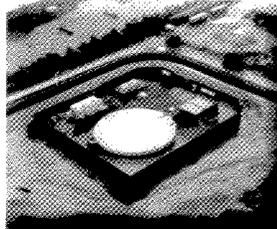
Personnel

We take great pride in our personnel as they are Dibble's greatest asset. Dibble employs a well-balanced staff of 76 including engineering, surveying, construction, and administrative professionals. We have 26 PEs, 4 RLSs, 6 surveyors, 13 EITs, 13 CAD Technicians, and 14 administrative personnel. The depth of our experience and the expertise of our engineers and technical specialists provides Dibble with the resources to effectively respond and commit to this project.

RELEVANT EXPERIENCE

The Dibble Team proposed herein has a proven record of success providing engineering services for water distribution systems, wastewater systems, transportation, traffic, surveying, hydrology/hydraulics, and GIS projects. The following projects highlight our experience in various disciplines and details are provided below.

Water Distribution Systems



City of Avondale: Gateway Facility (Well 8A, Treatment System, Reservoir, and Booster Pump Station) and 16-Inch Water Transmission Main. Dibble provided design engineering and construction management services for the relocation of Well Site 8, including construction of a new well, a nitrate removal system, a prestressed concrete reservoir, and a booster pump station in the vicinity of McDowell Road and 99th Avenue.

Approximately 4,000 linear feet of 12-inch and 16-inch water transmission mains were designed and constructed to tie the new facility into the City's distribution system. **Reference:** Lari Spire, 623.333.4423

City of Avondale: Well No. 24 Design and Construction Administration. Dibble provided design services for well equipping and site improvements for Well No. 24. Site features include a vertical turbine well pump, a vortex desander, a chlorination system, electrical and control equipment, a standby generator, and other appurtenant equipment. Facility design also included coordination with the well driller and adjacent commercial development. The project also included design of

approximately 3,100 linear feet of 16-inch raw water transmission pipeline to carry raw well water from the well to the Gateway reservoir and booster station facility. The pipeline design included coordination with the adjacent landowner for easement acquisition and coordination with the Roosevelt Irrigation District (RID) for canal crossing requirements and easement acquisition. **Reference:** Marilyn DeRosa, 623.478.3000

City of Avondale: Old Town Library Waterline Relocation. Dibble provided design and construction phase services for the relocation of 500 linear feet of existing waterlines in support of the construction of a new library facility. **Reference:** Chris Reams, 623.478.3000

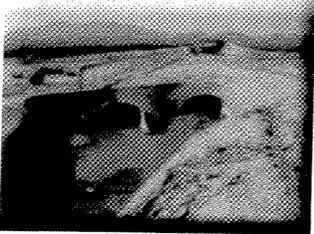


City of Avondale: Agua Fria Water Transmission Main. Dibble provided design engineering services for approximately 6,300 linear feet of 20-inch

water transmission main along the east side of the Agua Fria River from Van Buren Street to McDowell Road. These services included topographic survey, mapping, geotechnical investigation, a design report, coordination of utility potholing, preliminary/final design and plan preparation, estimate of probable construction cost, specifications, and utility/agency coordination. The design included a system connection to the existing 20-inch water transmission main in McDowell Road and a telemetry-controlled valve for filling the reservoirs at the Coldwater Springs Booster Station. Coordination with the Arizona Department of Transportation (ADOT) was required for the jack and bore crossing of I-10 right-of-way. Another jack and bore installation, coordinated with

the Flood Control District of Maricopa County, was required beneath two parallel drainage channels on the north side of I-10. **Reference:** Lari Spire, 623.333.4423

Wastewater Systems



City of Goodyear: Bullard Avenue Sewer as the Lead Engineer for the Design-Build Team. Dibble provided design and construction phase services for

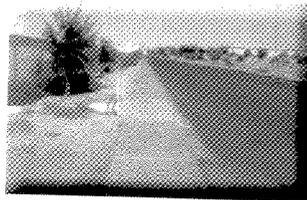
approximately 6,200 linear feet of new 36-inch interceptor sewer. The new sewer, located along Bullard Avenue between Lower Buckeye Parkway and Estrella Parkway, completes an important link in the City's regional sewer collection system. Comprehensive stakeholder coordination was critical to the success of the project; including coordination with multiple municipal agencies, RID, and multiple adjacent private and public developers associated with the construction of the City's Spring Training Baseball Facility. **Reference:** Steve Lampert, 623.882.7607

City of Goodyear: Citrus Road Sewer as a subconsultant. Dibble designed two miles of sanitary sewer pipeline on Citrus Road between McDowell and Indian School Roads. **Reference:** Steve Lampert, 623.882.7607

Town of Queen Creek: Sossaman Road Roadway, Drainage, and Sewer Improvements. Dibble designed approximately 2,700 linear feet of 15-inch and 3,700 feet of 18-inch sanitary sewer for the Town of Queen Creek. The new sewer, which functions as a trunk sewer, is located along Sossaman

Road between Sonoqui Wash and Riggs Road. The project design included significant coordination with conceptual roadway and drainage improvements to ensure that the sewer design will not conflict with planned roadway widening, storm drain and channel improvements. The project was constructed under a Construction Manager at Risk delivery method to expedite the schedule, and the sewer was put into service approximately two months ahead of the required completion date. **Reference:** Greg Wristen, 480.358.3149

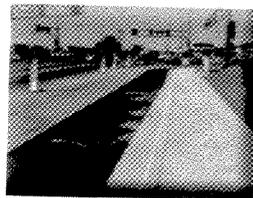
Transportation Engineering



City of Avondale: 9th Street Improvements. Dibble provided the design for a new roadway with drainage and sewer facilities in 9th

Street, a 1,100-foot collector street, in the vicinity of Buckeye and Dysart Roads. The roadway improvements include a two-lane section from Riley Drive to Western Avenue. Drainage design includes pavement drainage as well as culvert design. The sewer line will provide service to several parcels located approximately 700 feet south of Riley Drive. Geotechnical and street lighting were also included in the scope.

Reference: Chris Hamilton, 623.333.4218



City of Avondale: Van Buren Street and Dysart Road Intersection Improvements. Dibble prepared a roadway design concept study for Van Buren Street from Central

Avenue to El Mirage Road. The study defined a six-lane major urban arterial for this growing corridor. The study lead to final design plans for the widening

of Van Buren Street at Dysart Road for eastbound dual left-turn lanes and westbound right-turn lanes. The project impacts APS 69kV poles, RID irrigation system, and a well site. Coordination with the City of Goodyear was required. **Reference:** Paul Lopez, 623.333.4219

City of Goodyear: Bullard Avenue Realignment. Dibble provided design services of roadway, drainage, and waterline elements for approximately ½-mile of Bullard Avenue and ¼-mile of Goodyear Boulevard. The City completed these improvements to prepare for the new baseball training facilities. Dibble provided roadway, drainage, and traffic design for Bullard Avenue to connect the existing four lane roadway with a new section to the south. Goodyear Boulevard, just southeast of Yuma Road and Estrella Parkway, was designed to become a loop road to create the "City Center". Dibble's design effort for this six-lane roadway included drainage, water line, and traffic. Close coordination with the City of Goodyear and area developers was required to complete this project on schedule for the opening of the new spring training facilities. **Reference:** Al Gonzales, 623.882.7503

Traffic Engineering

City of El Mirage: El Mirage Speed Study. Dibble is assisting the City in evaluating appropriate posted speed limits on the major arterial roadway segments listed below. **Reference:** Jorge Gastelum, 623.876.2976

- Dysart Road from Northern Avenue to Greenway Road
- El Mirage Road from Northern Avenue to ½-mile north of Greenway Road
- Northern Avenue from ¼-mile west of Dysart Road to ½-mile east of El Mirage Road

- Olive Avenue from ½-mile west of Dysart Road to ¼-mile east of El Mirage Road
- Peoria Avenue from ½-mile west of Dysart Road to ¼-mile east of El Mirage Road
- Cactus Road from Dysart Road to 115th Avenue
- Thunderbird Road from Dysart Road to 115th Avenue
- Greenway Road from Dysart Road to El Mirage Road
- Thompson Ranch Road from Thunderbird Road to Greenway Road

Maricopa County Community College District: Scottsdale Community College Traffic Signal and Loop Road Design. Dibble provided loop road design for Phase 1, the eastbound left-turn lane into entrance one, construction management services, signal design, and coordination with the Salt River Pima-Maricopa Indian Community, ADOT, and the Maricopa Department of Transportation. **Reference:** Arlen Solochek, 480.731.8232



City of Scottsdale: Indian School Road, Drinkwater Boulevard to Pima Road, Roadway Improvements. Dibble provided design for improvements to approximately two miles of Indian

School Road from Drinkwater Boulevard to Pima Road. The improvements included assessing the operational feasibility of a reversible center lane for the Indian School Road corridor in Scottsdale. The operational analysis of the corridor and its major intersections was performed in SYNCHRO 7. Since the City's travel demand model is not designed to

evaluate reversible-lane conditions, traffic volumes for the analysis were developed using a set of customized model scenarios, which included different combinations of extra through lanes and left-turn restrictions, to simulate the volumes in the two daily peak hours under reversible-lane operations. **Reference:** Annette Grove, 480.312.2399

Surveying

City of Avondale: 107th Avenue Surveys. Dibble provided a boundary survey and legal descriptions for the Northeast Booster Pump Station and treatment building parcels. **Reference:** Lari Spire, 623.333.4423

City of Avondale: Benchmark Inventory. Dibble completed Benchmark data as provided by the City to compare to the Maricopa County Geodetic Densification and Cadastral Survey Results of Surveys to compile data for future updates to the City of Avondale Control Networks. The Maricopa County corner location format was used to identify corners by Township, Range, Section number and corner location. The City of Avondale NGVD29 elevations were compared to the calculated Maricopa County NGVD29 elevations. Any benchmark that fell outside the accepting criteria of 0.30 feet of difference between the calculated and published elevations has been deemed as a possible unreliable elevation.

Reference: Lari Spire, 623.333.4423

City of Avondale: GPS Training. Dibble provided advanced GPS training for City of Avondale staff. Training was conducted on Topcon GPS hardware and processing software in support of surveying tasks that support a GPS mapping program of underground utility appurtenances and possible cadastral, as built, and topographic mapping tasks. **Reference:** Lari Spire, 623.333.4423

Hydrology/Hydraulics

City of Avondale: Areawide AZPDES Permit. Dibble prepared a Notice of Intent (NOI) and supplementary documentation to obtain a permanent Areawide De Minimus Permit from the Arizona Department of Environmental Quality in compliance with the Arizona Pollution Discharge Elimination System. The Areawide Permit authorized periodic discharges from Well 8 and all other wells with limited discharges from operation along with other periodic low volume discharges associated with operation of the City's water system (e.g. reservoir overflows, well pumpout and maintenance, line breaks, hydrant flushing, etc.) The Areawide Permit NOI required documentation of the source, nature, and estimated volume associated with potential discharges. In addition, it requires documentation of Best Management Practices (BMPs) designed to minimize the potential for contamination of downstream receiving waters.

Reference: Steve Ruppenthal, 623.333.4433



City of Avondale: Garden Lakes Drainage Improvement Study.

The drainage structures (catch basins and connector pipes) draining to the south lake in the Garden Lakes community

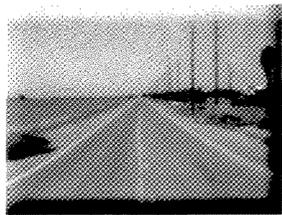
experienced a stagnant (ponding) water condition. The City needed to eliminate this condition due to vector control issues. The City's preferred solution was to simply remove the baffle that separated the lake water from the culvert water, allowing the ponding water to enter the lake. Dibble conducted a study to ensure that the proposed solution would not create an adverse impact to system capacity. The portion of

the community studied consisted of parcels 19 and 30, which drain to the lake via five pipes. **Reference:** Scott Tkatch (formerly with the City of Avondale), 928.777.1140

Sundt Construction, Inc.: Avondale Boulevard Drainage Study as a subconsultant. Dibble provided a drainage study for the Avondale Civic Center property owned by Sundt. **Reference:** Bill Lies, 480.293.3000

GIS Programs

City of Avondale: GIS Data Maintenance and Special Projects. Dibble provided GIS data maintenance and support, database design, development of ArcIMS website, equipment specification for the GPS base station, and software/hardware requirement recommendations. **Reference:** Lari Spire, 623.333.4423

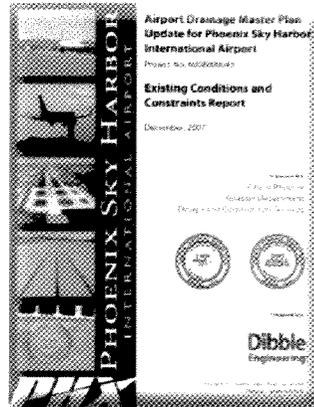


Maricopa County Department of Transportation: Scalloped Streets Candidate Assessment Report.

The purpose of the project was to identify and prioritize segments of scalloped streets in the southeast Valley for widening improvements. These scalloped streets create bottlenecks, add congestion, and slow down traffic since they do not have the capacity to meet current traffic demands. The evaluation of scalloped streets was accomplished using GIS and project prioritization was performed using Microsoft Access. The project area is bounded by Hunt Highway to the south, I-10 to the west, the Salt River to the north, and Meridian Road to the east. Within the study area, there are over 130 miles of scalloped streets, including over 104 miles of arterial streets and 26 miles of collector

streets. Of these 130 miles, 15.8 miles are classified as high priority for improvements due to accident history, traffic congestion, and safety concerns. About 44.6 miles have a medium priority while 69.7 miles have a low priority. **Reference:** Bob Woodring, 602.506.1766

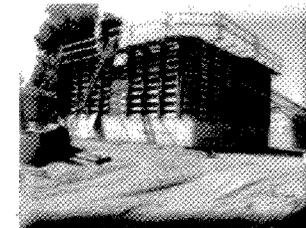
City of Phoenix PSHIA: Airport Drainage Master Plan Update. Dibble is providing engineering and master planning services to update the Airfield Drainage Master Plan (DMP), prepared in February 2001, and is necessary due to extensive airport expansion plans. The DMP Update will be used as a planning and programming tool to coordinate construction of the storm drainage system in conjunction with other airport infrastructure upgrades that are planned over the next 10 years.



Work consists of verifying and updating existing storm drain facilities information within the airport operating area and areas of proposed expansion; investigating and identifying drainage issues through the development of a storm water system computer model; developing recommended storm drainage infrastructure; and creating schematics of the approved projects. Drainage facilities are compiled in a GIS database, with detailed graphic representations tied to a database of information for each facility feature. This database will be included in the Phoenix Sky Harbor International Airport comprehensive GIS system that is currently under development. The project includes developing a five-year and ten-year drainage improvement CIP Program

with budgets and scopes of work for individual civil design consultant procurements. **Reference:** Dave Hensley, 602.273.3338

Improvement District Administration



Town of Queen Creek: Ellsworth Loop Road Improvement District (ID). Dibble completed the design of over four miles of roadway: Ellsworth Loop Road from

north of Chandler Heights Road to Queen Creek Road and Rittenhouse Road from east of Hawes Road to Ocotillo Road. Ellsworth Loop Road was designed as a by-pass route for trucks and commuter traffic and provides access for proposed commercial developments. Most of the roadway was designed with six travel lanes and a raised median. The design includes a depressed intersection at Ellsworth Loop and Rittenhouse Roads that required a major bridge structure design to take Ellsworth Loop Road under the existing Union Pacific Railroad track. Work also included a new bridge structure crossing the Queen Creek Wash. The project was built utilizing funds from one of the largest improvement districts to date in Arizona. The design contract involved many disciplines including transportation, drainage, traffic, mapping, water resources, geotechnical, environmental, structures, and landscape architecture. **Reference:** Dick Schaner, 480.358.3136

Cochise County: Babocomari Improvement District. Developers of the Babocomari Land Grant near Whetstone formed the Babocomari Development Association to facilitate the development of approximately 3.5 square miles. The Babocomari ID was formed to design and construct the roadway and drainage backbone

for the area. Dibble was selected as the District Engineer and was responsible for the design of approximately four miles of roadway and drainage improvements. The development area abuts SR 90 and includes the design of three traffic signals at SR 90. Significant coordination efforts with the Babocomari Development Association and ADOT were required. Dibble functioned as a department head for Cochise County, reporting directly to the Board of Supervisors, which also serves as the ID Board. **Reference:** Patricia Morris, 520.432.9322

City of Peoria: East Paradise Lane Improvement District. Dibble provided assessment engineering, design and construction administration services for the East Paradise Lane ID. The ID was formed to complete one mile of roadway improvements including alignment studies; right-of-way delineation; traffic signalization; landscaping and irrigation improvements; two bridges over Skunk Creek; 4,000 linear feet of 12-inch waterline; 3,600 linear feet of 12-inch sanitary sewerline and 600 linear feet of 8-inch sewerline; 1,500 linear feet of 24-inch storm drain; and 1,800 linear feet of channel improvement. This project also included coordination with local business and property owners. Dibble provided assessment engineering services that included assessment diagrams, assessment methodology, assessment spreads, and benefit analysis for the formation of the ID. **Reference:** Dave Moody, 623.773.7367

DIBBLE'S LEGAL ORGANIZATION

Dibble Engineering is a wholly-owned Arizona corporation with our corporate office in Phoenix, Arizona. There is no separate parent organization.

DIBBLE'S IDENTIFICATION INFORMATION

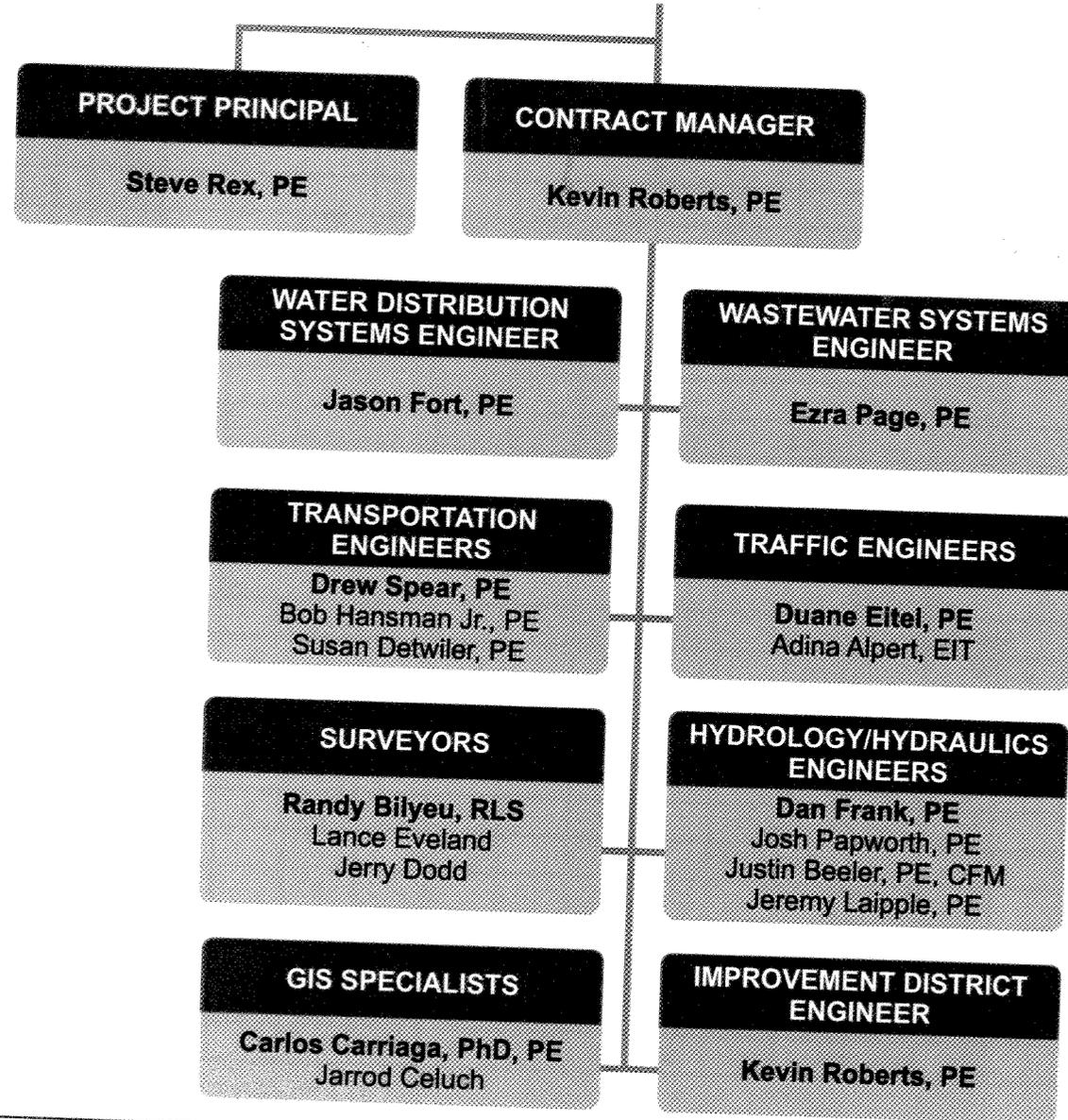
Legal Name	Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)
Address	7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
Legal Form	Wholly-Owned Arizona Corporation
Point-of-Contact	Kevin Roberts, PE Contract Manager
Address	2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395
Phone / Fax	623.935.2258 / 623.935.2361
Principal Office Location	7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
West Valley Office Location	2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395

PERSONNEL QUALIFICATION AND PERTINENT EXPERIENCE



PERSONNEL QUALIFICATION AND PERTINENT EXPERIENCE

Dibble offers a diverse team of skilled professionals who have the qualifications, recent and related experience, and the expertise in their respective fields to successfully complete any tasks that may be assigned under this contract. For a breakdown of the Dibble Team among disciplines, see the Project Team Organization Chart to the right. The table on pages 11 and 12 details each team member's experience based on the categories listed in each discipline. Resumes for key team members (bolded on the organizational chart) are in the attached appendix.



Discipline Categories

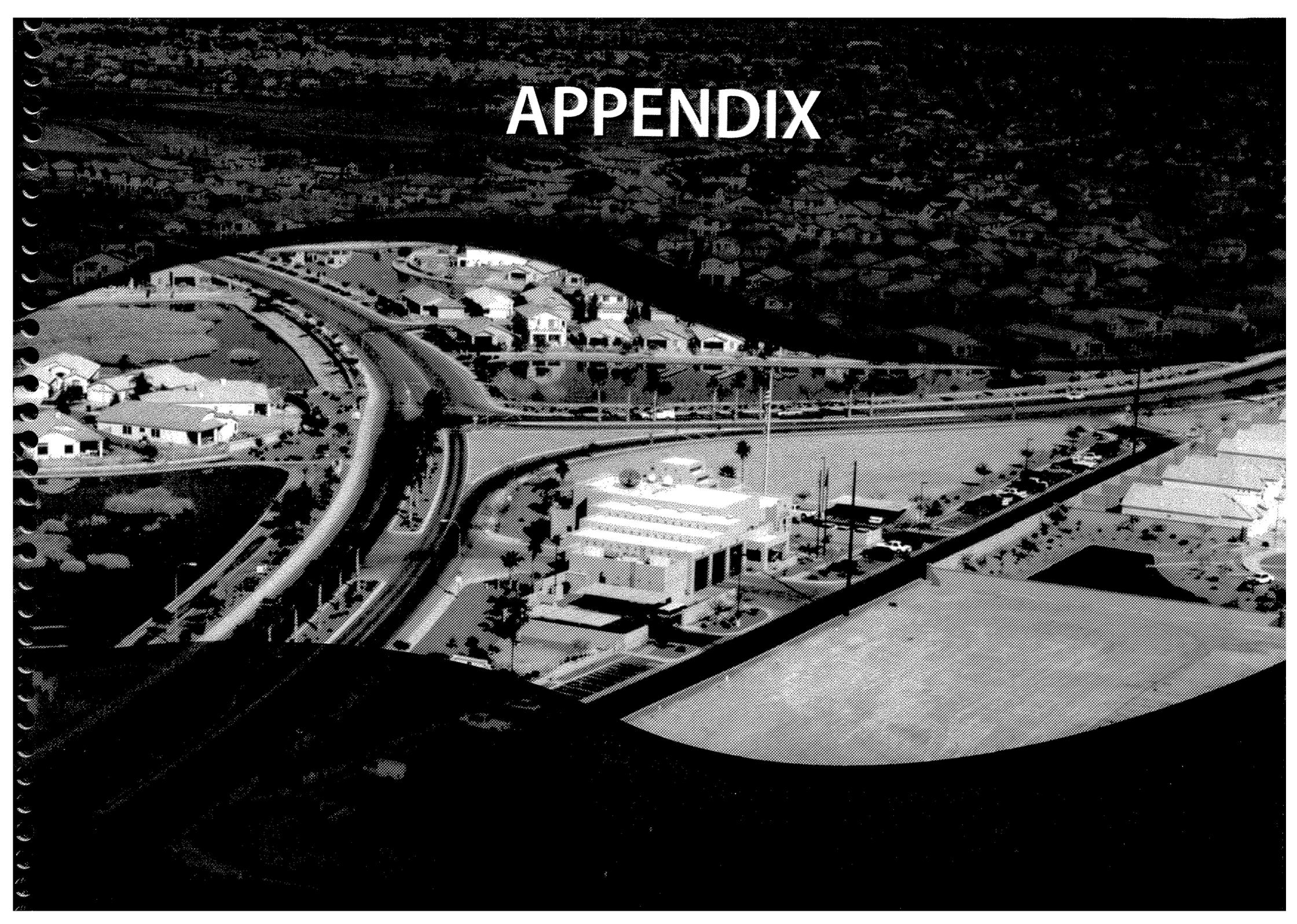
Years of Experience

S. Rex, PE 23
 K. Roberts, PE 13
 J. Fort, PE 9
 E. Page, PE 10
 D. Spear, PE 22
 B. Hansman Jr., PE 24
 S. Detwiler, PE 11
 R. Bilyeu, RLS 36
 L. Eveland 14
 J. Dodd 9
 D. Eitel, PE 30
 A. Alpert, EIT 3
 D. Frank, PE 14
 J. Papworth, PE 12
 J. Beeler, PE, CFM 7
 J. Laipple, PE 5
 C. Carriaga, PhD, PE 29
 J. Celuch 7

	S. Rex, PE	K. Roberts, PE	J. Fort, PE	E. Page, PE	D. Spear, PE	B. Hansman Jr., PE	S. Detwiler, PE	R. Bilyeu, RLS	L. Eveland	J. Dodd	D. Eitel, PE	A. Alpert, EIT	D. Frank, PE	J. Papworth, PE	J. Beeler, PE, CFM	J. Laipple, PE	C. Carriaga, PhD, PE	J. Celuch
Water Distribution Systems																		
Feasibility Studies	X		X	X														
Wells	X		X															
Distribution Systems	X		X	X														
Pump Stations	X		X															
Storage Facilities	X		X	X														
Treatment Plants	X		X															
Wastewater Systems																		
Studies	X		X	X														
Collection System Design	X		X	X														
Disposal System Design	X																	
Treatment Plants	X																	
Lift Stations	X		X															
Transportation Engineering																		
Roadway Improvements	X	X			X	X	X				X							
Master Plans		X			X	X					X							
Transportation Planning					X	X					X							
Traffic Calming					X						X	X						
Intersection Design	X	X			X	X	X				X							
Traffic Engineering																		
Multi-modal Systems					X		X				X							
Traffic Studies					X						X	X						
Traffic Safety					X						X	X						
Intelligent Transportation Systems (ITS)											X	X						
Traffic Operations											X	X						

Discipline Categories	S. Rex, PE	K. Roberts, PE	J. Fort, PE	E. Page, PE	D. Spear, PE	B. Hansman Jr., PE	S. Detwiler, PE	R. Bilyeu, RLS	L. Eveland	J. Dodd	D. Eitel, PE	A. Alpert, EIT	D. Frank, PE	J. Papworth, PE	J. Beeler, PE, CFM	J. Laipple, PE	C. Carriaga, PhD, PE	J. Celuch
Years of Experience	23	13	9	10	22	24	11	36	14	9	30	3	14	12	7	5	29	7
Surveying																		
Topographic and Boundary Surveys																		
Construction Staking								X	X	X								
As-Built Surveys								X	X	X								
Right-of-Way and Easement Investigation								X	X	X								
ALTA Surveys								X	X	X								
Legal Descriptions								X	X	X								
Hydrology/Hydraulics								X		X								
Master Plans		X																
Hydrology Studies		X										X	X	X	X	X	X	
Storm Water Drainage Facility Design		X										X	X	X	X	X	X	
GIS Programs													X	X	X	X	X	
Data Collection and Development																		
Map Compilation																	X	X
Transformation																	X	X
Systems Integration																	X	X
Improvement District Administration																	X	X
Roadway	X	X			X		X											
Water	X	X	X		X													
Wastewater	X	X	X	X	X													
Drainage Systems	X	X			X													
Parks		X										X	X				X	
Other Types of Infrastructure	X	X	X		X													

APPENDIX



V. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions, and, if awarded the Agreement, agrees to be bound thereto.

Dibble Engineering
FIRM SUBMITTING SOQ

86-0180445
FEDERAL TAX ID NUMBER

Steven E. Rex, PE, Chief Operations Officer

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

2440 N. Litchfield Road, Suite 210
ADDRESS

623.935.2258 623.935.2361
TELEPHONE FAX #

Goodyear AZ 85395
CITY STATE ZIP

April 16, 2008
DATE

WEB SITE: www.dibblecorp.com

EMAIL ADDRESS: steve.rex@dibblecorp.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?
If yes, please provide details and documentation of the certification.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Oridian's Response to the RFQ]

See following pages.

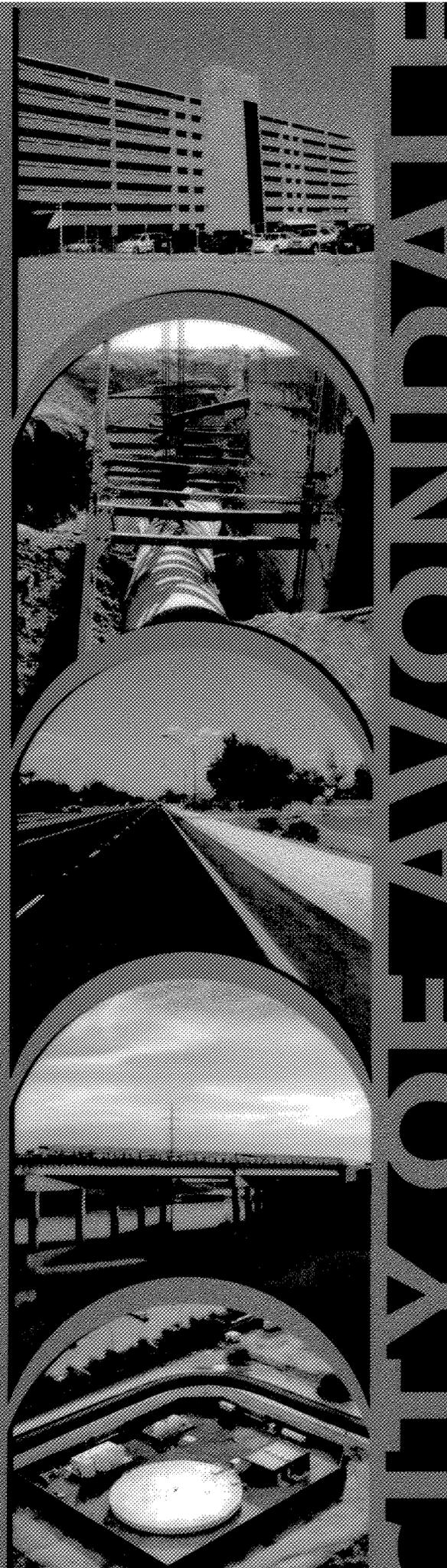
**Statement of Interest
to Provide Professional Services
for Capital Improvement
Projects for the
2008/2009 and 2009/2010
Fiscal Years**

Submitted to: City of Avondale
City Clerk
Submittal Date: April 16, 2008



Address: 7500 N. Dreamy Draw Dr.
Suite 200
Phoenix, AZ 85020

Contact: Elliott Gappinger
Phone: 602.957.3936



ORIDIAN
CONSTRUCTION SERVICES, LLC
A DIBBLE & ASSOCIATES COMPANY
ROC 183065 CLASS A
ROC 206114 CLASS B

7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4669
Tel. 602-957-3936
Fax 602-957-1488
www.oridian-services.com

CONSTRUCTION MANAGEMENT

PROJECT MANAGEMENT

CONSTRUCTION STAKING

April 16, 2008

Mr. Charles Andrews, Senior Project Manager
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323

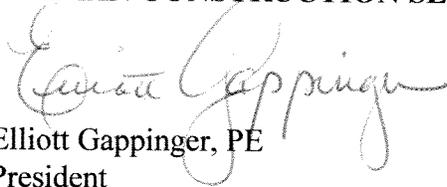
Re: FY 2008/2009 Professional Consultants Selection List

Oridian Construction Services requests to be placed on Avondale's consultant selection list for construction management services.

Oridian has excellent CM and inspection experience on a variety of projects, including some for the City of Avondale, and including CM at Risk and design-build projects. We have successfully administered construction contracts on projects ranging in size from \$1 million to over \$40 million. Our staffing resources are considerably larger than the number of personnel shown in the attached Statement of Qualifications, so we have the ability to respond to any project needs that the City may have. The personnel shown are immediately available and have expertise that is appropriate to the types of projects that are upcoming within the City.

We appreciate this opportunity to present Oridian's credentials to the City of Avondale, and we look forward to working with you in the near future as your construction manager.

Sincerely,
ORIDIAN CONSTRUCTION SERVICES, LLC


Elliott Gappinger, PE
President

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Oridian Construction Services, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

, April 4 2008
Signed Date
Elliott Gappinger

Print Name

President

Title

Oridian Construction Services

Company Name

7500 N. Dreamy Draw Dr., Ste 200

Address

Phoenix AZ 85020-4669

City, State, Zip Code

END OF ADDENDUM No. 1



REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:
 - d. Provide a statement regarding the following:
 1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience **40 pts**

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

DISCIPLINE SPECIALTY CHECK LIST



CITY OF AVALONDALE

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Oridian Construction Services
Address 7500 N. Dreamy Draw Drive, Suite 200
City Phoenix State AZ Zip 85020
Contact Name: Elliott Gappinger
Title: President
Telephone 602-957-3936 Fax 602-957-1488

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Plan Review Services
- Landscape Architects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations & Structural Design
- Electrical & SCADA Programming
- Construction Management
- Architects
- Improvement District Administration

Section 1 – General Factors and Compliance

Oridian has performed construction management and inspection on several projects for the City of Avondale. We are familiar with the City's insurance requirements and contract documents, and we will comply with all of the provisions therein. We are also familiar with the City's expectations for consultant construction managers. On past projects we have developed good working relationships with members of the City staff.

Approach and Understanding

As construction managers Oridian does not prepare design drawings, but we have a great deal of experience performing constructibility reviews and providing quality evaluations of construction plans and specifications.

The basis of our approach to Construction Management, a method that has worked very well, is to **focus on teamwork**. While formal partnering is not necessary, some of the elements of it are valuable for managing a project. The teamwork concept is integral to our philosophy of how to maintain control of project quality, budget, and schedule.

Our management plan for City of Avondale projects includes several key elements:

Quality Control

Elements of our Quality Control program include complete and accurate documentation of project information through meeting notes and daily field reports, close communication with project team members including City staff, and an adequate materials testing program which includes timely turn-around of test result reports.

Oridian employs a staff of highly qualified and experienced inspectors. They are equipped with pick-up trucks, cell phones, and all the proper tools and equipment needed for the task at hand. We have provided full-time inspection specific to on-going projects as part of a construction management team and inspections as an agency representative, under contract to the City of Phoenix Development Services, City of Glendale, and Maricopa County Department of Transportation. On large or small scale vertical projects we provide specialty inspections (typically through sub-consultants) for architectural, mechanical, electrical, and special systems items. We have experience in inspection of large projects, coordinating the work of up to 7 sub-consultant inspection firms. Our quality inspection services for Avondale projects will likely include:

- Preparing daily reports of construction activity and observations.
- Close coordination with the Contractor's materials testing consultant.
- Coordinating with City staff.
- Enforcing contract documents regarding any special inspections, tests, and reports required to be provided by the contractor.
- Reviewing of contractor's red-line "as-builts" on a monthly basis and at project close-out.
- Monitoring jobsite safety issues and reporting deficiencies to the contractor and owner's representative.
- Reviewing monthly pay applications for verification of quantities being billed.
- Preparing punch-lists for substantial and final completion status.

On every project we have been assigned to inspect, there are daily quality issues that must be monitored and enforced. These include:

- Proper bedding, backfill, and jointing of pipe installation.
- Proper material compaction for embankments, subgrade, and aggregate base.
- Proper mix designs, placement, and vibration of concrete pours.
- Proper delivery, lay-down, and compaction procedures for asphalt paving.
- Proper placement, size, and spacing of reinforcing steel.
- Adequate and safe shoring, barricading and traffic control.

These are but a few of the quality issues that we face every day in our inspection capacity. Our inspectors don't hesitate to reject work that is not in conformance with the contract documents, but will also apply common sense to their observations and decisions.

Oridian will perform as an extension of your staff. In all aspects of our work we are representatives of the City of Avondale, working to promote and protect your best interests, keeping the entire team focused on the project's objectives – delivering a quality project on time and within budget.

Budget Control

Again using the teamwork approach, Oridian works closely with the contractor to identify potential issues or problems that could result in additional cost to the project. As soon as an issue arises, we will bring the proper team members together to develop a cost effective and timely solution. We perform diligent reviews of extra work and change order request items to assure that the proposed costs are justified and reasonable.

Disputes that become claims are often a hidden cost to projects – not showing up until after the work has been completed. Oridian has a regular agenda item in our weekly meetings to identify and document potential disputes before they become major problems. This is discussed in more detail later in this Section.

During construction, we monitor each monthly pay application closely against the approved Schedule of Values to ensure that the contractor is staying within budget as compared to the actual work completed, check for proper allocation of costs to line items, and verify the appropriate use of any contingency line items.

Oridian is accustomed to monitoring our own budget closely to ensure that we stay within the cost allocated for our services. This includes monitoring our subconsultants, reviewing timesheets at each pay period, and tracking both hours and dollars expended against budget on a regular basis.

Schedule Control

The teamwork approach with the contractor focuses on problem solving in order to stay on schedule. During construction we will lead weekly progress meetings that are oriented around the project schedule. The 2-week look-ahead schedules submitted by the contractor at the progress meetings are compared to their approved CPM schedule to confirm the project status or discover potential problems. When issues are identified that threaten the schedule we will assemble the appropriate people for a special meeting

to find solutions for those issues. In our experience contractors usually respond well to a team approach when they see that the effort of the team is likely to help them stay on schedule.

Maintaining logs of submittals and RFIs, tracking their disposition, and expediting turn-around when necessary, assists greatly in maintaining the project schedule. Oridian staff is accustomed to performing these tasks on every project we manage.

We utilize Primavera SureTrak for critical path scheduling. We can build a construction schedule independent of the contractor, if necessary, to check assumptions in the critical path logic, or to try "what if" scenarios when evaluating alternatives. This capability has been extremely valuable on some past projects.

Construction Coordination / Impacts to Public

Oridian takes a pro-active role in coordination of construction activities for the benefit of all project stakeholders and the general public. We can lead, support, and participate in pre-construction partnering meetings and other coordination meetings with groups such as landowners, outside agencies, utility companies, and others. At these meetings, lines of communication are established and the concerns of each group are identified. We are experienced in leading public meetings to hear and address the needs of the general public prior to the start of construction.

Once all stakeholders have been identified we, along with the Contractor, can put together a plan to address their needs. Oridian maintains regular communication and coordination with stakeholders through invitations to the weekly progress meetings, distribution of meeting notes via e-mail, and verbal communication throughout the duration of construction. Through public information sub-consultants, we have maintained telephone hotlines, distributed informational flyers, and established project signage for the benefit of the public. Our efforts have been successful in minimizing impacts to the public by placing an emphasis on excellent communication practices.

Construction Conflicts and Disputes

Oridian has ample experience in assisting our clients with the resolution of contractor disputes and claims; however, our focus as construction contract administrators is on preventing claims from occurring in the first place. One of the key ways that we do this is to pointedly ask the contractor, at every progress meeting, if they have any issues or potential disputes that need to be addressed. If they do, then we begin immediately to define the issue and seek out possible solutions. This process almost always resolves the matter before it grows into a claim. In the few cases where a resolution is not found, Oridian has, through this process, developed excellent documentation for use in the defense of any resulting claim.

One of the best tools in resolving construction conflicts is to have a superior knowledge of the contract documents. Oridian is very well acquainted with the type of contract documents utilized by the City of Avondale. We have also used the MAG Standard Specifications and Details, and the various supplements to MAG, on many projects. We have experience with the contract documents used by most of the other public agencies in Arizona, and with AIA and other contract forms used in the private sector.

Project Safety

Oridian is committed to the safety of all employees, visitors, and the general public on any project with which we're involved. We have a written safety plan that each employee is given a copy of and expected to adhere to. In our project management capacity, we will require that the Contractor submit their project-specific safety plan for our review prior to the start of construction. At any time during construction, if we observe an unsafe condition or the Contractor performing an operation that is not in compliance with their safety plan or standard OSHA requirements, we will bring this to the attention of the Contractor's field supervisor and/or the owner's representative. Our weekly construction progress meetings also have Safety as a regular topic on the agenda for discussion each week. Oridian will work with the Contractor as part of the overall project team to promote safety in any way we can.

Section 2: Vendor's relevant experience, availability and capability

Oridian is a consulting firm specializing in construction management, contract administration and inspections on all types of projects. The company holds Arizona contractor's licenses in general engineering (ROC183065 Class A) and general commercial (ROC206114 Class B-01). Thus, we have proven skills in cost estimating, construction scheduling, and construction management.

Available Staffing

The number and types of construction management and inspection staff persons currently available to the City of Avondale are as follows:

Project managers	3
Registered engineers	2
Construction inspectors	4
Registered land surveyors	2

These persons also have experience with cost estimating, construction scheduling, bid document preparation (including construction specifications), shop drawing review, and the full range of post design services – including close-out procedures for construction projects. In addition, Oridian often utilizes the resources of subconsultants for materials testing and public information.

Example Projects

The following examples of relevant projects for which Oridian has provided construction management and inspection services are intended to show a range of project sizes and types. Numerous additional project descriptions are available.

Broadway Road Gravity Sewer – 59th to 75th Avenue, City of Phoenix

This project consists of the installation of a gravity sewer pipe, 42" and 36" diameter fiberglass reinforced polymer pipe (FRP), from 75th Avenue to 59th Avenue on Broadway Road. The sewer line is being installed by a home builder/developer under an agreement with the City of Phoenix. The deep installation and unstable soil conditions in some areas have made this a challenging project. Oridian is providing construction inspection and project coordination, acting as the City of Phoenix Water Service Department's representative on the project. Our duties include inspection of the pipe installation, oversight and review of the materials testing program on the project, coordination with the Maricopa County inspector for issues related to work within MCDOT right-of-way, coordination with the design engineer and COP WSD staff for design issues and changes, and review/approval of "as-built" plans.

Construction Dates: 3/2007 to present. Anticipated completion: 5/2008

Construction Amount: \$6.2 million (approx.)

Client Reference: Mr. Tim Tax, 602-261-8362; Mr. Roger Olsen, P.E., 602-534-2290

McDowell Road Sanitary Sewer – 27th to 29th Avenue, City of Phoenix

This project involved the installation of 1590 lf of 18" VCP along McDowell Road from 27th Ave to 29th Ave to replace an under-sized 15" main. An extensive 12" by-pass with several pumps was constructed to move the sewer flows around the work zone throughout the entire construction period. This project was complicated by several unmarked utilities and a traffic control plan that required switching of a lane from east bound to west bound daily at noon and reversing at night. ORIDIAN performed the construction administration and inspection for the project including: conducting and documenting progress meetings, processing submittals and RFI's, review of contractors pay applications, measurement of quantities, issue resolution, and full-time around the clock observation (when needed). This project was constructed through the CM at Risk delivery method.

Construction Dates: 7/2007 to 10/2007

Construction Amount: \$1,019,000

Client Reference: Mr. John Masche, P.E., 602-534-6997; Ms. Sheri Jackson, 602-262-4700

Sanitary Sewer Relief/Replacement Program - Priority Project #6, City of Phoenix

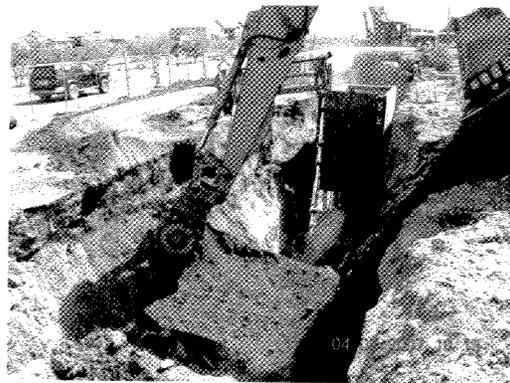
Priority Project #6 involved work at two locations. At Wier Ave. west of 35th Avenue, within a residential subdivision, 225 lf of 8" sewer line was replaced with a new 12" sewer line to relieve the burdened line. Here a continuous sewage by-pass was maintained with silent pumps. In addition to new pipe and manholes, existing brick manholes were rehabilitated. At the 24th Street and Broadway Road site, the contractor installed a new 15-inch VCP line from Broadway Road south 1475 feet. New manholes were constructed and laterals tied in. This was another site with unstable cobble that resulted in over-excavation and a wide trench, hence extensive pavement replacement. Traffic control was also an issue on these busy streets.

Oridian provided construction administration, full-time and sometimes around-the-clock inspection (when needed). Oridian also provided the materials testing services (RAMM) and the public information services through subconsultants. This project was constructed through the CM at Risk delivery method.

Construction Dates: 7/2007 to 11/2007

Construction Amount: \$1,258,000

Client Reference: Mr. John Masche, P.E., 602-534-6997; Ms. Sheri Jackson, 602-262-4700



Zone 1 and Zone 4 Water Transmission Mains, City of Glendale

This project involved construction of 2.5 miles of 30-inch, 24-inch, and 20-inch water transmission mains in Glendale on Orangewood Avenue from 67th to 83rd Avenues and 83rd Avenue from Orangewood to Glendale Ave. The pipe material used was ductile iron for all sizes on the project. The project challenges included tight working conditions through a residential neighborhood, along with limited access traffic control requirements. There are also 2 elementary schools located within ½ mile of each other along the alignment. Oridian worked closely with the Glendale School district and others

to facilitate a construction phasing plan and school traffic routing plan that satisfied the needs of the project and provided for the safety of the public. Other project features included a jack-and-bore 36-inch steel casing pipe installation across the intersection of 71st Avenue and Orangewood. Oridian provided full construction administration and inspection services on the project, all materials testing through a subconsultant, and the construction staking.

Construction Dates: 6/2007 to 12/2007

Construction Amount: \$4,730,000

Client Reference: Mr. Jim McMains, 623-930-3667; Mr. Russell Fletcher, P.E., 623-930-2718

Van Buren Street Improvements, City of Goodyear

This **CM at Risk** project with the City of Goodyear involved two miles of widening to a major arterial street, and the construction of a bridge over Bullard Wash. Extensive coordination with local businesses and a large church was part of Oridian's responsibilities.

Construction Dates: 11/2006 – 7/2007

Construction Amount: \$15,000,000

Client Reference: Mr. Al Gonzales, 623-882-7924

Pecos and Germann Roads and Bridges for the Town of Gilbert.

Oridian was the project manager during design and the construction manager during construction of this **CM at Risk** project. It consisted of bridges over the East Maricopa Floodway and box culverts in the RWCD canal at both the Pecos Road and Germann Road crossings, as well as drainage improvements and street widening. The project was complicated by extensive utility conflicts and right of way issues, which Oridian helped to manage and resolve.

Construction Dates: Completed in April 2005

Construction Amount: \$12,500,000

Client Reference: Mr. Ron Nadzieja, 480-503-6191

Warner and Val Vista Roads Improvement and Railroad Crossings for the Town of Gilbert. Oridian was the construction manager for this project, which involved construction of two major street crossings of the Southern Pacific Railroad as well as widening of a mile of Warner Road from Val Vista to Greenfield. Oridian worked with the SPRR for construction permits and for inspection and timing of the construction work.

Construction Dates: Completed in October 2003

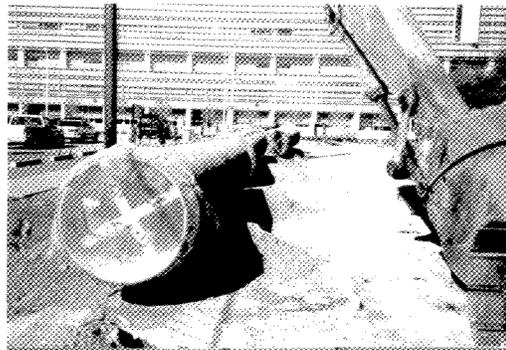
Construction Amount: \$1,700,000

Client Reference: Mr. Rick Allred, 480-497-4923

East Economy Parking Structures #1 and #2 at Sky Harbor Airport.

These projects both involved the construction of multi-level parking garages. Both were large and on a fast track, requiring very hands-on construction management by Oridian. Both projects required working within and around busy transportation facilities without causing major disruptions; and both projects involved managing numerous design subconsultants and contractors. The second project was **CM at Risk**.

Construction Dates: Completed in May 2006



Construction Amount: \$64,000,000 combined
Client Reference: Mr. Dave Hensley, 602-273-3338

Description of the Company

Oridian Construction Services was incorporated as a Limited Liability Corporation (LLC) in January 2001 (Delaware) and is a sister company of Dibble & Associates Consulting Engineers, which owns slightly over 50% of the company. Elliott Gappinger, P.E. is the president of Oridian and the primary contact concerning this SOQ. His office address is:
 7500 North Dreamy Draw Drive, Suite 200
 Phoenix, AZ 85020
 Phone: (602) 957-3936 FAX: (602) 957-1488

Main Office Location

Oridian's main office is local at the address shown above. All personnel assigned to Avondale projects will be based out of this Phoenix office.

Section 3: Personnel qualification and pertinent experience

Oridian wishes to be included on the consultant selection list for construction management. We have experience and qualifications on several types of projects for which we would like to be considered as construction managers for the City of Avondale. We have particular expertise in water and wastewater distribution systems, wells and water treatment, street and highway projects, bridges, and parking garages.

Relevant project and Staff Experience

Several relevant projects are described in Section 2 of this proposal. These and other recent projects that demonstrate our CM experience are shown below.

PROJECT NAME	PROJECT TYPE	KEY STAFF	SUBCONSULTANTS
Broadway Road Gravity Sewer	Waste Water System	RM, RS, JM	Quality Testing
McDowell Road Sanitary Sewer	Waste Water System	NP, RS	RAMM, KDA
Van Buren Street Improvements	Transportation	RM, RS, RJ	Ninyo & Moore
Pecos & Germann Roads Bridges	Transportation	RM, RS, RJ	
Phx. Sanitary Sewer Repair Program	Waste Water System	NP, RS, JM	RAMM, KDA
Glendale Zones 1 & 4 Water Mains	Water Distribution	AS, RS, JM	Quality Testing
Warner & Val Vista Street Widening	Transportation	RM, RS	
Avondale Northside Booster Station	Water Distribution	RM, RS	
Avondale Well 8 Reservoir & Pumps	Water Distribution	RM, RS	
Williams Field Rd. Reclaimed Water	Water Distribution	RM, AS, RS	

Legend:

Key staff persons referenced in the chart above are as follows:

- Ron Martinez, P.E. (RM) is project principal.
- Allen Semer (AS) is a senior project manager.
- Nelda Paddock (NP) is a project manager.
- Roy Stryker (RS) is a project manager and inspection supervisor.
- Johnny Mallow (JM) is a senior inspector.
- R.J. Greisenauer (RJ) is a senior inspector.

The subconsultants shown in the chart above are:

- Quality Testing - materials testing
- KDA – Kristen Darr & Associates, public information services
- RAMM – Ricker Atkinson McBee & Morman, materials testing

Ninyo & Moore – materials testing

Staff Experience Summaries

The following is a brief statement of qualifications for each of several key Oridian staff members who are available to the City of Avondale. Additional details are contained in the resumes which are attached this SOQ.

Ron Martinez, P.E. Experience: 30 years With Oridian: 7 years
Ron is a Vice President of Oridian and will serve as the **Project Principal**. He will ensure that our team is performing up to the expectations of the City, providing both technical and administrative support to the team as necessary. Ron has over 30 years experience in the design and construction of public works projects. Ron has served as the Principal for Oridian on most of Oridian's projects for the past 2 years.

Roy Stryker, C.E.T. Experience: 25 years With Oridian: 7 years
Roy is a **Project Manager** for Oridian and also functions as our Inspection Supervisor, overseeing our inspection staff. Roy has over 25 years experience in construction administration, inspection, quality control / quality assurance, design, and survey on public works projects. His resume includes many underground water and sewer projects, as well as many transportation and airport projects. Roy provides regular in-house training to keep all Oridian inspectors current on inspection techniques and knowledge.

Allen Semer Experience: 30 With Oridian: 3 years
Allen is a **Senior Project Manager** for Oridian. He will be available as needed for any Avondale project. Allen is an experienced civil engineer with over 30 years experience in all aspects of public works construction. He was the Project Manager for Oridian on the Williams Field Road Reclaimed Waterline Project, listed in Section 2 of this proposal. Allen is also a certified value engineer. As such he is very experienced in plan reviews and in finding ways to save money for the project owner without sacrificing quality.

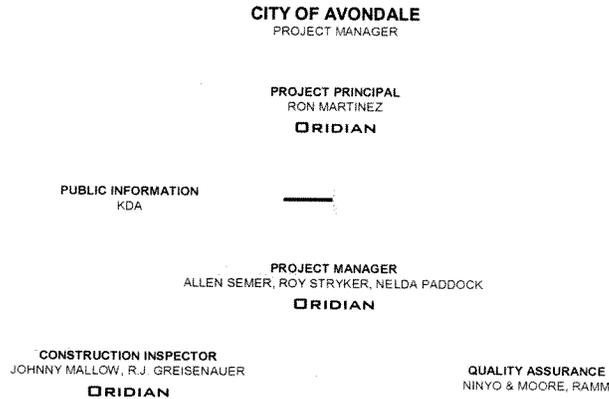
Johnny Mallow Experience: 25 With Oridian: 2 years
Johnny is a **Senior Construction Inspector** and will serve as a lead inspector for Avondale projects. Johnny has over 25 years experience as an inspector on water, wastewater, and street projects in Arizona and Colorado. Johnny has worked on five recent Phoenix and Glendale sanitary sewer projects, including those listed in Section 2 of this SOQ.

R.J. Greisenauer Experience: 26 With Oridian: 3 years
As a **Senior Construction Inspector** R.J. has provided construction inspections on several Oridian projects. His expertise is especially valuable on bridges and other major structures. He has over 20 years of construction experience. R.J. is also a certified welding inspector, which is a very useful skill on steel structures and on concrete lined steel pipe with welded joints.

Nelda Paddock Experience: 20 With Oridian: 6 years
Nelda is a **Project Manager** with Oridian, and has performed in this role on numerous projects. She has a degree in construction management from ASU. Nelda is especially adept at building teamwork and consensus on construction projects, while maintaining high quality standards.

The organization chart below shows, in general, how Oridian staff and materials testing subconsultants may be assigned to provide construction management and inspection services to the City of Avondale. A project manager, inspectors, and a materials testing firm will be selected based on the particular requirements of the project and on the availability of the staff persons.

PROJECT ORGANIZATION CHART



Certifications, licenses and memberships

Oridian has maintained membership in the Arizona chapter of the Associated General Contractors (AGC) for the past seven years. Ron Martinez, vice president of Oridian has been a member of the American Society of Civil Engineers (ASCE) for many years. Other members of Oridian staff are certified and/or registered as follows:

Elliott Gappinger, president – registered civil engineer #12869 Arizona
 registered civil engineer #12637 Nevada
 registered land surveyor #16824 Arizona

Ron Martinez, vice president – registered civil engineer #13492 Arizona
 registered civil engineer #15198 New Mexico

Roy Stryker, project manager – NICET certified level 3 #079380

Frank Korycanek, survey manager – registered land surveyor #40809 Arizona

R.J. Greisenauer, inspector – AWS certified welding inspector #90010510 &
 #18801

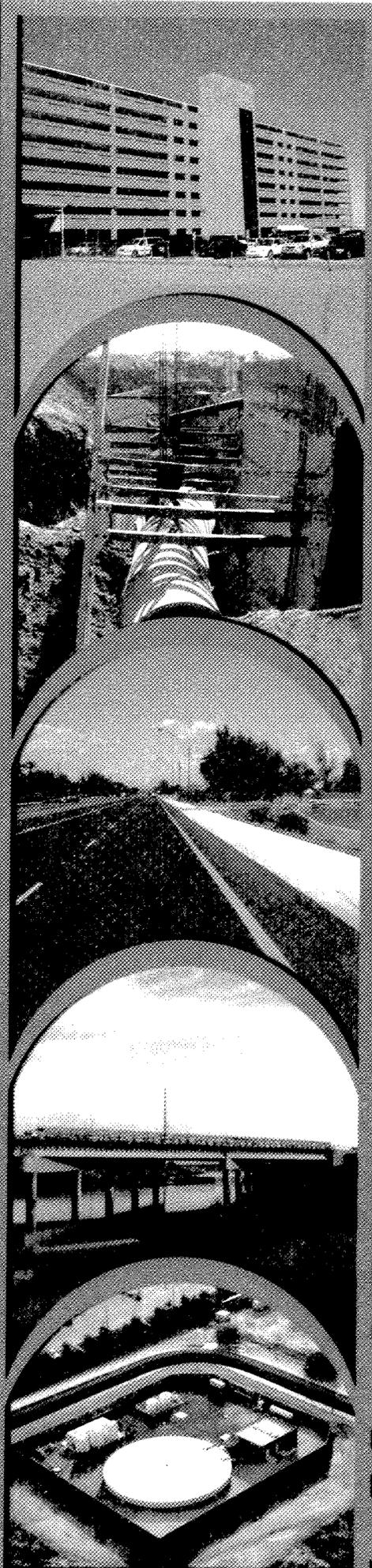
Allen Semer, project manager – certified value engineer (CVE)

Oridian proposes to use the services of **Kristin Darr & Associates, LLC (KDA)** for public information services and to assist with project team communication issues. **KDA is a certified DBE (100% woman-owned)** public involvement firm specializing in communicating complex technical messages to community-based audiences about civic functions including water/wastewater, transportation, flood control, drainage, safety, utilities, and the environment. KDA's professionals apply their experience to ensuring that project communications are clear, concise, and creatively engaging and informative for target audiences. Oridian and KDA have worked together on several projects for the City of Phoenix, and the results have been very good.

WHY CHOOSE ORIDIAN?

- ⊕ **We have excellent expertise as construction managers.**
- ⊕ **We have experience on City of Avondale projects.**
 - ⊕ **We can respond immediately to your needs.**
- ⊕ **Our people are knowledgeable and professional.**
 - ⊕ **We sincerely want to work with you.**

**VENDOR
INFORMATION
FORM**



CITY OF AVALON

SECTION B

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

<u>Oridian Constructing Services</u>	<u>86-1013996</u>
FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
<u>Elliott Gappinger, President</u>	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
<u>7500 N. Dreamy Draw Dr. #200</u>	<u>602-957-3936 / 602-957-1488</u>
ADDRESS	TELEPHONE FAX #
<u>Phoenix, AZ 85020</u>	<u>4/16/08</u>
CITY STATE ZIP	DATE
WEB SITE: <u>www.Oridian-services.com</u>	EMAIL ADDRESS: <u>egappinger@</u> <u>oridian-services.com</u>

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

No

If yes, please provide details and documentation of the certification.

RESUMES



CITY OF AVONDALE

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Ron has over 30 years of experience as a civil engineer and construction manager in the design and construction of various projects for both the public and private sectors. He is a Vice President of Oridian, and manager of the Project Management Division. Ron's background includes several years working for a local manufacturer of large diameter pipe products for the water and wastewater industry. Ron has over ten years experience with general contractors as a project manager, project engineer, and estimator. His qualifications and skills include construction supervision/management, contract administration, field inspection/quality control, design review/value engineering, public meetings/presentations, partnering concepts and applications, CPM scheduling, and cost estimating.

Representative Project Experience

Water & Wastewater Construction Management

- ▶ **Zone 1 and Zone 4 Water Transmission Mains for the City of Glendale.** Ron served as the Project Principal for Oridian during the construction phase of this project which included 2.5 miles of 30", 24", and 20" ductile iron water pipe in Orangewood Avenue from 67th Ave to 83rd Ave. and 83rd Ave from Orangewood to Glendale Ave. The project challenges included limited access on Orangewood, and close coordination with 2 elementary schools located within the project construction zone.
- ▶ **Broadway Road 42" and 36" Sanitary Sewer for the City of Phoenix.** Ron is serving as the Project Principal for Oridian on this 2-mile sewer main installation project from 75th Ave. to 59th Ave. Oridian is providing project management, oversight inspection, and coordination with the residential developer on this work, being constructed under a public-private partnership agreement. The City has approved the use of fiberglass-reinforced polymer pipe (Hobas) for this project. The depth of installation and less than favorable soil conditions, along with existing parallel utilities make this a challenging project.
- ▶ **Paradise Valley 20" and 16" Water Transmission Main for the City of Phoenix.** Ron served as Project Principal for Oridian on this project, which included 2.5 miles of 20" and 16" waterline owned by the City of Phoenix within the Town of Paradise Valley. The new waterlines were constructed within a sensitive up-scale residential area, additionally complicated by deteriorated asphalt pavement, unknown underground utilities, and a jack-and-bore installation under the Indian Bend Wash. Oridian staff provided construction administration and full-time inspection.
- ▶ **Williams Field Road Reclaimed Waterline for the Town of Gilbert.** Ron served as the Project Principal for Oridian on this project which included installation of 7000 LF of new 16" ductile iron pipe from SR 202 (Santan Freeway) to the Union Pacific Railroad. A jack & bore with 30" casing pipe was required under the UPRR tracks within their right-of-way. Utility crossings at the Higley Road intersection and traffic control maintenance made this a challenging project.
- ▶ **Curry Road 42" Water Transmission Main for the City of Tempe.** Ron served as the Project Principal for Oridian on this project. It consisted of installation 3650 LF of new 42" Concrete Cylinder Pipe (CCP) in Curry Road from Scottsdale Road to Stadem Drive. Other project features included new 12" and 8" distribution system piping in the Scottsdale Rd. and Miller Road intersections. Close coordination with other agencies impacted by the project, including SRP, ADOT, MCDOT, and the FCDMC was required by Oridian staff in addressing and resolving project issues.
- ▶ **Pinnacle Peak Road Sewer Construction for the City of Peoria.** This project included installation of approximately 2.5 miles of 15" sanitary sewer main through an existing residential neighborhood. A buried crossing of the Agua Fria River with a grade control structure was also constructed. Ron's duties included supervision and oversight of the inspection effort provided by ORIDIAN to the City, coordination with the City personnel and general contractor for resolution of field issues, and coordination with the design engineer for processing of submittals,

Ronald F. Martinez, P.E.
Vice President

Project Role
Principal

Education
B.S. Civil Engineering, 1976
New Mexico State University

Registration
Arizona, Professional Engineer No.
13492

Professional Affiliations
American Society of Civil Engineers

RFI's, progress payments and general correspondence. Ron conducted weekly progress meetings with the contractor and provided follow-up on issues of concern to the City of Peoria.

- ▶ **West End Water Company Well Site Relocation for the West End Water Company.** This project consisted of the construction of a complete new well site, with above ground storage tank, pump building, booster pumps, controls, and all related site work. Ron's duties included oversight of the inspection effort provided by ORIDIAN and coordination with West End Water Company personnel and the general contractor for resolution of field issues. He was responsible for contract administration, including processing of submittals, RFIs, progress payments, change order requests and general correspondence. Ron conducted weekly progress meetings with the contractor, provided meeting minutes, and follow up on issues of concern to the client.
- ▶ **Storm Water Pump Station at I-17 and Indian School Rd. for the Arizona Department of Transportation.** Ron served as the Project Manager for the contractor on this project. The job included demolition of the existing freeway level pump house, construction of a 40-foot deep wet well, box culvert inlet structure, storm water pumps, controls, back-up generator building, and the pump station yard. Responsibilities included development of the CPM schedule, coordination of suppliers and subcontractors, supervision of on-site construction personnel, contract administration, and coordination with ADOT supervisory personnel.
- ▶ **Pima Road Utilities for the Salt River Pima-Maricopa Indian Community.** Ron had general oversight responsibilities for both design and construction of the SRPMIC's Pima Road Utility project, which included 8 miles of 30", 36", and 48" trunk sewer, 8 miles of 12" water main, and 7.5 miles of fiber optic telecommunications duct bank. Ron provided plan review and coordination with the design consultant during all phases of design and supervised the Community's project manager and inspection personnel during construction of the project.
- ▶ **Salt River Pima-Maricopa Indian Community Water System Improvements.** This project consisted of 2 new irrigation supply wells and 2 new domestic water supply wells on the Salt River Pima-Maricopa Indian Community, north of the Arizona Canal. Ron had general oversight responsibilities during design and construction of the project, which included well drilling, casing, pumps, controls, and temporary storage tank.
- ▶ **Center Street Waterline for the City of Mesa.** This project included 2 miles of new 36" and 30" concrete cylinder pipe along Baseline Road and Center Street in Mesa. The work required bored & jacked crossings under the Southern Pacific Railroad at two locations. Ron was responsible for all contract administration and coordination with the City field personnel.
- ▶ **Greenfield Road Retention Basin for the City of Mesa.** Ron was the Project Engineer for the general contractor on the project. It included excavation of a new storm water retention basin, construction of inlet structure and an overflow pump station. Ron was responsible for calculation of the excavation quantities, coordination of subcontractors, suppliers, quality control personnel, and resolution of technical field issues. He performed contract administration functions in communication with City of Mesa personnel.
- ▶ **Deem Hills Water Storage Reservoir for the City of Phoenix.** Ron served as the Project Engineer during construction of this 15 million-gallon water storage reservoir in north Phoenix. His duties involved preparation of weekly construction schedules, technical submittals, cost estimates for owner requested change orders, and written correspondence to Owner's representative on the job site. Ron monitored the performance of the excavation, blasting and water pipeline subcontractors on the project.

Water & Wastewater Planning & Design

- ▶ **Bank Protection on the Salt River for the Salt River Pima-Maricopa Indian Community.** Ron had general oversight responsibilities during the design and construction of the 1.5-mile earth levee and soil-cement bank protection project. His primary role was as Project Manager during the planning and conceptual design phase. Ron helped to author and coordinate approval of an inter-governmental agreement with ADOT and the Flood Control District of Maricopa County that provided for design, construction, and maintenance of the project.
- ▶ **City of Mesa / Salt River Pima-Maricopa Indian Community Wastewater Treatment and Effluent Recharge Project.** Ron served as the Project Manager during the planning stage and later had general oversight responsibilities during design and construction. Working closely with the City of Mesa, he helped develop the initial concepts, secured easements, and coordinated the review and approval of a 60-year agreement between Mesa and SRPMIC. The project allows for conveyance and treatment of SRPMIC wastewater by Mesa, and effluent recharge ponds on the SRPMIC.
- ▶ **51st Avenue Storm Drain – Indian School Rd. to Camelback for the City of Phoenix.** Ron served as the Project Engineer and Designer for a large diameter storm drain project. His responsibilities included preparation of plans and specifications, quantity calculations, catch basin sizing, and construction cost estimate.

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Roy is a project manager for ORIDIAN, and also functions as general supervisor of all construction inspectors for the company. He has over 25 years of experience related to construction administration, inspection, survey, and design on multi-disciplined civil engineering projects throughout Arizona. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has advanced through the ranks from inspector to project manager, acquiring impressive skills along the way.

Roy Stryker, CET
*Project Manager,
Construction Inspection
Division Manager*

Project Role

Resident Project Representative

Education

Civil Engineering courses at Glendale Community College/Phoenix College

Registration

NICET Certified - Level 3 (CET)
Engineering Technician, Certification
No. 079380

Representative Project Experience

- ▶ **Broadway Road Gravity Sewer, City of Phoenix.** As a representative to the City of Phoenix Roy has taken a symbolic project management role, as well as inspection supervisor role, on the two miles of large diameter sanitary sewer line being constructed by a consortium of home builders. The line is being constructed in both the City of Phoenix Right of Way and Maricopa County Right of Way between 75th Avenue and 59th Avenue. The pipe line product of choice is 42" and 36" diameter Centrifugally Cast Fiberglass Mortar Pipe manufactured by Hobas. Roy is working closely with the consortiums project manager, the design engineer, manufacturer's reps, MCDOT inspectors, and the City of Phoenix Water Services Department to provide quality assurance to the ultimate owner (City of Phoenix) and to assist when necessary with the contractor's efforts. Roy and his Oridian staff are also providing the construction inspection as well as QA management of the materials testing program. This project is on-going and scheduled to be completed by spring of 2008.
- ▶ **Madison Street 42-Inch Water Transmission Main Relocation for the City of Phoenix.** Roy was the Assistant Project Manager and his responsibilities included meeting attendance, filing and transmitting of documents, site visits, and coordination and supervision of the inspection staff. The project required the installation of 1,850 linear feet of new 42" PCCP waterline, to relocate a section of the existing line, from Madison Avenue to Jefferson Street in the downtown Phoenix area.
- ▶ **Sanitary Sewer Relief and Replacement Program, City of Phoenix.** Roy provided assistance to the project managers and supervised the inspections of Project Priorities 4, 5, 6, 21, and 22. The purpose of these projects is to provide relief to overcapacity sewer lines by increasing pipe diameters or re-routing flows to larger lines. Oridian was responsible for project management, inspection, all necessary testing, monitoring traffic control, public information, and QA and QC.
- ▶ **Northern Avenue Relief Sewer, City of Peoria.** Roy assisted the project manager and supervised the inspection of this highly challenging project. The project elements included installation of 1,500 linear feet of 24", 36", and 42" concrete sewer line through the right-of-way of 4 agencies, and construction of 3 cast-in-place concrete junction structures on existing lines of up to 42" diameter and flowing at up to 75% capacity, one of which is the S.R.O.G. line. This project included by-pass pumping, extensive traffic control, and a creative construction schedule to maintain the excessive flows.
- ▶ **Northeast Booster Pump Station, Phase 2, City of Avondale.** This project was constructed on a joint use site, housing a Salt River Project well that provides SRP irrigation water as well as potable water metered to the City of Avondale, a 2M Gallon concrete reservoir constructed in phase 1, and this projects Phase 2 improvements. Included in the Phase 2 improvements are: two buildings – one housing a 4 pump booster station and a second housing the electrical components, Basin Water Nitrate treatment system, an On-Site Sodium Hypochlorite Generation System, SRP Valve and Meter room, and toilet facilities; off-site water and electric power, wireless communication, SCADA, security, and site development. Roy was the project manager for this project and worked closely with the City of Avondale's Utilities Department staff, SRP, and Oridian's sub-consultants for architectural services and electrical, programming and communication support.

- ▶ **Well #8 Reservoir and Booster Pump Station for the City of Avondale.** Roy was the assistant Project Manager and inspection supervisor for this project that included development of a potable water well and well site and a second site housing a 1 million gallon recessed concrete reservoir, pump building, water treatment equipment and electrical control system. The project also included distribution piping, site security and wireless communication systems. Roy's responsibilities included quality assurance monitoring and oversight of specialty inspections.
- ▶ **Williams Gateway Airport, Fire Protection Water System, for the Williams Gateway Airport Authority.** This project involved the conversion of two Jet Fuel Tanks to water storage tanks with a combined capacity of 1.2 million gallons of fire protection water. The tanks are fed by the Mesa Water Department but are part of a system that will protect hangar facilities on the airport through a 24" DIP trunk line. Roy was the Resident Project Representative for this project and also provided inspection for the tank refurbishing and installation of the 8" and 24" water lines.
- ▶ **Agua Fria 20" Water Transmission Main, City of Avondale.** Roy provided project management and inspection on this Avondale project which included construction of 2 miles of 20" DIP and 0.25 miles 24" DIP along the east embankment of the Agua Fria River in the Flood Control District of Maricopa County (FCDMC) Right of Way. To complete this the contractor was required to jack the pipe through bores under McDowell Road, Van Buren Street, I-10, and a large ADOT drainage channel. The project provided many challenges with soil conditions, the jack & bores, run-off water, and working within the FCDMC Right of Way.

As manager of the inspection team Roy is responsible for recruiting qualified inspectors, scheduling and placement of staff, maintaining tools, equipment, materials and trucks, providing training as needed and to provide mentoring and support to each individual. Roy also insures that Oridian Policies and Procedures, including safety, are practiced and performed by all employees. Roy managed the inspection efforts for the following agencies:

- ▶ **City of Phoenix Development Services Department for the City of Phoenix.** For the last six years Roy has supervised and trained ORIDIAN inspectors assigned to Development Services to perform off-site permit inspections. These inspections primarily performed within sub-divisions, although a few have monitored private construction or small commercial development. Our inspectors are responsible for site grading, to include Storm Water Management Plans, all underground utility installations and testing, all roadway grade prep, construction of concrete curb and sidewalk, compliance with A.D.A., asphalt paving, storm water collection and storage systems, landscaping, final inspections, and close-out packages that include test reports, as-builts and engineers letter. Roy provided mentoring and field training for the ORIDIAN inspectors, coverage when they take leave, and he provides tools and materials as needed.
- ▶ **Off-Site Permit Inspection for the Maricopa County Department of Transportation Engineering Division.** Roy performed as an off-site inspector of permitted work in various locations in Maricopa County, as well as managed a full time Oridian Senior inspector performing similar inspections within his specified area of Maricopa County. The inspections included grading and paving; concrete curb, gutter and sidewalk, drainage structures, and box culverts; water, sewer and dry utility trenching, backfill and pavement replacement work; and traffic control implementation compliance. He performed these duties as a consultant while working for Oridian Construction Services.
- ▶ **Off-Site Permit Inspections for the City of Glendale Engineering Department.** Roy managed one full time Senior Inspector as well as provided additional inspections himself during a one year contract period to assist Glendale in the development of the Coyotes Arena and an adjacent housing subdivision. During this period Roy also provided training to a Glendale inspector.
- ▶ **Off-Site Permit and Capitol Improvement Inspections, Community Development Engineering Department, City of Goodyear.** Roy secured an annual contract with the City of Goodyear for contract inspections and recruited two full time senior inspectors to provide the off-site permit inspection services for the City's Community Development Department. Roy also assisted the City's inspection manager in training other inspectors.

ORIDIAN

CONSTRUCTION SERVICES

Nelda L. Paddock
Construction Engineer

Project Role
Construction Engineer

Education
B.Sc. in Construction, 2001
Dell E. Webb School of Construction
Arizona State University

Affiliations
Comanche Tribe of Oklahoma,
Member, Enrollment No. C02705

Qualifications

Nelda has over 20 years experience in the construction industry as a project manager, project engineer, civil engineering technician, inspector, and survey technician. During this time, she also earned her Bachelors Degree at ASU's Del E. Webb School of Construction. Nelda's experience includes 16 years with the Arizona Department of Transportation in the Phoenix area. Her skills and qualifications include preparation of meeting minutes, project correspondence and documentation, materials testing, inspection, utility coordination, and communications with the contractor. Her positive attitude and work ethic make her a valuable member of every project team.

Project Experience

- ▶ **Rancho Santa Fe Booster Station Improvements for the City of Avondale, AZ.** Nelda was ORIDIAN's project manager for this water system booster station expansion project. Her duties included running regular construction progress meetings to monitor the project budget and schedule, to supervise construction inspections, and to work closely with the contractor and the city staff to assure that the completed work met the intended design requirements.
- ▶ **Sanitary Sewer Relief/Replacement (SSRR #4 & #5) Projects for the City of Phoenix.** Nelda was project manager for construction of these two projects, which were constructed simultaneously by the same contractor under a Job Order Contract with the City of Phoenix. The work involved replacing under-capacity sewer lines with new, larger diameter (12" and 15") pipe, and manhole replacements on 7th Street, Southern Ave., and Atlanta Ave. in south Phoenix. Nelda also performed some inspections and coordinated closely with ORIDIAN's materials testing subconsultant.
- ▶ **Dysart Road Improvements at Estrella Mountain Community College for the Maricopa County Community College District.** Nelda was the project manager during the construction phase of this project, which was designed by ORIDIAN's sister company - Dibble Engineering. The project included street widening, curb and gutter, and other improvements for this important entrance street to the college.
- ▶ **Sanitary Sewer Relief/Replacement Project #21 for the City of Phoenix.** This project, located on 83rd Avenue in west Phoenix is similar to SSRR #4 & #5, above. Nelda was ORIDIAN's project manager during construction, working closely with the contractor and subconsultants to manage the project budget and schedule. She also provided supervision of ORIDIAN's construction inspectors, prepared progress reports, and processed the contractor's progress payment requests.
- ▶ **Scalloped Streets – Central for the Town of Gilbert.** Nelda was the Project Engineer for this project and assisted with progress meetings and prepared the meeting minutes; she interfaced directly with the contractor to achieve a final product that met all the requirements of the project plans and specifications; and she had oversight responsibilities of ORIDIAN's inspection and quality assurance efforts. The Scalloped Streets project involved widening of four separate streets to close up the improvements made by various developers. The work included utility relocations, drainage improvements and landscaping in addition to grading and paving.
- ▶ **Lindsay Road Improvements from Williams Field Road to Ray Road for the Town of Gilbert.** Nelda was the Project Engineer in the field for the construction phase of this project. The work included widening of a mile of Lindsay Road, relocation of overhead electric and existing irrigation facilities, intersection improvements, and landscaping. Nelda assisted with progress meetings and prepared the meeting minutes; she interfaced directly with the contractor to achieve a final product that met all the requirements of the project plans and specifications; and she had oversight responsibilities of ORIDIAN's inspection and quality assurance efforts.
- ▶ **Development Services for the City of Phoenix.** Nelda has provided inspection services on various aspects of projects in the northwest Phoenix area. She has been responsible for up to 100 permits at a time. She has inspected water line installations, small diameter sewer lines, pavement replacement, curb and gutter, sidewalks, street

grading and paving, and other features of private development within City rights of way. She has performed these duties with very little assistance or supervision.

- ▶ **I-17 at Anthem Way Traffic Interchange for the Arizona Department of Transportation.** Nelda was the construction engineer for the consultant, managing the construction of this privately funded traffic interchange. Her duties included managing all of the project documentation, directing the QA/QC program, performing contract administration, and processing submittals, change orders and progress payments.
- ▶ **ADOT Experience.** Nelda was a Civil Engineering Technician for ADOT for 16 years in the Phoenix area. She advanced during that time from an engineering aide to a CET 3. Her duties involved inspection and quality assurance testing on a variety of freeway and street projects consisting of utilities, roadways and structures in addition to extensive drainage features. She also performed as a surveyor and as a field office technician. As a CET 3 Nelda supervised the work of other inspectors and technicians, and she was responsible for the documentation of completed work, calculation of pay quantities, coordination with contractors and subcontractors, and interaction with local agency representatives. Some of the projects were valued in excess of \$10 million.

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Allen has over thirty years experience in Civil and Value Engineering and construction management on heavy civil projects. His project experience includes highways, airports, bridges, storm drain and retention basin systems, water and sewer distribution systems, and site development projects. He has served in roles from inspector to senior project manager on projects ranging in size up to 1.3 billion dollars. His background includes both consulting and contracting, giving Allen a well-rounded approach to project / construction management.

Relevant Project Experience

Allen B. Semer
Senior Project Manager

Project Role
Project Manager

Education
BSCE, UCLA – Los Angeles, CA

- ▶ **Airport Experience.** Allen was responsible for design and construction management of several airport projects – notably at Renton Municipal Airport, WA, Boeing – Paine Field, Everett, WA and SeaTac International at Seattle/Tacoma, WA. He was also involved with construction projects at Edwards AFB, California and Fort Lewis, WA. Allen's duties included conceptual design, value in engineering, and development of project specifications, contract negotiations, construction management and inspection. He supervised up to 16 engineers and technicians. This experience covered both air side and land side projects.
- ▶ **Curry Road 42-Inch Water Transmission Main for the City of Tempe.** Allen served as the construction manager for this project on Curry Road in Tempe. The work consisted of removal / replacement of an existing 30" diameter water main with 3,650 feet of new 42" water transmission main, valve vaults, distribution system improvements, and pavement replacement. His responsibilities have included a detailed constructability value review of the project plans, review of contractor submittals, leading weekly progress meetings, oversight of construction quality and compliance with the specifications, and maintenance of all project documentation. Allen was also involved in coordination of project activities with MCDOT, FCDMC, SRP, and Tempe Traffic Engineering.
- ▶ **Williams Field Road 16" Reclaimed Water Main for the Town of Gilbert.** Allen served as Oridian's project manager during the design phase of this project. The work includes 7000 LF of 16" Reclaimed Waterline from the eastern R.O.W. of SR 202 Freeway to the Union Pacific Railroad. A jack and bore steel casing pipe installation will be required through the Railroad right-of-way. Allen provided oversight of the design engineer's contract and responsibilities, coordination of plan review and value engineering reviews, utility coordination, and liaison with the Town and the general public. Allen is now overseeing the project during the construction phase.
- ▶ **Water Transmission Main in the Town of Paradise Valley for the City of Phoenix, AZ.** Allen was the construction manager for this project in a very up-scale and sensitive area. His responsibilities included a detailed constructability review of the project plans, review of contractor submittals, leading weekly progress meetings, oversight of construction quality and compliance with the specifications, and maintenance of all project documentation. The project involved installing two miles of 16-inch and 20-inch DIP water main through residential neighborhoods and arterial collectors.
- ▶ **Northside Booster Station Chlorination System for the City of Avondale, AZ.** Allen is serving as Oridian's senior project manager and municipal liaison during the construction phase of this project. The work includes the retrofitting and upgrade for the sodium hypochlorite generation systems, reservoir mixing and recirculation systems to the existing water treatment booster station. Allen is currently overseeing and coordinating the Contractor's submittals, scheduling & certifications for compliance and construction activities.
- ▶ **Construction Inspection.** Allen has worked as an inspector for the City of Goodyear, AZ performing inspections on commercial and industrial development projects in that city. Types of work he inspected include grading and drainage, wet and dry utilities, and roadway paving as well as miscellaneous concrete items.
- ▶ **Construction Management.** Allen has over 20-years experience, mostly in the State of Washington, as an independent value engineering consultant – project and construction manager on a wide variety of projects. Several of the projects involved site development of large manufacturing facility expansions for the Boeing Company – totaling \$1.3 billion in civil site development work at Everett, WA. For a portion of this time Allen was the Senior Resident Site Engineer, supervising a field staff of engineers and inspectors on work that included underground

utilities, site grading, street construction, and much more. Allen's experience during this period also includes hazardous waste removal/abatement projects on which he was engineer and EPA liaison for the Department of Corrections. He also worked for about five years as the senior engineer for a major design-build contractor, with responsibility for development of civil commercial projects throughout the western U.S.

- ▶ **Regional Storm Water Recharge Basin for the Boeing Company, Everett, WA.** Allen was the responsible design engineer and construction administrator for this 105-acre storm water retention/recharge facility. The scope of the project included working closely with the Washington State Departments of Fisheries and Ecology, Skagit County and the City of Everett, Washington to reclaim a former wetlands area that was an important habitat on a bird migratory route.
- ▶ **Effluent Storage and Infiltration Basin for the Ore-Ida Company, Othello, WA.** Allen was the design engineer and provided construction oversight for this project. The basin exceeded one square mile in size and up to 22 feet deep. The effluent water was a by-product of the manufacturing process. The basin was designed to be both a recharge facility to the aquifer and a source of on-call irrigation water, thus Allen designed appropriate piping and pumps to facilitate both needs.
- ▶ **Riparian Enhancement of Juanita Creek for the City of Kirkland, WA.** This project, at the north end of Lake Washington in the Seattle area, was designed by Allen to protect stream banks from erosion and resulting loss of the riparian environment. His solution was to design flexible retaining embankments consisting of geosynthetic materials combined with aggregates and native plants to establish an organic retaining wall capable of high volume/high velocity discharges from storm generated flows.
- ▶ **Los Angeles River Recharge Basins in Burbank, CA.** This project was designed to reduce the peak flow in the river channel and to recharge the overflow back to the aquifer. Allen designed an innovative inflatable storm water baffle that activated as a weir to direct excess flow into adjacent recharge basins during heavy storm water runoff. His responsibilities included the design of multiple basins and the interconnecting piping necessary to prevent flooding.
- ▶ **Civil Engineering.** Allen spent 8 years working as a civil design engineer for the City of Los Angeles in the (Major Cash Contract Projects) Street, Bridge and Highway Division. His duties included preparing plans and specifications for a variety of municipal projects as part of a large design team. He was also an independent civil engineer in the state of Washington for several years.
- ▶ **Storm Retention for Apartment Project in Coolidge, AZ.** Allen designed a storm nuisance flow retention system for a 15-acre site in Coolidge. The project was designed to retain all of the water on-site while allowing for optimum use of the surface area for buildings and parking.

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Johnny has over 25 years experience as a construction inspector. His background includes 15 years as a senior inspector with the Denver Water Board in Denver, Colorado. He has extensive experience with water transmission systems. The following is a summary of his background:

Johnny Mallow
Senior Construction Inspector

Project Role
Senior Construction Inspector/
Inspection Team Leader

Education
Red Rocks Community College
Lakewood, CO

Certifications
Cross Connection and Backflow
Prevention

Representative Project Experience:

- **Zone 4 Water Transmission Main, City of Glendale.** Johnny was the senior inspector on this project that included two and a half miles of 30", 24" and 20" DIP, and an additional 1.5 miles of 12" DIP distribution line in the downtown area of Glendale. This is one portion of Glendale's program to improve their infrastructure that includes a new water treatment facility and many miles of new transmission mains and distribution lines. Johnny managed one other inspector as well as the materials testing technicians. Johnny's responsibilities included inspection of the water line installation, system appurtenances and backfill; coordination of materials testing; line pressure testing, chlorination and coordination of bacteriological sampling and testing; pavement replacement; project coordination, documentation, and quantities.
- **Sanitary Sewer Relief and Replacement Program, City of Phoenix.** Johnny was Oridian's lead inspector on several of these projects for the Water Services Department. This program was developed to relieve under capacity lines, up-size sur-charged lines, and to replace and rehab manholes. Johnny provided full time inspection of the work, scheduled and monitored all pipe and soils testing, maintained documents and handled communication. All the locations involved are in older sections of town and required close contact with residents and businesses. All required extensive traffic control; most required waste water by-pass pumping, and unidentified utilities were always a challenge.
- **Safeway Well Raw Water Line, City of Goodyear.** As part of the development of the Safeway Well a line was necessary to convey well water to the treatment facility. Goodyear contracted Oridian to provide inspection of the construction of that line, a 12" DIP line placed in Van Buren Street. Johnny provided full time inspection and witnessed all pipe testing. Oridian also contracted the QC testing which Johnny scheduled and monitored.
- **Estrella Mountain Community College, Maricopa County Community College District.** This project included the widening of Dysart Road at the school property, improvements to the parking lot entrances, installation of traffic signals, relocation of APS primary power from overhead to underground and a jack and bore under the Roosevelt Irrigation District Canal for APS conduits. Johnny provided inspection of all aspects of this project, including joint responsibility with the City of Avondale inspector in the Avondale Right of Way.
- **Rancho Santa Fe Booster Pump Station, City of Avondale.** Johnny provided inspection for Oridian on this project that included installation of an Onsite Sodium Hypochlorite Generation System, a Reservoir Management System, steel reservoir modifications, and interior re-coating of a 1.75 mg steel reservoir.
- **Miller Road Improvement District for the Town of Buckeye, AZ.** Johnny was the senior inspector, as a consultant, for this improvement district project. His responsibilities included coordinating with Town staff as well as Maricopa County DOT and developer personnel.
- **Contract Inspection for the City of Phoenix.** Johnny worked directly with the Downtown Phoenix Partnership as a senior inspector on several projects. His responsibilities included performing ADA inspections, reviewing traffic control plans, and coordinating with City staff and private developers, as well as routine construction inspections. Projects included a chilled water line from Bank One Ballpark to the Dodge Theater, and installations of dry utilities by APS, Southwest Gas, AT&T, El Paso Natural Gas, Global Network and others.

- **Hutchinson County Airport Improvements for the City of Borger, Texas.** Johnny was the quality control supervisor, as a consultant to the airport, for reconstruction and expansion of taxiways and aprons, as well as new signage and runway lighting on this project. His responsibilities included coordinating the construction operations with the Airport Manager.
- **Various Projects as a Consultant in the State of Colorado.** Johnny was a construction inspector on numerous projects, including the following: 104th Street Booster Pump Station for the City of Westminster; Stonegate Village Metropolitan Improvement District (water wells, transmission lines, storm drainage and erosion control improvements); Sanitary Sewer Construction for the Village of Parker; Town of Alma Water Treatment Plant Construction; City of Dacono 1999 Street Improvement Project; Sanitary Sewer Force Main for the Town of Bromely Park.
- **Senior Construction Inspector for the Denver Water Board.** From 1982 until 1997 Johnny was a senior construction inspector for the Water Board. On some projects he performed as the Assistant Project Supervisor. Example projects include: Willow Brook 1 million gallon Water Storage Facility; Booster Pump Station at High View; Arapahoe Aquifer Recharge Wells; Water Lines and Fire Protection at Coors Field; Deer Creek Canyon Water Distribution System; I-25 and 58th Street Interchange Improvements (water system relocation); Lowry Air Force Base Redevelopment Project.

ORIDIAN

CONSTRUCTION SERVICES

Experience

Richard (RJ) has over 26 years of experience in the construction industry beginning as an electrical inspector. Most of his experience has been working for public agencies on public projects. His background includes both civil and building projects, and he is especially well qualified in structural steel and welding inspections, and in water treatment plants and facilities. RJ has also worked in a public relations capacity ensuring property owners were satisfied with the construction project as it related to them and settling any complaints, disputes or disagreements.

Project Experience

- ▶ **Van Buren Street: Litchfield Road to Estrella Parkway for the City of Goodyear.** RJ was the lead inspector for the bridge construction over Bullard Wash, and also performed inspections on the roadway widening portion of this two mile project. This was a CM at Risk project.
- ▶ **Sky Harbor - East Economy Parking Structure, Phase 2 Contract Administrative Services as a subconsultant for the City of Phoenix.** As Construction Inspector, RJ is provided ORIDIAN with inspection services for the construction of the East Economy Parking Structure, Phase 2 at Sky Harbor International Airport. This is a \$38 million CM@Risk project. RJ's duties included observation of construction activities, daily progress reports, quality assurance testing and coordination of special inspections.
- ▶ **Pecos and Germann Roads Bridges and Improvements for the Town of Gilbert.** RJ provided inspection services for ORIDIAN on all aspects of this \$12 million project. The project included construction of two bridges over the East Maricopa Floodway, installations of large diameter sewer lines, construction of drainage facilities, and widening of two major arterial streets in Gilbert. The presence of a high pressure liquid petroleum line in Pecos Road greatly complicated the construction process.
- ▶ **Special Inspection of Commercial Buildings in Scottsdale, AZ.** RJ, as a consultant, provided special inspections as needed for commercial building projects in the Scottsdale area during the period of 2000 to 2002.
- ▶ **Public Works Inspections in the Oregon and Washington Areas.** RJ worked as both a consultant and as a public agency employee from 1983 to 1999 providing inspections a variety of public works projects in the Oregon and Washington area. This work included water treatment facilities, highways, pipelines, steel and masonry buildings, and other project types. His responsibilities included compliance, documentation, as-built review, quantity tracking, and coordination. He has been responsible for supervising as many as ten other inspectors.
- ▶ **Electrical Substation Inspection for the Bonneville Power Administration.** RJ was assigned to various projects in a five state region from 1978 to 1983 to provide inspection services related to electric power substations and power transmission. The work included power lines, highways, bridges and substation construction.
- ▶ **Curran McLeod Consulting Engineers.** RJ served as Public Works Inspector responsible for providing public works inspection on streets and water treatment facilities originally. He later went on to provide the same services on wastewater plants and roads in various cities in the northwest.
- ▶ **Agra Environmental Engineers.** RJ provided structural steel and welding inspection on projects throughout Oregon. He successfully completed all projects contracted for in a one-year term. He was also in a contracted position to provide public works inspection on a water treatment plant with the City of Canby and the City of Ilona water treatment facility.
- ▶ **City of Canby, OR.** RJ completed a one-year extended contract to provide inspection for the City and project management through City council approval while working with Agra Environmental Engineers and Curran McLeod Consulting Engineers.

Richard J. Griesenauer
Construction Inspector

Education

Civil Engineering courses at Portland State University, 1972 – 1974

CCI Institute, diploma in Civil Engineering

Certifications/Licenses

Oregon Building Inspector License #190

Portland Journeyman Inspector #562

AWS Welding Inspector National Licenses #90010510 & #18801

- ▶ **City of Portland, Oregon Bureau of Environmental Services (BES) through CMI.** RJ served as Public Works Inspector for the City on wastewater plant construction and streets assigned by the City of Portland with the Bureau of Buildings to provide special inspections required by the Bureau of Buildings on other BES projects. The three-year plant project was completed successfully. RJ worked on highway, pipeline, and numerous projects simultaneously for four years.
- ▶ **Whitley Jacobsen Engineers.** RJ served as Public Works Inspector for the City of Battleground, Washington wastewater treatment plant. This was a one year position for the term of project completion of renovation of pump station and wastewater transmission lines and treatment plants.
- ▶ **Northwest Testing Laboratories.** RJ served as Special Inspector to the City of Portland for the inspection of structural steel buildings, concrete, masonry buildings, welding, soils, asphalt, reinforcing, and laboratory analysis. He provided four and a half years of laboratory and inspection services.
- ▶ **Professional Services, Inc.** RJ served as Project Representative and Special Inspector for the City of Portland Bureau of Buildings for two years.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Scope of Work and Fee Proposal]

See following pages.

CITY OF AVONDALE

**WELL No. 20
CIP Project No. WA0402**

CONSTRUCTION DOCUMENT REVISION and CONSTRUCTION PHASE SERVICES

SCOPE OF WORK

October 29, 2008

A. INTRODUCTION AND PROJECT DESCRIPTION

Dibble and Associates (Dibble) will provide design engineering services and post design services, including construction management and administration, for the revision of completed construction plans and technical specifications for well site improvements at Well No. 20 for the City of Avondale (City).

This project includes revisions to a previously completed set of construction plans and specifications:

- City of Avondale, Utilities Department, Well No. 20, Phase 2 – Well Equipping, Project No. WA0402, prepared by Dibble Engineering

This project will include revision to the above noted construction plans and technical specifications as follows:

1. Chlorination System: A new chlorination system will be designed for construction at the well site. The chlorination system will be designed based upon the configuration and requirements for a MicroClor onsite sodium hypochlorite generation system. Technical specifications will allow for the submittal of an "approved equal." The chlorination system will be installed on a concrete equipment pad and located inside a prefabricated fiberglass enclosure. It is assumed that the enclosure will not be subject to City Building Department code compliance requirements for classification as a building. The enclosure will be provided with a combination heat/air conditioning system.
2. Nitrogen Monitoring: Provision will be made for future nitrogen monitoring with an online nitrogen probe and meter at the well site. Provisions will include a tap and sample line running from the raw water transmission line to a future meter location and provision of a drain.
3. Driveway Entrance: The driveway entrance will be modified to call for a vertical curb cut and sidewalk replacement in accordance with City design requests.
4. Electrical Modifications: DARcor & Associates, working as a subconsultant to Dibble, will provide modifications and updates to the electrical and control systems for the well, including inclusion of new SCADA and programmable logic controller system components as required in the new design guidelines published by the City. The site communication will be via the new microwave communication system requirements published by the City. Updates to the security system will be made as requested by the City.

Specific work tasks in support of these design modifications and construction phase services are as noted below.

B. SCOPE OF SERVICES

Design Phase Services

Task 1: Construction Document Update

Updates to the construction plans will be made as described in this Scope of Work.

The following plan sheets are anticipated to be modified for the plans:

Sheet Number	Sheet Type	Number of Sheets
X	Cover Sheet	1
G100	Index, Notes and Legend	1
C100	Site Plan	1
C101	Grading Plan	1
M100	Piping Layout	1
M101	Chlorination Building (New Sheet)	1
M901	Mechanical Detail Sheet	1
E1	Electrical Cover Sheet	1
E2	Electrical Site Plan	1
E3	Single Line Diagram	1
E4	Control Schematics	1
E5	Electrical Details	1
EX	New Electrical Sheets	2
I1&2	P&ID	2
	Total Plan Sheets	16

Task 1.1: Pre-Final Design (90%): Pre-final design documents will be prepared showing all anticipated modifications to construction plans and technical specifications. An Engineer's Opinion of Probable Construction Cost will be submitted with this progress submittal. A review meeting will be held to discuss any City comments to the Final Design submittal.

Task 1.2: Final Design (95%): Final design will include final construction drawings and technical specifications. These documents will incorporate design elements developed in the Pre-Final Design submittal along with any City comments. An Engineer's Opinion of Probable Construction Cost will be submitted with this submittal. These documents will be professionally sealed (marked "AGENCY REVIEW - NOT FOR CONSTRUCTION") and will be utilized for required permit approval submittals.

Task 1.3: Bid Documents (100%): Bid documents will be prepared that incorporate any permit approval revisions. Reproducible drawings (4 mil mylar) and specifications (Adobe PDF) will be provided for bidding. The City will be responsible for advertising and public bidding.

Task 2: Utility Coordination: Construction plans have been previously submitted to utility companies for “No Conflict” review. Following the Pre-Final submittal, updated construction plan will be submitted to all utility companies reporting facilities in the project are for updated “No Conflict” review. The City’s Project Manager will be provided with receipts showing all utilities have been provided plans for review. Plans will not be issued for construction until all utilities have provided utility clearances.

Task 3: Permit Update: Dibble will prepare permit submittal packages to update existing permit approvals for the following agencies:

- Maricopa County Environmental Services Department (Approval to Construct and New Source Approval, expedited review fee included in this scope of work)
- City of Avondale Building Safety Division (All permit review fees assumed to be waived)

Task 4: Bidding Phase Assistance: Dibble will provide assistance to the City during the Bidding Phase as follows:

- Attend pre-bid conference.
- Answer technical questions that may arise during the bidding period.
- Assist in the preparation of addenda to the Contract Documents during the bidding period, including revisions to the drawings and specifications, as required. Reproduction and distribution of addenda will be the responsibility of the City.

Task 5: Project Management/Coordination and Meetings: Dibble will provide comprehensive project management and control, including the following tasks:

- Project Direction: Direct the activities of the Dibble project team and resolve technical, staffing, schedule, and cost issues.
- Progress Reports, submitted to the City monthly in a format acceptable to City. Progress reports shall be submitted with Dibble’s monthly invoice.
- Project Schedule: Prepare and submit a schedule of activities (MS Project) showing task durations and interrelationships, deliverables, and major milestones. The schedule shall be updated monthly and submitted with Dibble’s monthly progress report as necessary
- Project Control: Develop and implement a project control system to document, monitor, evaluate, and resolve issues related to project schedule and budget. The control system will track, as a minimum, schedule and budget related to project deliverables and milestones.
- Quality Control Plan
 1. Prepare a Quality Control Plan that identifies the roles & responsibilities of key personnel involved in the QC process, describes QC Procedures & Milestones including Checking Procedures and the technical review process, and describes procedures for monitoring & documenting QC activities.
 2. Submit documentation with each design review submittal verifying that the QC policies and procedures identified in the QC Plan were implemented for the submittal.
- Project Meetings: Dibble will attend three (3) meetings during the project design phase. Meetings will include one review meeting following each design submittal and one additional project coordination meeting. Dibble will prepare meeting minutes documenting design directives and distribute to the project team.

Deliverables

Pre-Final Design Submittal (90%)

- Construction Drawings
 - Full size (24 x 36) on Bond (4 copies)
- Technical Specifications (4 copies)
- Engineer's Opinion of Probable Construction Cost (4 copies)

Final Design Submittal (95%)

- Final construction drawings
 - Full size (24 x 36) on Bond (4 copies)
- Final Technical Specifications (4 copies)
- Engineer's Opinion of Probable Construction Cost (4 copies)

Bid Document Submittal (100%)

- Bid Construction Drawings
 - Full size (24 x 36) on 4 mil mylar (1 copy)
 - Electronic (AutoCAD 2006) on CD (1 copy)
- Bid Technical Specifications
 - Bond (1 copy)
 - Electronic (MS Word 2003 and Adobe PDF) (1 copy)
- Engineer's Opinion of Probable Construction Cost (1 copy)

Schedule

Dibble will complete the tasks noted herein according to the following preliminary schedule. An updated project schedule reflecting milestone dates will be provided upon receipt of Notice to Proceed (NTP):

Pre-Final Design (90%) Submittal:	NTP + 3 weeks
City Review:	2 weeks
Final Design Submittal:	NTP + 6 weeks
City Review:	2 weeks
Bid Document Submittal:	NTP + 9 weeks

CONSTRUCTION PHASE SERVICES

Dibble and Oridian Construction Services, LLC (Oridian), a Dibble Company, will perform construction phase services necessary to ensure construction compliance with the contract documents. Oridian's construction phase services are detailed on the attached Exhibit 1. Dibble's construction phase services are as follows:

Task 6: Construction Meetings: Dibble will attend the preconstruction conference and construction meetings as requested by the City. For this proposal, it is assumed that Dibble will attend a total of four (4) meetings during construction. The City (or contractor) will be responsible for inviting appropriate parties and documentation of meeting activities in meeting minutes.

Task 7: Submittal Review: Dibble will review shop drawing and material supplier submittals for general conformance with the contract documents. It is assumed that a maximum of fifteen (15) submittals will be reviewed and each submittal will be reviewed no more than two (2) times. Submittals will be reviewed within ten (10) working days, unless expedited review is requested in advance by the Contractor.

Task 8: Requests for Information: Dibble will provide responses to contractor Requests for Information (RFI). RFI responses will be provided within five (5) working days unless alternate schedule is requested in advance by the Contractor.

Task 9: Work Change Directives: Dibble will provide written clarifications to the contract documents as required for execution and completion of the work by the contractor.

Task 10: Site Visits: Site Visits will be performed by qualified design staff familiar with the project and accepted construction techniques. Site visits will be performed at the request of the City, observations will be documented in written reports to the City. It is assumed that four (4) site visits will be performed during the course of construction activities.

Task 11: Record Drawings: Dibble will prepare record drawings based on certified redlines provided by the Contractor. No survey or field verification of redlines is included in this Scope of Work. One copy of the record drawings (4 mil mylar) and a CD with electronic files of record drawings will be provided.

Task 12: Permit Closeout: Dibble will prepare and submit the MCESD Application for Approval of Construction. This application will be submitted with test result documentation provided by the City.

Task 13: Project Closeout: Dibble will participate in one final walkthrough with the City, identifying punch list items for correction by the Contractor.

Direct Costs

Electrical Engineering

DARcor and Associates, working as a subconsultant to Dibble, will perform electrical engineering design and construction phase services as identified in the attached Scope of Work (Exhibit 2).

Permit Fees

Dibble will submit for permits as identified in this scope of work. MCESD Approval to Construct and New Source Approval fees (expedited review) will be paid by Dibble. Review fees for RID re-approval will be paid by the City or included in the bid schedule for payment by the Contractor. It is assumed that City of Avondale Building Safety Division permit fees are waived.

Reproduction / Plotting

Reimbursements shall be made by the City for direct costs incurred for printing, document reproduction, plotting, mylars, and any additional work directed by the City not specifically included in this Scope of Work.

Owner's Allowance

This allowance will be used for design or construction phase tasks not included in the base scope of work. The allowance will be used solely at the City's discretion, and approval for use shall be granted by the City, in writing, prior to completing the work.

ASSUMPTIONS AND EXCLUSIONS

The following are assumed and/or excluded from this proposal:

- Design of additional well, wellsite or booster pump station facilities beyond those specifically identified in this scope of work.
- Collection and/or analysis of groundwater samples for water quality or quantity
- Geotechnical Analysis or Investigation
- Environmental Clearances
- Well Permitting or ADWR coordination
- Water quality treatment design

Dibble Engineering Staff Hours By Task

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Admin Assistant	Total
CONSTRUCTION DOCUMENT REVISION								
1	Construction Document Update							
1.1	Pre-Final (90%) Design Submittal	4	4	8	12	16	2	46
1.2	Final (95%) Design Submittal	2	2	8	12	12	2	38
1.3	Bid Document (100%) Submittal	2	2	4	8	8	2	26
2	Utility Coordination			2	4	2	4	12
3	Permit Update	2		4	4		2	12
4	Bidding Assistance	2		2	4	4		12
5	Project Management/Coordination & Meetings (3)	12		8	4		4	28
	SUBTOTAL	24	8	36	48	42	16	174
CONSTRUCTION PHASE SERVICES								
6	Construction Meetings (4)	4		16	4		2	26
7	Submittal Review	4	1	8	32		2	47
8	Requests for Information	2	1	4	8	4	2	21
9	Work Change Directives	2	1	4	8	4	2	21
10	Site Visits (4)	2		12	8		1	23
11	Record Drawings	2	2	4	12	16	1	37
12	Permit Closeout	1		2	4		2	9
13	Project Closeout	1		2	4		2	9
	SUBTOTAL	18	5	52	80	24	14	193
Total		42	13	88	128	66	30	367
		3.4	1.1	5.1	6.9	6.0	2.3	24.9

Dibble Engineering Labor Fee By Task

Personnel Rates (Incl. O.&P.)

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Admin Assistant	Total
CONSTRUCTION DOCUMENT REVISION								
1	Construction Document Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.1	Pre-Final (90%) Design Submittal	\$ 540	\$ 500	\$ 960	\$ 1,140	\$ 1,280	\$ 90	\$ 4,510
1.2	Final (95%) Design Submittal	\$ 270	\$ 250	\$ 960	\$ 1,140	\$ 960	\$ 90	\$ 3,670
1.3	Bid Document (100%) Submittal	\$ 270	\$ 250	\$ 480	\$ 760	\$ 640	\$ 90	\$ 2,490
2	Utility Coordination	\$ -	\$ -	\$ 240	\$ 380	\$ 160	\$ 180	\$ 960
3	Permit Update	\$ 270	\$ -	\$ 480	\$ 380	\$ -	\$ 90	\$ 1,220
4	Bidding Assistance	\$ 270	\$ -	\$ 240	\$ 380	\$ 320	\$ -	\$ 1,210
5	Project Management/Coordination & Meetings (3)	\$ 1,620	\$ -	\$ 960	\$ 380	\$ -	\$ 180	\$ 3,140
	SUBTOTAL	\$ 3,240	\$ 1,000	\$ 4,320	\$ 4,560	\$ 3,360	\$ 720	\$ 17,200
CONSTRUCTION PHASE SERVICES								
6	Construction Meetings (4)	\$ 540	\$ -	\$ 1,920	\$ 380	\$ -	\$ 90	\$ 2,930
7	Submittal Review	\$ 540	\$ 125	\$ 960	\$ 3,040	\$ -	\$ 90	\$ 4,755
8	Requests for Information	\$ 270	\$ 125	\$ 480	\$ 760	\$ 320	\$ 90	\$ 2,045
9	Work Change Directives	\$ 270	\$ 125	\$ 480	\$ 760	\$ 320	\$ 90	\$ 2,045
10	Site Visits (4)	\$ 270	\$ -	\$ 1,440	\$ 760	\$ -	\$ 45	\$ 2,515
11	Record Drawings	\$ 270	\$ 250	\$ 480	\$ 1,140	\$ 1,280	\$ 45	\$ 3,465
12	Permit Closeout	\$ 135	\$ -	\$ 240	\$ 380	\$ -	\$ 90	\$ 845
13	Project Closeout	\$ 135	\$ -	\$ 240	\$ 380	\$ -	\$ 90	\$ 845
	SUBTOTAL	\$ 2,430	\$ 625	\$ 6,240	\$ 7,600	\$ 1,920	\$ 630	\$ 19,445
Total		\$ 5,670	\$ 1,625	\$ 10,560	\$ 12,160	\$ 5,280	\$ 1,350	\$ 36,645

Direct Costs and Fee Summary

DIRECT COSTS				
Item	Unit	Cost/Unit	Qty	Total
Construction Management Services (ORIDIAN)	Lump Sum	\$ 39,460	1	\$ 39,460
Electrical Engineering Design (DARcor)	Lump Sum	\$ 7,250	1	\$ 7,250
Electrical Engineering Construction (DARcor)	Lump Sum	\$ 18,320	1	\$ 18,320
MCESD Permit Fees (Expedited)	Lump Sum	\$ 3,700	1	\$ 3,700
Reproduction/Plotting/Mylars	Set	\$ 50	10	\$ 500
Owner's Allowance	Lump Sum	\$ 5,000	1	\$ 5,000
TOTAL, Direct Costs				\$ 71,740

FEE SUMMARY	
Design Phase Labor	\$17,200
Construction Phase Labor	\$19,445
Direct Costs	\$71,740
FEE TOTAL	\$108,385

ORIDIAN CONSTRUCTION SERVICES, LLC

Scope of Work Construction Management and Inspection Services

City of Avondale Well No. 20

Definitions

Owner: City of Avondale, Arizona, hereinafter called the City.
Construction Manager: Oridian Construction Services, LLC
Design Engineer: Dibble Engineering, hereinafter called Engineer

Section I – Pre-Construction Activities

ORIDIAN shall perform the following services:

- Conduct pre-construction conference with the contractors and representatives of the City, utility companies, testing laboratories and others who will be affected by the construction.
- Prepare and distribute minutes of the pre-construction conference.
- Review pre-construction contractor submittals, i.e. list of subcontractors & suppliers, emergency contact list, safety plan, schedule of values, permits.
- Review contractor's master schedule for completion of the work. Make recommendations for modifications, if needed to comply with contract requirements.

Section II – Construction Administration Activities

ORIDIAN shall provide the following services:

- Receive and distribute submittals and RFIs to Engineer. Coordinate approval of concrete mixes and other civil-related materials with the City of Avondale. Maintain a document file tracking system of all contractor submittals and RFIs. Control sheets will monitor the review process and status of submittals and RFIs.
- Maintain files and documentation of all information related to the project including correspondence, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos.
- Conduct weekly progress meetings (maximum of 10 anticipated) at the job site to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings for distribution to the attendees and other affected parties.
- Evaluate contractor requests for extra cost work, coordinate review by Engineer, and make recommendations to the City as appropriate. Oridian will assist the Engineer and City in preparation of change orders and time extensions based on approved extra work requests, time & materials reports, and other documents received from the contractor.

ORIDIAN CONSTRUCTION SERVICES, LLC

- Monitor job progress and quantities of work completed. Review contractor's monthly payment applications with the contractor and the City's field representative for approval prior to forwarding to the City for payment.
- Monitor overall progress of the project and review contractor's monthly progress schedule updates. Make recommendations to the contractor and City for schedule recovery if work is not progressing according to the latest approved schedule.
- Review contractor's red-line "as-built" drawings on a monthly basis. Current, up-to-date red-line drawings will be a condition of an approved progress payment each month.

Section III – Construction Inspection Activities

It is understood that the primary (daily) inspection effort for the underground / buried piping will be provided by representatives of the City's Engineering Department.

Coordination with utility companies and other outside agencies for power, water, permits, and other project related needs shall be the responsibility of others (Engineer, the contractor and / or the City).

ORIDIAN shall provide the following services:

- Communicate and coordinate with the City's field representatives throughout the course of the project for inspections required, status of the work, and contractor field issues.
- Provide observations and inspections for the City on major equipment installation such as pump motor and de-sander.
- Provide observations and inspections for the City on the equipment pads, above ground piping, sand collection structure, well site perimeter wall construction, well site driveway, and well site paving.
- Coordinate and schedule special inspections provided by Dibble Engineering and electrical & controls inspection provided by DARcor & Associates.
- Review materials test reports provided by the contractor's Quality Control representative. Notify the contractor and the City of deficiencies in the work as indicated by the test reports.
- Provide monitoring / witness of equipment operations during start-up and testing period.

Section IV – Project Close-Out Activities

ORIDIAN shall provide the following services:

- Provide a Notice of Substantial Completion of the work based upon Oridian, Dibble, and DARcor inspection reports and the City's review and inspections.
- Conduct a pre-final inspection with the City, Engineer, and the contractor and prepare a punch list for the contractor's use prior to the final project walk-through.
- Schedule and conduct a final walk-through with the City, Engineer, and the contractor at the completion of construction. Prepare a letter of Final Completion and Acceptance when appropriate.

ORIDIAN CONSTRUCTION SERVICES, LLC

- Coordinate the review and approval of contractor's O&M manuals, submittals and warranties through Engineer prior to forwarding to the City.
- Review as-built red lines submitted by the contractor and forward to Engineer for preparation of record drawings.
- Review and approve contractor's final application for payment.

Section V – Additional Services

Oridian's fee proposal on this project may include an allowance for additional services that may be provided to the City, if needed or requested. The allowance will provide for the following work:

- None anticipated at this time.

DATE: 10/27/08
 FIRM: Oridian Construction Services
 PROJECT: City of Avondale
 Well No. 20

CONTRACT NO.:
 PROJECT NO.:

New Contract X

COST PROPOSAL SUMMARY - Const. Management Services

ESTIMATED DIRECT LABOR

Classification	Estimated Manhours	Rate	Labor Costs
Project Principal	8	\$125.00	1,000
Construction Manager	207	\$110.00	22,770
Engineer / Reviewer	0	\$95.00	0
Inspection Supervisor	16	\$95.00	1,520
Senior Inspector	146	\$80.00	11,680
CADD Technician	0	\$75.00	0
Total	377		
Total Estimated Labor			\$ 36,970.00

ALLOWANCE FOR ADDITIONAL SERVICES

This work to be performed only as needed and as authorized by the City.

None anticipated

Sub-Total Allowance for Additional Services	\$ 0.00
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SUBCONSULTANT SERVICES - Per Attached Proposals (Includes 5% Mark-up)

None anticipated

Sub-Total Subconsultant Costs	\$ 0.00
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TOTAL ESTIMATED COST TO OWNER

Estimated Labor	\$ 36,970.00
Allowance Costs	\$ 0.00
Subconsultant Costs	\$ 0.00
TOTAL ESTIMATED FEE	\$ 36,970.00

FIRM: Oridian Construction Services
 PROJECT: City of Avondale
 Well No. 20
 Construction Management Services
 DATE: 10/27/08

CONTRACT NO.:
 PROJECT NO.:
 New Contract X
 Change Order No. _____

ESTIMATED MANHOURS

PHASE	PROJECT PRINCIPAL	CONSTR. MANAGER	ENGINEER/INSPECTION REVIEWER	SUPERVISOR	SENIOR INSPECTOR	CADD TECH	TOTAL HOURS
1.0 Pre-Construction Services	2						2
1.1 Conduct pre-construction conference		3		3			6
1.2 Prepare / distribute pre-con meeting minutes		3					3
1.3 Review pre-construction submittals, schedule		4					4
							0
2.0 Contractor Submittals / RFIs							0
2.1 Process contractor submittals & RFIs		28					28
2.2 Review submittals		14					14
2.3 Review RFIs		8					8
2.4 Coordination w/ design Engineer & City		16					16
							0
3.0 Inspection Activities	2						2
3.1 Conduct site visits / observation				2	72		74
3.2 Review materials test reports					12		12
3.3 Coordinate Special Inspections				2	24		26
3.4 Start-up and Commissioning				4	12		16
							0
4.0 Contract Administration	2						2
4.1 Conduct progress meetings		30					30
4.2 Prepare / distribute meeting minutes		30					30
4.3 Maintain project documentation		28					28
4.4 Review progress schedules / updates		8					8
4.5 Review monthly pay applications		10			6		16
4.6 Evaluate change order requests		8		2	8		18
							0
5.0 Project Close-Out Services	2						2
5.1 Conduct pre-final inspection & punch list		4		3	4		11
5.2 Review O&M documents & warranties		4					4
5.3 Project record drawings (as-builts)		4			4		8
5.4 Conduct final inspection		3			3		6
5.5 Review final payment application		2			1		3
							0
TOTALS	8	207	0	16	146	0	377

377

@ @ @ @ @ @

\$125.00 \$110.00 \$95.00 \$95.00 \$80.00 \$75.00

- Assumptions:**
- 1) Construction duration is approximately 10 weeks (70 days) + close-out period.
 - 2) Inspection provided at an average of 13 hours / week to substantial completion.
 - 3) Materials testing provided by Contractor or others.
 - 4) Hours above do not include Dibble Engineering time for construction services or record drawing preparation.

EXHIBIT 2

October 20, 2008



Dibble Engineering
7500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020-4660

Attn: Mr. Jason Fort, P.E.

RE: Avondale Well 20
Engineering Services During Construction

Dear Jason:

The following is our fee to revisit the existing design and provide bidding and construction services for the above referenced project.

1.0 Engineering Design

The design for this project was completed and approved in 2006, then was shelved by the City. The City is now ready to put this project out to bid. Therefore, this portion of our proposal is to review the plans and bring them up to the current Avondale standards.

A chlorine generation system and building has been added to the project. This is a major design element that will add two sheets to our plan.

Tasks to be completed

- 1.1. Discussions and coordination with you for the chlorine generation system. We will review the specifications you prepare for the pre-fab chlorine building and chlorination system. We will also revise our plans and specs accordingly to accommodate this new system. This includes adding a P&ID drawing and another sheet for a control line diagram showing the wire and conduit requirements.
- 1.2. Revise our plans and specifications to include new SCADA and PLC system components as required in the new design guidelines recently published by the City.
- 1.3. Coordination with the City for new microwave communication requirements. The City has indicated that they will now install the communication system components including the tower on a contractor installed concrete foundation.
- 1.4. It is likely that the City will want revisions made to the security and video surveillance as designed. We will review this with the City and make any modifications to the construction documents as necessary.

Lump sum fee for engineering design portion as described above = \$6,000.00

Engineering Design Notes:

1. You will be required to provide us with new site plan in AutoCAD format.
2. You will be required to provide us with specifications for the chlorine generation system and pre-fab building. We will review and edit the electrical portion.
3. Two additional sheets will be required. Our re-design will be complete within 3-4 weeks after we have received the information necessary for us to do our design.

2.0 Services During Bidding

The following is our manhour and fee breakdown to provide electrical engineering services during bidding.

<u>TASK DESCRIPTION</u>	<u>MANHOURS</u>
2.1 Attend Pre-bid conference	4
2.2 Answer bidder's questions	4
2.3 Preparation of an addendum	<u>3</u>
TOTAL MANHOURS = 11	

Lump sum fee for bidding services portion as described above = \$1,250.00

3.0 Services during Construction

The following is our manhour and fee breakdown to provide electrical engineering services during bidding based on our experience with similar projects in the past.

<u>TASK DESCRIPTION</u>	<u>MANHOURS</u>
3.0 Coordination	8
3.1 Meetings (two assumed)	8
3.2 Submittal/shop drawing reviews	38
3.3 Respond to Contractor RFI's (two assumed)	6
3.4 Prepare field orders (two assumed)	4
3.5 Review change orders (one assumed)	3
3.6 Intermediate site observations (three assumed)	12
3.7 Site observation reports (three assumed)	6
3.8 Factory acceptance test preparation	6
3.9 Factory acceptance test at panel shop	8
3.10 Witness ground test	3
3.11 Witness generator load bank test	8
3.12 Substantial completion walk-thru	8
3.13 Prepare punchlist and list of close-out req'ts	4
3.14 Verify/test signals to SCADA computer at Cold Water Springs	8
3.15 Final inspection/start-up and report	8
3.16 Review O&M Manuals	10
3.17 Prepare of record drawings	12
3.18 Miscellaneous tasks	<u>2</u>
TOTAL MANHOURS = 162	

Estimated manhour cost based on hours described above = \$17,820.00

Estimated reimbursable costs (deliveries, mileage, meals, etc.) = 500.00

Total lump sum fee for construction services as described above = \$18,320.00

Services During Construction Notes:

1. Preparation of record drawings, requires us to visit the site at key intervals during construction and perform all work indicated above. If we cannot prepare record drawings, we will notify you and identify the item(s), which prohibit us from doing so.
2. Proposal includes inspection and testing of the communication system, security system and SCADA at Cold Water Springs.
3. Proposal includes two meetings (pre-construction and one during construction). Additional meetings billed hourly as an extra.
4. Monthly progress billings are due within 30 days.
5. Proposal is valid for 60 days.

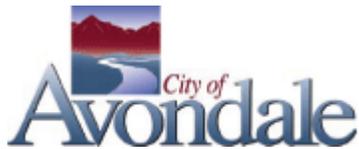
Total fee for design, bidding and construction = \$25,570.00

Please do not hesitate to call if you have any questions.

Sincerely,



Darwin Reynolds, P.E.
President



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement with Dibble and Associates for the Design and Construction Management of Well 24 and Transmission Line

MEETING DATE:

December 1, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council enter into a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 24 and an associated water transmission line with a not-to-exceed amount of \$133,310 and authorize the Mayor or City Manager and City Clerk to execute the contract document. The City Council will take appropriate action.

BACKGROUND:

On June 19, 2006, City Council approved a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 24 and an associated water transmission line. Dibble completed the design for both items, and prepared the legal descriptions for the easements needed to construct the water line. At the time the design was completed, it was decided to delay the construction due to funding limitations. The construction management portion of the contract was not used. As funding is now available, staff wishes to complete the construction of the well and transmission line. The well site walls and well bore have been constructed previously with the construction of the Gateway Crossing development. See attached vicinity map.

DISCUSSION:

Due to the age of the original contract, Dibble and Associates was requested to prepare a proposal for a new contract. Dibble and Associates will update the plans for Well 24 to make them conform with the latest City well construction requirements, including the addition of on-site chlorine generation and conformance with the new City communications requirements. Additional design services have been requested for the waterline to improve operations at the Gateway Booster Station, and other design changes requested by the adjacent property owners.

As in the previous contract, this contract will provide two separate bid packages; well equipping and construction management services, and well transmission line. The transmission line will be constructed from the end of the line constructed with the McDowell Road improvements at 103rd Avenue to the Gateway Booster Station site north of Costco. Waterline easements will be required from the adjacent property owners for this construction.

Following is the proposed schedule of construction:

Notice to proceed- December 2, 2008

Complete Design- February 9, 2009

Award contracts- June 1, 2009

Complete Construction- October 6, 2009

BUDGETARY IMPACT:

Funding for this project in the amount of \$133,310 is available in Water Resources CIP Line Item No. 514-1160-00-8520 (Well 24 Gateway Crossing).

RECOMMENDATION:

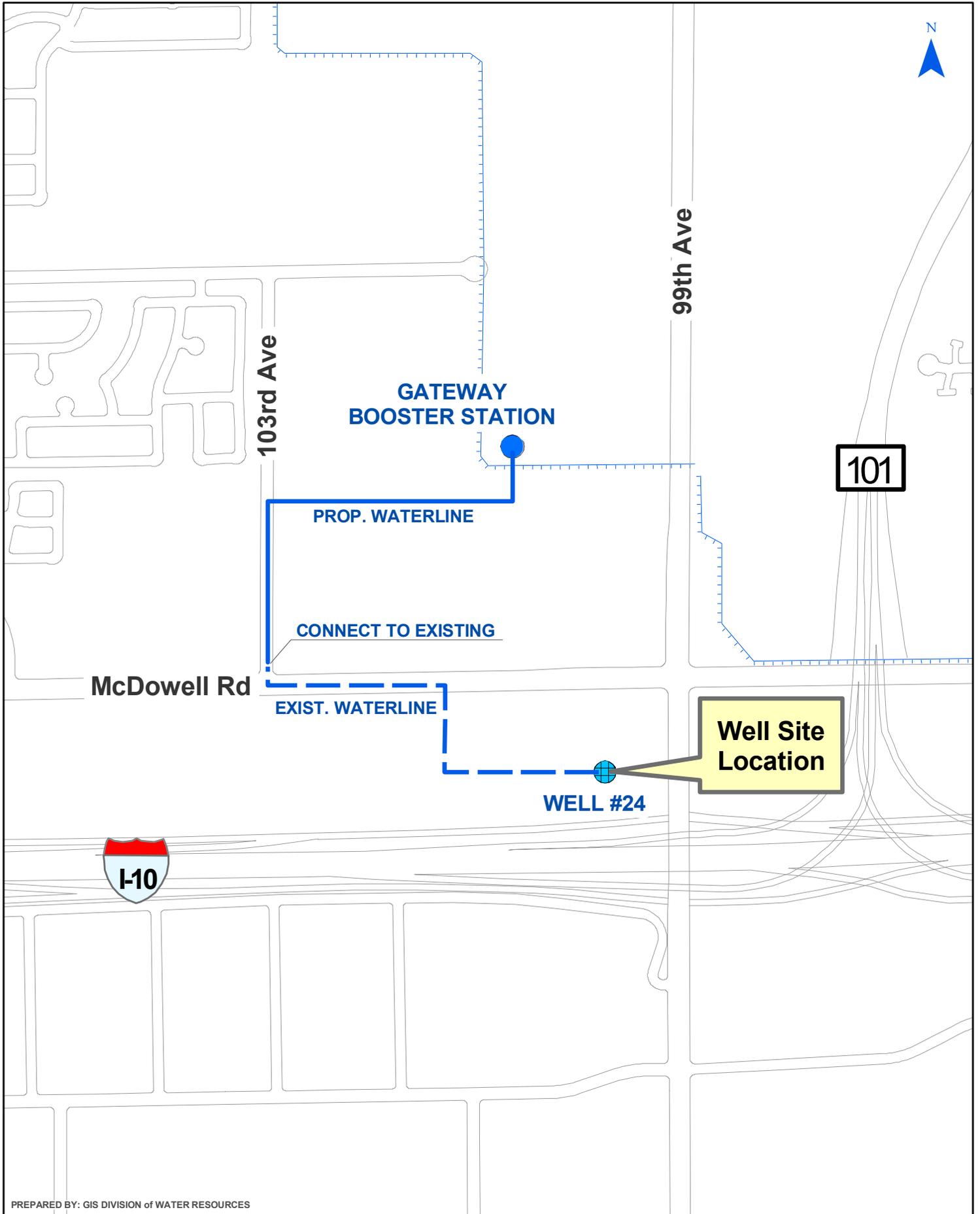
Staff is requesting that the City Council enter into a Professional Services Agreement with Dibble and Associates to design and provide construction management services for Well 24 and an associated water transmission line with a not-to-exceed amount of \$133,310, and authorize the Mayor or City Manager and City Clerk to execute the contract document. The City Council will take appropriate action.

ATTACHMENTS:

Click to download

- [📄 Vicinity Map](#)
- [📄 PSA - Dibble - Well 24 and Exhibit A](#)
- [📄 Exhibit B](#)
- [📄 Exhibit C](#)
- [📄 Exhibit D](#)

VICINITY MAP



PREPARED BY: GIS DIVISION of WATER RESOURCES

CITY OF AVONDALE Well #24

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of December 1, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" as modified on April 1, 2008 by that certain Addendum No.1 (collectively the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for design engineering and construction management services for well site improvements at Well 24 (the "Services").

C. The Consultant intends to manage construction of its well site improvement designs at Well 24 through its subsidiary, Oridian Construction Services, LLC, a Delaware limited liability company, which also responded to the RFQ, attached hereto as Exhibit C, and incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 1, 2009.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit D and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$133,310.00 for the Services as set forth in the Fee Proposal, included as part of the Scope of Work attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a

consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Dibble & Associates Consulting Engineers, Inc.
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020
Facsimile: (602) 957-2838
Attn: Jason Fort, P.E.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business

operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ, the Consultant’s response to the RFQ and Oridian’s response to the RFQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

“Consultant”

CITY OF AVONDALE, an Arizona
municipal corporation

DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC., an Arizona corporation

Charles P. McClendon, City Manager

By:_____

ATTEST:

Name:_____

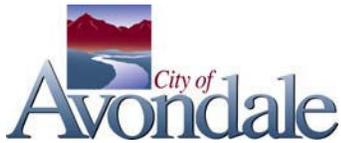
Carmen Martinez, City Clerk

Its:_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[RFQ]

See following pages.



**REQUEST FOR
STATEMENTS OF QUALIFICATIONS
FOR
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST**

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **EN 08-017**

Solicitation Title: **FY 2008/2009 Professional Consultants Selection List**

Release Date: **March 25, 2008**

Final Date for Inquires and Place to Send Inquiries **April 4, 2008**
Charles Andrews, P.E., Senior Project Manager
City of Avondale Engineering Dept.
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323
OR
candrews@avondale.org

SOQs Due Date, Time and Location: **April 16, 2008**
3:00 p.m. (local time, Phoenix, Arizona)
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323-6804

Letters to Final Listed Firms: **June 30, 2008**

City Representatives: **Charles Andrews** candrews@avondale.org
623-333-4200
Mary Rogers mrogers@avondale.org
623-333-2200

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SECTION A

I. INTRODUCTION

1. Purpose. The City of Avondale (the “City”) is seeking Statements of Qualification (“SOQ”) from professional consulting engineering firms (“Vendors”) to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.
- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.
- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.
- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).
- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.
- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

SECTION A

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental - Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

SECTION B

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt.**

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number, **FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

SECTION B

2. Irregular or Non-responsive SOQ. The City will consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor’s responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City’s Procurement Code.

SECTION B

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

12. Certification. By submitting a SOQ, the Vendor certifies:

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

SECTION B

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.
- d. Provide a statement regarding the following:
 1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.
 2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.
- e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

- a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.
- b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.
- c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.
- d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.
- e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

- a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

SECTION B

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference

5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal:

100

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- _____ Water Distribution System
- _____ Wastewater Systems
- _____ Transportation Engineering
- _____ Traffic Engineering
- _____ Surveying
- _____ Hydrology/Hydraulic Projects
- _____ Plan Review Services
- _____ Landscape Architects
- _____ Hydrogeological Engineering
- _____ GIS Programs
- _____ Geotechnical and Environmental Engineering
- _____ Foundations & Structural Design
- _____ Electrical & SCADA Programming
- _____ Construction Management
- _____ Architects
- _____ Improvement District Administration

SECTION B

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

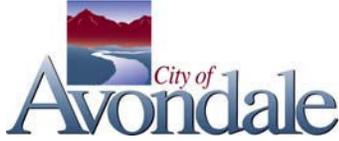
EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)
- _____ Minority Business Enterprise (MBE)
- _____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.



REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:
 - d. Provide a statement regarding the following:
 1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience **40 pts**

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

_____, _____ 2008
Signed Date

Print Name

Title

Company Name

Address

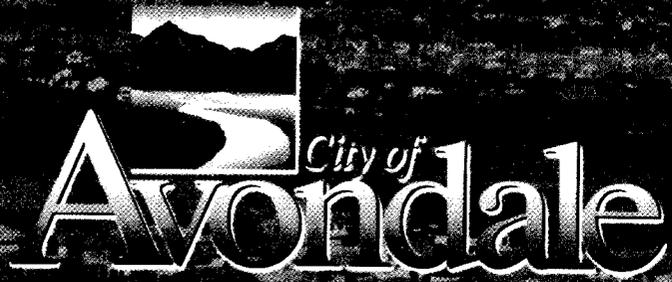
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Consultant's Response to the RFQ]

See following pages.



Statement of Qualifications for
FY 2008/2009
Professional Consultants
Selection List

Solicitation No. EN 08-017

April 16, 2008



Dibble
Engineering

April 16, 2008

Charles Andrews, PE
Senior Project Manager
City of Avondale
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

Dibble Engineering (Dibble) has partnered with the City of Avondale (City) on successful municipal infrastructure projects and has demonstrated that we are **committed** to the City and the success of your projects; we deliver **quality** products every time; and we are **responsive** to all of the project's needs. We understand the City's desire to put together a quality list of consultants who are ready and available when an improvement project is ready to move forward. Know that in Dibble, you will find a responsive partner on any assignment that we receive.

Dibble offers the City a comprehensive and highly-experienced engineering team that is ready to handle any project within the disciplines indicated herein. **Kevin Roberts, PE**, serves as the **Contract Manager** and is the City's point-of-contact for every assignment. He will meet with the City to understand the project scope and then assign the project to the appropriate project manager for execution. Kevin will remain involved through the life of the assignment to ensure the City's needs are met.

As you review our Statement of Qualifications, please note the following points that we feel, along with our qualifications, warrant our selection to the Professional Consultants Selection List:

- **Continuous Record of Successful Projects:** Dibble has completed numerous design projects for the City and other clients on or ahead of schedule and within the design budget.
- **Responsiveness:** The Dibble Team utilizes a proactive approach to design and management to prevent project challenges from becoming project problems. This approach maintains project progress and minimizes delays.

2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395

Phone: 623.935.2258 Fax: 623.935.2361

7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020

Phone: 602.957.1155 Fax: 602.957.2838

www.dibblecorp.com

RE: FY 2008/2009 Professional Consultants Selection List
Solicitation No. EN 08-017

- **Team Cohesiveness:** Dibble enjoys very low staff turnover and has many long-tenured employees. This means that the Dibble Team members have worked together on previous successful projects. Any assignment we receive from this contract will benefit from this familiarity of team members.
- **Design Quality:** Dibble is committed to delivering Quality Services in everything we do. Our commitment to producing clear, complete, and concise construction documents will benefit the City by requiring minimal review effort and fewer clarifications during construction.
- **West Valley Commitment:** Dibble has established an office presence in the West Valley with the express intent of providing better service and quicker response to our West Valley clients. The City of Avondale is one of our valued West Valley Clients.

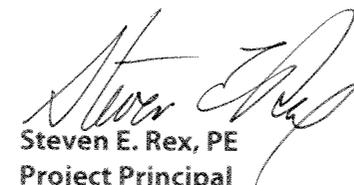
The Dibble Team stands ready to exceed the City's expectations on any assignment from this contract. We appreciate the opportunity to submit our qualifications, and look forward to continuing our relationship with the City of Avondale.

Sincerely,

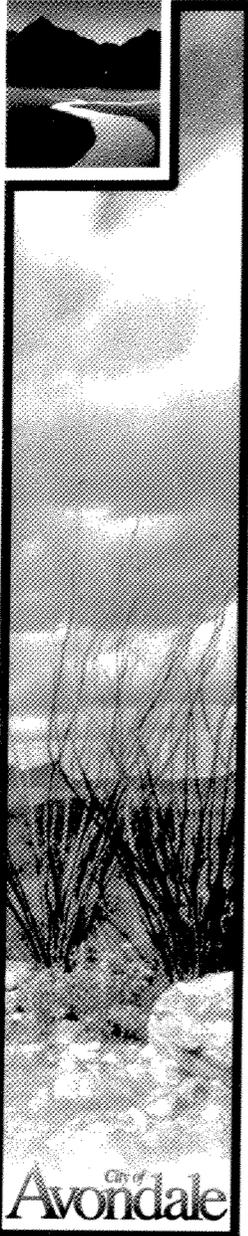
Dibble Engineering



Kevin W. Roberts, PE
Contract Manager



Steven E. Rex, PE
Project Principal

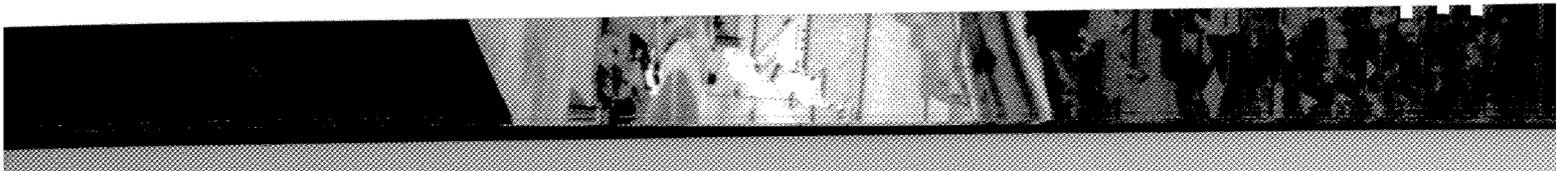


V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)
Address 2440 N. Litchfield Road, Suite 210
City Goodyear State AZ Zip 85395
Contact Name Kevin Roberts, PE
Title Vice President
Telephone 623.935.2258 Fax 623.935.2361

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Plan Review Services
- Landscape Architects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations and Structural Design
- Electrical and SCADA Programming
- Construction Management
- Architects
- Improvement District Administration

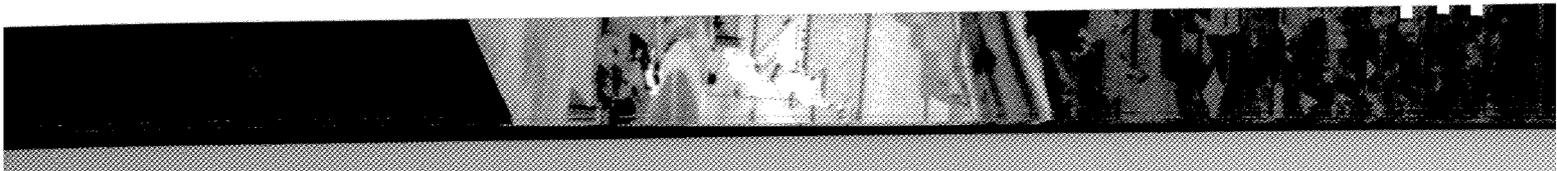


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- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations and Structural Design
- Electrical and SCADA Programming
- Construction Management
- Architects
- Improvement District Administration



GENERAL FACTORS AND COMPLIANCE



GENERAL FACTORS AND COMPLIANCE

INSURANCE REQUIREMENTS

Dibble is familiar with the City of Avondale's insurance requirements and contract documents and is prepared to comply with said requirements upon selection for this contract. Dibble will provide the City with a Certificate of Insurance naming the City of Avondale as Certificate Holder.

PHILOSOPHY AND APPROACH

The Dibble Team is committed to developing sound engineering recommendations and quality products for our clients. Any problem has multiple solutions. At Dibble, our goal is to identify the best solution that gives our clients the most value. Our experienced staff evaluates appropriate alternatives to the proposed projects and makes recommendations for solutions based on economics, constructability, optimization, and meeting the stated project goals.

It has been our experience that many common project issues that arise may be resolved through good communication. To us, communication means informing the City of project status, including schedule, tasks, issues, probable cost, etc. It also means listening to and understanding the City's goals and perspectives. We are committed to open communication with the City on any assignment that we receive.

The Dibble Team's strong commitment to quality in development of the project scope of work, project management, engineering design, and construction document preparation ensures project success. A thorough identification and analysis of project issues, along with commitment

on the part of all stakeholders on achieving consensus, allows project work plans to proceed with minimum interruptions. Dibble has an excellent record of exceptional, reliable, quality design projects completed within timelines and construction budgets for our clients. Our design approach is also proven effective with alternative project delivery methods including Construction Manager at Risk and Design Build. We are proud of our consistent record and will continue this level of service for the City.

Our project management includes, at a minimum, the following processes:

- Communication between project stakeholders via electronic mail and project website (if desired) will allow the rapid and comprehensive exchange of project information to ensure that all stakeholders are constantly aware of the most-current status of the project.
- Responsive, proactive resolution of problems (project issues) that arise during project development. Problematic issues will be defined, investigated, and evaluated and timely consensus will be reached to keep the project moving forward. Effective problem resolution begins and ends with good communication and is germane to Dibble's project management tenets.
- Development of a detailed, realistic project schedule (MS Project), which will be discussed, updated and submitted monthly to the City's Project Manager to ensure conformance to the project timeline and milestones.
- Coordination with City staff regarding design alternatives, design criteria, performance standards, material and equipment selection.

This information and other pertinent project development elements are compiled in a project design report.

- Dibble's Quality Improvement Team will conduct Quality/constructability Reviews on all documents during the design development process to reduce the City's review effort. Our quality control program emphasizes sound engineering, practical constructability and effective presentation.
- Investigation of cost-effective design elements through evaluation of life-cycle cost, benefit-cost analysis and future operation and maintenance concerns.
- Strict adherence to the proven model of the *Public Improvement Project Guide* of the Arizona Utility Coordinating Committee, including "early and often" communication with and involvement of affected private utilities.
- Opinions of probable construction cost are generated during project development. Costs are based on a combination of sources, including maintenance of the City's recent bid-cost data, in-house bid-cost database, and recent bid-cost data from other jurisdictions in close proximity to the City.
- Project schedules and budgets are reviewed by the Project Manager on a weekly basis at our company-wide Project Managers Meeting using project status reports generated by our control software (Deltek FMS). Progress is compared to the schedule and budget to ensure adequate resources are available and that necessary coordination is occurring.



VENDOR'S RELEVANT EXPERIENCE, AVAILABILITY AND CAPABILITY



FIRM'S EXPERIENCE, AVAILABILITY, AND CAPABILITY

FIRM'S DESCRIPTION

Since 1962, Dibble has provided quality engineering services to both public and private sector clients in Arizona and neighboring states. Our position as a leader in civil engineering is a result of our cultural emphasis on developing and maintaining long-term relationships.

Strategically aligned to meet our clients' needs, Dibble is organized into the following specialized Practices:

- Water Resources
- Transportation
- Survey/GIS
- Drainage & Flood Control
- Airport Infrastructure
- Infrastructure Rehabilitation
- Site Infrastructure

Dibble's association with the City dates back to 2001. We have partnered with the City on 30 projects and have developed long-term, respected relationships with City staff.

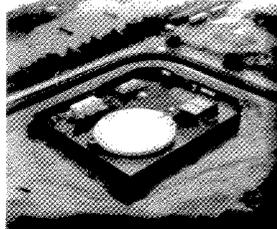
Personnel

We take great pride in our personnel as they are Dibble's greatest asset. Dibble employs a well-balanced staff of 76 including engineering, surveying, construction, and administrative professionals. We have 26 PEs, 4 RLSs, 6 surveyors, 13 EITs, 13 CAD Technicians, and 14 administrative personnel. The depth of our experience and the expertise of our engineers and technical specialists provides Dibble with the resources to effectively respond and commit to this project.

RELEVANT EXPERIENCE

The Dibble Team proposed herein has a proven record of success providing engineering services for water distribution systems, wastewater systems, transportation, traffic, surveying, hydrology/hydraulics, and GIS projects. The following projects highlight our experience in various disciplines and details are provided below.

Water Distribution Systems



City of Avondale: Gateway Facility (Well 8A, Treatment System, Reservoir, and Booster Pump Station) and 16-Inch Water Transmission Main. Dibble provided design engineering and construction management services for the relocation of Well Site 8, including construction of a new well, a nitrate removal system, a prestressed concrete reservoir, and a booster pump station in the vicinity of McDowell Road and 99th Avenue.

Approximately 4,000 linear feet of 12-inch and 16-inch water transmission mains were designed and constructed to tie the new facility into the City's distribution system. **Reference:** Lari Spire, 623.333.4423

City of Avondale: Well No. 24 Design and Construction Administration. Dibble provided design services for well equipping and site improvements for Well No. 24. Site features include a vertical turbine well pump, a vortex desander, a chlorination system, electrical and control equipment, a standby generator, and other appurtenant equipment. Facility design also included coordination with the well driller and adjacent commercial development. The project also included design of

approximately 3,100 linear feet of 16-inch raw water transmission pipeline to carry raw well water from the well to the Gateway reservoir and booster station facility. The pipeline design included coordination with the adjacent landowner for easement acquisition and coordination with the Roosevelt Irrigation District (RID) for canal crossing requirements and easement acquisition. **Reference:** Marilyn DeRosa, 623.478.3000

City of Avondale: Old Town Library Waterline Relocation. Dibble provided design and construction phase services for the relocation of 500 linear feet of existing waterlines in support of the construction of a new library facility. **Reference:** Chris Reams, 623.478.3000

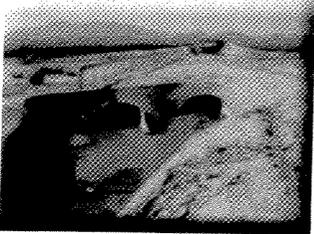


City of Avondale: Agua Fria Water Transmission Main. Dibble provided design engineering services for approximately 6,300 linear feet of 20-inch

water transmission main along the east side of the Agua Fria River from Van Buren Street to McDowell Road. These services included topographic survey, mapping, geotechnical investigation, a design report, coordination of utility potholing, preliminary/final design and plan preparation, estimate of probable construction cost, specifications, and utility/agency coordination. The design included a system connection to the existing 20-inch water transmission main in McDowell Road and a telemetry-controlled valve for filling the reservoirs at the Coldwater Springs Booster Station. Coordination with the Arizona Department of Transportation (ADOT) was required for the jack and bore crossing of I-10 right-of-way. Another jack and bore installation, coordinated with

the Flood Control District of Maricopa County, was required beneath two parallel drainage channels on the north side of I-10. **Reference:** Lari Spire, 623.333.4423

Wastewater Systems



City of Goodyear: Bullard Avenue Sewer as the Lead Engineer for the Design-Build Team. Dibble provided design and construction phase services for

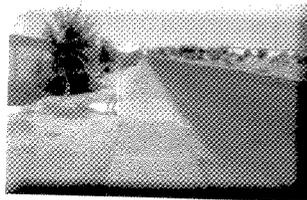
approximately 6,200 linear feet of new 36-inch interceptor sewer. The new sewer, located along Bullard Avenue between Lower Buckeye Parkway and Estrella Parkway, completes an important link in the City's regional sewer collection system. Comprehensive stakeholder coordination was critical to the success of the project; including coordination with multiple municipal agencies, RID, and multiple adjacent private and public developers associated with the construction of the City's Spring Training Baseball Facility. **Reference:** Steve Lampert, 623.882.7607

City of Goodyear: Citrus Road Sewer as a subconsultant. Dibble designed two miles of sanitary sewer pipeline on Citrus Road between McDowell and Indian School Roads. **Reference:** Steve Lampert, 623.882.7607

Town of Queen Creek: Sossaman Road Roadway, Drainage, and Sewer Improvements. Dibble designed approximately 2,700 linear feet of 15-inch and 3,700 feet of 18-inch sanitary sewer for the Town of Queen Creek. The new sewer, which functions as a trunk sewer, is located along Sossaman

Road between Sonoqui Wash and Riggs Road. The project design included significant coordination with conceptual roadway and drainage improvements to ensure that the sewer design will not conflict with planned roadway widening, storm drain and channel improvements. The project was constructed under a Construction Manager at Risk delivery method to expedite the schedule, and the sewer was put into service approximately two months ahead of the required completion date. **Reference:** Greg Wristen, 480.358.3149

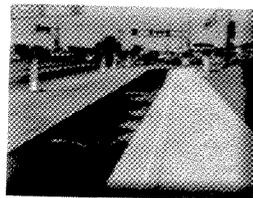
Transportation Engineering



City of Avondale: 9th Street Improvements. Dibble provided the design for a new roadway with drainage and sewer facilities in 9th

Street, a 1,100-foot collector street, in the vicinity of Buckeye and Dysart Roads. The roadway improvements include a two-lane section from Riley Drive to Western Avenue. Drainage design includes pavement drainage as well as culvert design. The sewer line will provide service to several parcels located approximately 700 feet south of Riley Drive. Geotechnical and street lighting were also included in the scope.

Reference: Chris Hamilton, 623.333.4218



City of Avondale: Van Buren Street and Dysart Road Intersection Improvements. Dibble prepared a roadway design concept study for Van Buren Street from Central

Avenue to El Mirage Road. The study defined a six-lane major urban arterial for this growing corridor. The study lead to final design plans for the widening

of Van Buren Street at Dysart Road for eastbound dual left-turn lanes and westbound right-turn lanes. The project impacts APS 69kV poles, RID irrigation system, and a well site. Coordination with the City of Goodyear was required. **Reference:** Paul Lopez, 623.333.4219

City of Goodyear: Bullard Avenue Realignment. Dibble provided design services of roadway, drainage, and waterline elements for approximately ½-mile of Bullard Avenue and ¼-mile of Goodyear Boulevard. The City completed these improvements to prepare for the new baseball training facilities. Dibble provided roadway, drainage, and traffic design for Bullard Avenue to connect the existing four lane roadway with a new section to the south. Goodyear Boulevard, just southeast of Yuma Road and Estrella Parkway, was designed to become a loop road to create the "City Center". Dibble's design effort for this six-lane roadway included drainage, water line, and traffic. Close coordination with the City of Goodyear and area developers was required to complete this project on schedule for the opening of the new spring training facilities. **Reference:** Al Gonzales, 623.882.7503

Traffic Engineering

City of El Mirage: El Mirage Speed Study. Dibble is assisting the City in evaluating appropriate posted speed limits on the major arterial roadway segments listed below. **Reference:** Jorge Gastelum, 623.876.2976

- Dysart Road from Northern Avenue to Greenway Road
- El Mirage Road from Northern Avenue to ½-mile north of Greenway Road
- Northern Avenue from ¼-mile west of Dysart Road to ½-mile east of El Mirage Road

- Olive Avenue from ½-mile west of Dysart Road to ¼-mile east of El Mirage Road
- Peoria Avenue from ½-mile west of Dysart Road to ¼-mile east of El Mirage Road
- Cactus Road from Dysart Road to 115th Avenue
- Thunderbird Road from Dysart Road to 115th Avenue
- Greenway Road from Dysart Road to El Mirage Road
- Thompson Ranch Road from Thunderbird Road to Greenway Road

Maricopa County Community College District: Scottsdale Community College Traffic Signal and Loop Road Design. Dibble provided loop road design for Phase 1, the eastbound left-turn lane into entrance one, construction management services, signal design, and coordination with the Salt River Pima-Maricopa Indian Community, ADOT, and the Maricopa Department of Transportation. **Reference:** Arlen Solochek, 480.731.8232



City of Scottsdale: Indian School Road, Drinkwater Boulevard to Pima Road, Roadway Improvements. Dibble provided design for improvements to approximately two miles of Indian

School Road from Drinkwater Boulevard to Pima Road. The improvements included assessing the operational feasibility of a reversible center lane for the Indian School Road corridor in Scottsdale. The operational analysis of the corridor and its major intersections was performed in SYNCHRO 7. Since the City's travel demand model is not designed to

evaluate reversible-lane conditions, traffic volumes for the analysis were developed using a set of customized model scenarios, which included different combinations of extra through lanes and left-turn restrictions, to simulate the volumes in the two daily peak hours under reversible-lane operations. **Reference:** Annette Grove, 480.312.2399

Surveying

City of Avondale: 107th Avenue Surveys. Dibble provided a boundary survey and legal descriptions for the Northeast Booster Pump Station and treatment building parcels. **Reference:** Lari Spire, 623.333.4423

City of Avondale: Benchmark Inventory. Dibble completed Benchmark data as provided by the City to compare to the Maricopa County Geodetic Densification and Cadastral Survey Results of Surveys to compile data for future updates to the City of Avondale Control Networks. The Maricopa County corner location format was used to identify corners by Township, Range, Section number and corner location. The City of Avondale NGVD29 elevations were compared to the calculated Maricopa County NGVD29 elevations. Any benchmark that fell outside the accepting criteria of 0.30 feet of difference between the calculated and published elevations has been deemed as a possible unreliable elevation.

Reference: Lari Spire, 623.333.4423

City of Avondale: GPS Training. Dibble provided advanced GPS training for City of Avondale staff. Training was conducted on Topcon GPS hardware and processing software in support of surveying tasks that support a GPS mapping program of underground utility appurtenances and possible cadastral, as built, and topographic mapping tasks. **Reference:** Lari Spire, 623.333.4423

Hydrology/Hydraulics

City of Avondale: Areawide AZPDES Permit. Dibble prepared a Notice of Intent (NOI) and supplementary documentation to obtain a permanent Areawide De Minimus Permit from the Arizona Department of Environmental Quality in compliance with the Arizona Pollution Discharge Elimination System. The Areawide Permit authorized periodic discharges from Well 8 and all other wells with limited discharges from operation along with other periodic low volume discharges associated with operation of the City's water system (e.g. reservoir overflows, well pumpout and maintenance, line breaks, hydrant flushing, etc.) The Areawide Permit NOI required documentation of the source, nature, and estimated volume associated with potential discharges. In addition, it requires documentation of Best Management Practices (BMPs) designed to minimize the potential for contamination of downstream receiving waters.

Reference: Steve Ruppenthal, 623.333.4433



City of Avondale: Garden Lakes Drainage Improvement Study.

The drainage structures (catch basins and connector pipes) draining to the south lake in the Garden Lakes community

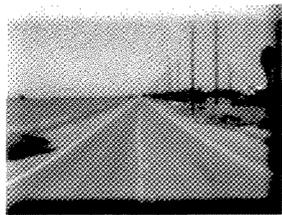
experienced a stagnant (ponding) water condition. The City needed to eliminate this condition due to vector control issues. The City's preferred solution was to simply remove the baffle that separated the lake water from the culvert water, allowing the ponding water to enter the lake. Dibble conducted a study to ensure that the proposed solution would not create an adverse impact to system capacity. The portion of

the community studied consisted of parcels 19 and 30, which drain to the lake via five pipes. **Reference:** Scott Tkatch (formerly with the City of Avondale), 928.777.1140

Sundt Construction, Inc.: Avondale Boulevard Drainage Study as a subconsultant. Dibble provided a drainage study for the Avondale Civic Center property owned by Sundt. **Reference:** Bill Lies, 480.293.3000

GIS Programs

City of Avondale: GIS Data Maintenance and Special Projects. Dibble provided GIS data maintenance and support, database design, development of ArcIMS website, equipment specification for the GPS base station, and software/hardware requirement recommendations. **Reference:** Lari Spire, 623.333.4423

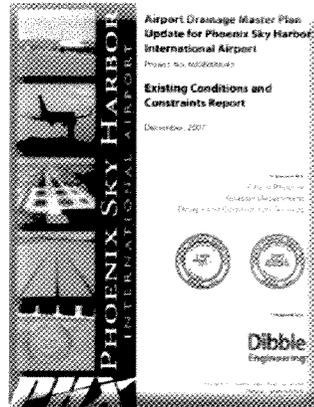


Maricopa County Department of Transportation: Scalloped Streets Candidate Assessment Report.

The purpose of the project was to identify and prioritize segments of scalloped streets in the southeast Valley for widening improvements. These scalloped streets create bottlenecks, add congestion, and slow down traffic since they do not have the capacity to meet current traffic demands. The evaluation of scalloped streets was accomplished using GIS and project prioritization was performed using Microsoft Access. The project area is bounded by Hunt Highway to the south, I-10 to the west, the Salt River to the north, and Meridian Road to the east. Within the study area, there are over 130 miles of scalloped streets, including over 104 miles of arterial streets and 26 miles of collector

streets. Of these 130 miles, 15.8 miles are classified as high priority for improvements due to accident history, traffic congestion, and safety concerns. About 44.6 miles have a medium priority while 69.7 miles have a low priority. **Reference:** Bob Woodring, 602.506.1766

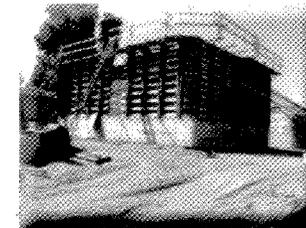
City of Phoenix PSHIA: Airport Drainage Master Plan Update. Dibble is providing engineering and master planning services to update the Airfield Drainage Master Plan (DMP), prepared in February 2001, and is necessary due to extensive airport expansion plans. The DMP Update will be used as a planning and programming tool to coordinate construction of the storm drainage system in conjunction with other airport infrastructure upgrades that are planned over the next 10 years.



Work consists of verifying and updating existing storm drain facilities information within the airport operating area and areas of proposed expansion; investigating and identifying drainage issues through the development of a storm water system computer model; developing recommended storm drainage infrastructure; and creating schematics of the approved projects. Drainage facilities are compiled in a GIS database, with detailed graphic representations tied to a database of information for each facility feature. This database will be included in the Phoenix Sky Harbor International Airport comprehensive GIS system that is currently under development. The project includes developing a five-year and ten-year drainage improvement CIP Program

with budgets and scopes of work for individual civil design consultant procurements. **Reference:** Dave Hensley, 602.273.3338

Improvement District Administration



Town of Queen Creek: Ellsworth Loop Road Improvement District (ID). Dibble completed the design of over four miles of roadway: Ellsworth Loop Road from

north of Chandler Heights Road to Queen Creek Road and Rittenhouse Road from east of Hawes Road to Ocotillo Road. Ellsworth Loop Road was designed as a by-pass route for trucks and commuter traffic and provides access for proposed commercial developments. Most of the roadway was designed with six travel lanes and a raised median. The design includes a depressed intersection at Ellsworth Loop and Rittenhouse Roads that required a major bridge structure design to take Ellsworth Loop Road under the existing Union Pacific Railroad track. Work also included a new bridge structure crossing the Queen Creek Wash. The project was built utilizing funds from one of the largest improvement districts to date in Arizona. The design contract involved many disciplines including transportation, drainage, traffic, mapping, water resources, geotechnical, environmental, structures, and landscape architecture. **Reference:** Dick Schaner, 480.358.3136

Cochise County: Babocomari Improvement District. Developers of the Babocomari Land Grant near Whetstone formed the Babocomari Development Association to facilitate the development of approximately 3.5 square miles. The Babocomari ID was formed to design and construct the roadway and drainage backbone

for the area. Dibble was selected as the District Engineer and was responsible for the design of approximately four miles of roadway and drainage improvements. The development area abuts SR 90 and includes the design of three traffic signals at SR 90. Significant coordination efforts with the Babocomari Development Association and ADOT were required. Dibble functioned as a department head for Cochise County, reporting directly to the Board of Supervisors, which also serves as the ID Board. **Reference:** Patricia Morris, 520.432.9322

City of Peoria: East Paradise Lane Improvement District. Dibble provided assessment engineering, design and construction administration services for the East Paradise Lane ID. The ID was formed to complete one mile of roadway improvements including alignment studies; right-of-way delineation; traffic signalization; landscaping and irrigation improvements; two bridges over Skunk Creek; 4,000 linear feet of 12-inch waterline; 3,600 linear feet of 12-inch sanitary sewerline and 600 linear feet of 8-inch sewerline; 1,500 linear feet of 24-inch storm drain; and 1,800 linear feet of channel improvement. This project also included coordination with local business and property owners. Dibble provided assessment engineering services that included assessment diagrams, assessment methodology, assessment spreads, and benefit analysis for the formation of the ID. **Reference:** Dave Moody, 623.773.7367

DIBBLE'S LEGAL ORGANIZATION

Dibble Engineering is a wholly-owned Arizona corporation with our corporate office in Phoenix, Arizona. There is no separate parent organization.

DIBBLE'S IDENTIFICATION INFORMATION

Legal Name	Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)
Address	7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
Legal Form	Wholly-Owned Arizona Corporation
Point-of-Contact	Kevin Roberts, PE Contract Manager
Address	2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395
Phone / Fax	623.935.2258 / 623.935.2361
Principal Office Location	7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
West Valley Office Location	2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Oridian's Response to the RFQ]

See following pages.

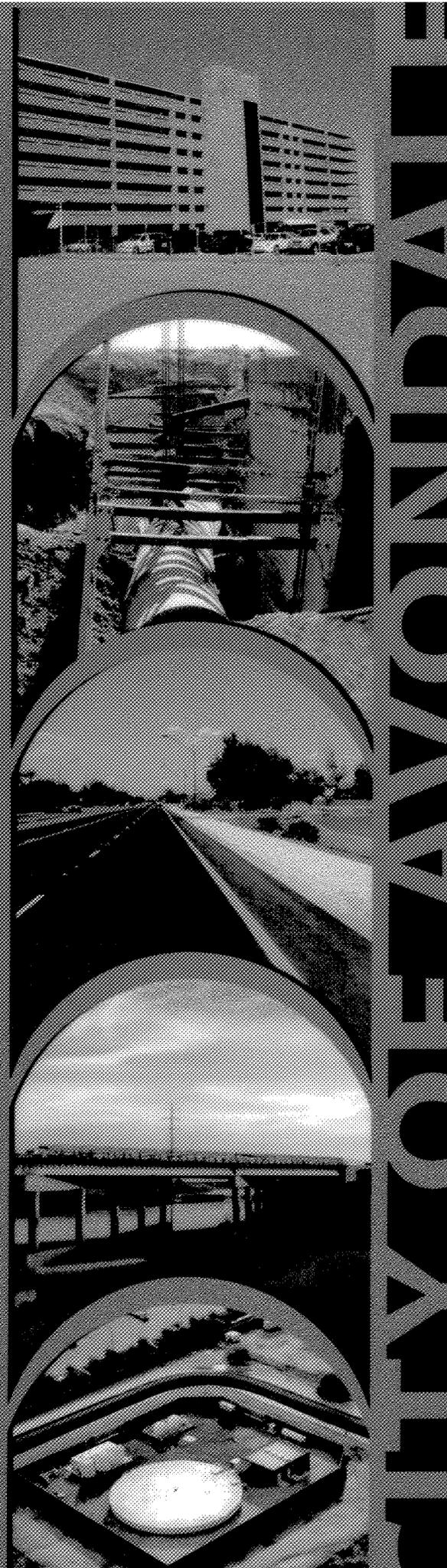
**Statement of Interest
to Provide Professional Services
for Capital Improvement
Projects for the
2008/2009 and 2009/2010
Fiscal Years**

Submitted to: City of Avondale
City Clerk
Submittal Date: April 16, 2008



Address: 7500 N. Dreamy Draw Dr.
Suite 200
Phoenix, AZ 85020

Contact: Elliott Gappinger
Phone: 602.957.3936



ORIDIAN
CONSTRUCTION SERVICES, LLC
A DIBBLE & ASSOCIATES COMPANY
ROC 183065 CLASS A
ROC 206114 CLASS B

7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4669
Tel. 602-957-3936
Fax 602-957-1488
www.oridian-services.com

CONSTRUCTION MANAGEMENT

PROJECT MANAGEMENT

CONSTRUCTION STAKING

April 16, 2008

Mr. Charles Andrews, Senior Project Manager
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323

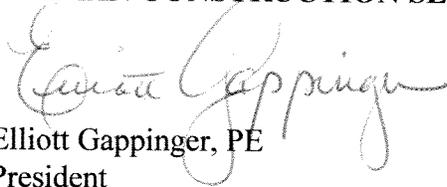
Re: FY 2008/2009 Professional Consultants Selection List

Oridian Construction Services requests to be placed on Avondale's consultant selection list for construction management services.

Oridian has excellent CM and inspection experience on a variety of projects, including some for the City of Avondale, and including CM at Risk and design-build projects. We have successfully administered construction contracts on projects ranging in size from \$1 million to over \$40 million. Our staffing resources are considerably larger than the number of personnel shown in the attached Statement of Qualifications, so we have the ability to respond to any project needs that the City may have. The personnel shown are immediately available and have expertise that is appropriate to the types of projects that are upcoming within the City.

We appreciate this opportunity to present Oridian's credentials to the City of Avondale, and we look forward to working with you in the near future as your construction manager.

Sincerely,
ORIDIAN CONSTRUCTION SERVICES, LLC


Elliott Gappinger, PE
President

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Oridian Construction Services, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

, April 4 2008
Signed Date
Elliott Gappinger

Print Name

President

Title

Oridian Construction Services

Company Name

7500 N. Dreamy Draw Dr., Ste 200

Address

Phoenix AZ 85020-4669

City, State, Zip Code

END OF ADDENDUM No. 1



REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

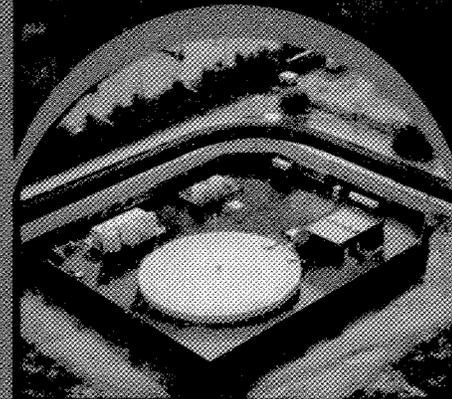
1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:
 - d. Provide a statement regarding the following:
 1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience **40 pts**

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

DISCIPLINE SPECIALTY CHECK LIST



CITY OF AVALONDALE

SECTION B

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Oridian Construction Services
Address 7500 N. Dreamy Draw Drive, Suite 200
City Phoenix State AZ Zip 85020
Contact Name: Elliott Gappinger
Title: President
Telephone 602-957-3936 Fax 602-957-1488

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Plan Review Services
- Landscape Architects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations & Structural Design
- Electrical & SCADA Programming
- Construction Management
- Architects
- Improvement District Administration

Section 1 – General Factors and Compliance

Oridian has performed construction management and inspection on several projects for the City of Avondale. We are familiar with the City's insurance requirements and contract documents, and we will comply with all of the provisions therein. We are also familiar with the City's expectations for consultant construction managers. On past projects we have developed good working relationships with members of the City staff.

Approach and Understanding

As construction managers Oridian does not prepare design drawings, but we have a great deal of experience performing constructibility reviews and providing quality evaluations of construction plans and specifications.

The basis of our approach to Construction Management, a method that has worked very well, is to **focus on teamwork**. While formal partnering is not necessary, some of the elements of it are valuable for managing a project. The teamwork concept is integral to our philosophy of how to maintain control of project quality, budget, and schedule.

Our management plan for City of Avondale projects includes several key elements:

Quality Control

Elements of our Quality Control program include complete and accurate documentation of project information through meeting notes and daily field reports, close communication with project team members including City staff, and an adequate materials testing program which includes timely turn-around of test result reports.

Oridian employs a staff of highly qualified and experienced inspectors. They are equipped with pick-up trucks, cell phones, and all the proper tools and equipment needed for the task at hand. We have provided full-time inspection specific to on-going projects as part of a construction management team and inspections as an agency representative, under contract to the City of Phoenix Development Services, City of Glendale, and Maricopa County Department of Transportation. On large or small scale vertical projects we provide specialty inspections (typically through sub-consultants) for architectural, mechanical, electrical, and special systems items. We have experience in inspection of large projects, coordinating the work of up to 7 sub-consultant inspection firms. Our quality inspection services for Avondale projects will likely include:

- Preparing daily reports of construction activity and observations.
- Close coordination with the Contractor's materials testing consultant.
- Coordinating with City staff.
- Enforcing contract documents regarding any special inspections, tests, and reports required to be provided by the contractor.
- Reviewing of contractor's red-line "as-builts" on a monthly basis and at project close-out.
- Monitoring jobsite safety issues and reporting deficiencies to the contractor and owner's representative.
- Reviewing monthly pay applications for verification of quantities being billed.
- Preparing punch-lists for substantial and final completion status.

On every project we have been assigned to inspect, there are daily quality issues that must be monitored and enforced. These include:

- Proper bedding, backfill, and jointing of pipe installation.
- Proper material compaction for embankments, subgrade, and aggregate base.
- Proper mix designs, placement, and vibration of concrete pours.
- Proper delivery, lay-down, and compaction procedures for asphalt paving.
- Proper placement, size, and spacing of reinforcing steel.
- Adequate and safe shoring, barricading and traffic control.

These are but a few of the quality issues that we face every day in our inspection capacity. Our inspectors don't hesitate to reject work that is not in conformance with the contract documents, but will also apply common sense to their observations and decisions.

Oridian will perform as an extension of your staff. In all aspects of our work we are representatives of the City of Avondale, working to promote and protect your best interests, keeping the entire team focused on the project's objectives – delivering a quality project on time and within budget.

Budget Control

Again using the teamwork approach, Oridian works closely with the contractor to identify potential issues or problems that could result in additional cost to the project. As soon as an issue arises, we will bring the proper team members together to develop a cost effective and timely solution. We perform diligent reviews of extra work and change order request items to assure that the proposed costs are justified and reasonable.

Disputes that become claims are often a hidden cost to projects – not showing up until after the work has been completed. Oridian has a regular agenda item in our weekly meetings to identify and document potential disputes before they become major problems. This is discussed in more detail later in this Section.

During construction, we monitor each monthly pay application closely against the approved Schedule of Values to ensure that the contractor is staying within budget as compared to the actual work completed, check for proper allocation of costs to line items, and verify the appropriate use of any contingency line items.

Oridian is accustomed to monitoring our own budget closely to ensure that we stay within the cost allocated for our services. This includes monitoring our subconsultants, reviewing timesheets at each pay period, and tracking both hours and dollars expended against budget on a regular basis.

Schedule Control

The teamwork approach with the contractor focuses on problem solving in order to stay on schedule. During construction we will lead weekly progress meetings that are oriented around the project schedule. The 2-week look-ahead schedules submitted by the contractor at the progress meetings are compared to their approved CPM schedule to confirm the project status or discover potential problems. When issues are identified that threaten the schedule we will assemble the appropriate people for a special meeting

to find solutions for those issues. In our experience contractors usually respond well to a team approach when they see that the effort of the team is likely to help them stay on schedule.

Maintaining logs of submittals and RFIs, tracking their disposition, and expediting turn-around when necessary, assists greatly in maintaining the project schedule. Oridian staff is accustomed to performing these tasks on every project we manage.

We utilize Primavera SureTrak for critical path scheduling. We can build a construction schedule independent of the contractor, if necessary, to check assumptions in the critical path logic, or to try "what if" scenarios when evaluating alternatives. This capability has been extremely valuable on some past projects.

Construction Coordination / Impacts to Public

Oridian takes a pro-active role in coordination of construction activities for the benefit of all project stakeholders and the general public. We can lead, support, and participate in pre-construction partnering meetings and other coordination meetings with groups such as landowners, outside agencies, utility companies, and others. At these meetings, lines of communication are established and the concerns of each group are identified. We are experienced in leading public meetings to hear and address the needs of the general public prior to the start of construction.

Once all stakeholders have been identified we, along with the Contractor, can put together a plan to address their needs. Oridian maintains regular communication and coordination with stakeholders through invitations to the weekly progress meetings, distribution of meeting notes via e-mail, and verbal communication throughout the duration of construction. Through public information sub-consultants, we have maintained telephone hotlines, distributed informational flyers, and established project signage for the benefit of the public. Our efforts have been successful in minimizing impacts to the public by placing an emphasis on excellent communication practices.

Construction Conflicts and Disputes

Oridian has ample experience in assisting our clients with the resolution of contractor disputes and claims; however, our focus as construction contract administrators is on preventing claims from occurring in the first place. One of the key ways that we do this is to pointedly ask the contractor, at every progress meeting, if they have any issues or potential disputes that need to be addressed. If they do, then we begin immediately to define the issue and seek out possible solutions. This process almost always resolves the matter before it grows into a claim. In the few cases where a resolution is not found, Oridian has, through this process, developed excellent documentation for use in the defense of any resulting claim.

One of the best tools in resolving construction conflicts is to have a superior knowledge of the contract documents. Oridian is very well acquainted with the type of contract documents utilized by the City of Avondale. We have also used the MAG Standard Specifications and Details, and the various supplements to MAG, on many projects. We have experience with the contract documents used by most of the other public agencies in Arizona, and with AIA and other contract forms used in the private sector.

Project Safety

Oridian is committed to the safety of all employees, visitors, and the general public on any project with which we're involved. We have a written safety plan that each employee is given a copy of and expected to adhere to. In our project management capacity, we will require that the Contractor submit their project-specific safety plan for our review prior to the start of construction. At any time during construction, if we observe an unsafe condition or the Contractor performing an operation that is not in compliance with their safety plan or standard OSHA requirements, we will bring this to the attention of the Contractor's field supervisor and/or the owner's representative. Our weekly construction progress meetings also have Safety as a regular topic on the agenda for discussion each week. Oridian will work with the Contractor as part of the overall project team to promote safety in any way we can.

Section 2: Vendor's relevant experience, availability and capability

Oridian is a consulting firm specializing in construction management, contract administration and inspections on all types of projects. The company holds Arizona contractor's licenses in general engineering (ROC183065 Class A) and general commercial (ROC206114 Class B-01). Thus, we have proven skills in cost estimating, construction scheduling, and construction management.

Available Staffing

The number and types of construction management and inspection staff persons currently available to the City of Avondale are as follows:

Project managers	3
Registered engineers	2
Construction inspectors	4
Registered land surveyors	2

These persons also have experience with cost estimating, construction scheduling, bid document preparation (including construction specifications), shop drawing review, and the full range of post design services – including close-out procedures for construction projects. In addition, Oridian often utilizes the resources of subconsultants for materials testing and public information.

Example Projects

The following examples of relevant projects for which Oridian has provided construction management and inspection services are intended to show a range of project sizes and types. Numerous additional project descriptions are available.

Broadway Road Gravity Sewer – 59th to 75th Avenue, City of Phoenix

This project consists of the installation of a gravity sewer pipe, 42" and 36" diameter fiberglass reinforced polymer pipe (FRP), from 75th Avenue to 59th Avenue on Broadway Road. The sewer line is being installed by a home builder/developer under an agreement with the City of Phoenix. The deep installation and unstable soil conditions in some areas have made this a challenging project. Oridian is providing construction inspection and project coordination, acting as the City of Phoenix Water Service Department's representative on the project. Our duties include inspection of the pipe installation, oversight and review of the materials testing program on the project, coordination with the Maricopa County inspector for issues related to work within MCDOT right-of-way, coordination with the design engineer and COP WSD staff for design issues and changes, and review/approval of "as-built" plans.

Construction Dates: 3/2007 to present. Anticipated completion: 5/2008

Construction Amount: \$6.2 million (approx.)

Client Reference: Mr. Tim Tax, 602-261-8362; Mr. Roger Olsen, P.E., 602-534-2290

McDowell Road Sanitary Sewer – 27th to 29th Avenue, City of Phoenix

This project involved the installation of 1590 lf of 18" VCP along McDowell Road from 27th Ave to 29th Ave to replace an under-sized 15" main. An extensive 12" by-pass with several pumps was constructed to move the sewer flows around the work zone throughout the entire construction period. This project was complicated by several unmarked utilities and a traffic control plan that required switching of a lane from east bound to west bound daily at noon and reversing at night. ORIDIAN performed the construction administration and inspection for the project including: conducting and documenting progress meetings, processing submittals and RFI's, review of contractors pay applications, measurement of quantities, issue resolution, and full-time around the clock observation (when needed). This project was constructed through the CM at Risk delivery method.

Construction Dates: 7/2007 to 10/2007

Construction Amount: \$1,019,000

Client Reference: Mr. John Masche, P.E., 602-534-6997; Ms. Sheri Jackson, 602-262-4700

Sanitary Sewer Relief/Replacement Program - Priority Project #6, City of Phoenix

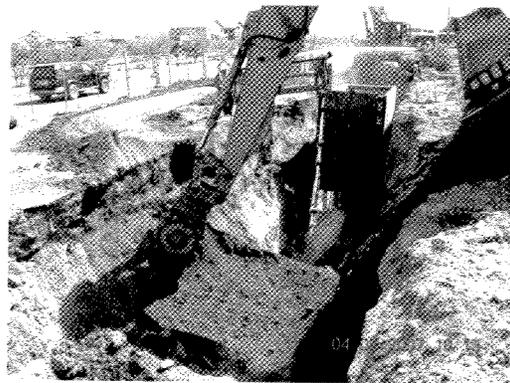
Priority Project #6 involved work at two locations. At Wier Ave. west of 35th Avenue, within a residential subdivision, 225 lf of 8" sewer line was replaced with a new 12" sewer line to relieve the burdened line. Here a continuous sewage by-pass was maintained with silent pumps. In addition to new pipe and manholes, existing brick manholes were rehabilitated. At the 24th Street and Broadway Road site, the contractor installed a new 15-inch VCP line from Broadway Road south 1475 feet. New manholes were constructed and laterals tied in. This was another site with unstable cobble that resulted in over-excavation and a wide trench, hence extensive pavement replacement. Traffic control was also an issue on these busy streets.

Oridian provided construction administration, full-time and sometimes around-the-clock inspection (when needed). Oridian also provided the materials testing services (RAMM) and the public information services through subconsultants. This project was constructed through the CM at Risk delivery method.

Construction Dates: 7/2007 to 11/2007

Construction Amount: \$1,258,000

Client Reference: Mr. John Masche, P.E., 602-534-6997; Ms. Sheri Jackson, 602-262-4700



Zone 1 and Zone 4 Water Transmission Mains, City of Glendale

This project involved construction of 2.5 miles of 30-inch, 24-inch, and 20-inch water transmission mains in Glendale on Orangewood Avenue from 67th to 83rd Avenues and 83rd Avenue from Orangewood to Glendale Ave. The pipe material used was ductile iron for all sizes on the project. The project challenges included tight working conditions through a residential neighborhood, along with limited access traffic control requirements. There are also 2 elementary schools located within ½ mile of each other along the alignment. Oridian worked closely with the Glendale School district and others

to facilitate a construction phasing plan and school traffic routing plan that satisfied the needs of the project and provided for the safety of the public. Other project features included a jack-and-bore 36-inch steel casing pipe installation across the intersection of 71st Avenue and Orangewood. Oridian provided full construction administration and inspection services on the project, all materials testing through a subconsultant, and the construction staking.

Construction Dates: 6/2007 to 12/2007

Construction Amount: \$4,730,000

Client Reference: Mr. Jim McMains, 623-930-3667; Mr. Russell Fletcher, P.E., 623-930-2718

Van Buren Street Improvements, City of Goodyear

This **CM at Risk** project with the City of Goodyear involved two miles of widening to a major arterial street, and the construction of a bridge over Bullard Wash. Extensive coordination with local businesses and a large church was part of Oridian's responsibilities.

Construction Dates: 11/2006 – 7/2007

Construction Amount: \$15,000,000

Client Reference: Mr. Al Gonzales, 623-882-7924

Pecos and Germann Roads and Bridges for the Town of Gilbert.

Oridian was the project manager during design and the construction manager during construction of this **CM at Risk** project. It consisted of bridges over the East Maricopa Floodway and box culverts in the RWCD canal at both the Pecos Road and Germann Road crossings, as well as drainage improvements and street widening. The project was complicated by extensive utility conflicts and right of way issues, which Oridian helped to manage and resolve.

Construction Dates: Completed in April 2005

Construction Amount: \$12,500,000

Client Reference: Mr. Ron Nadzieja, 480-503-6191

Warner and Val Vista Roads Improvement and Railroad Crossings for the Town of Gilbert. Oridian was the construction manager for this project, which involved construction of two major street crossings of the Southern Pacific Railroad as well as widening of a mile of Warner Road from Val Vista to Greenfield. Oridian worked with the SPRR for construction permits and for inspection and timing of the construction work.

Construction Dates: Completed in October 2003

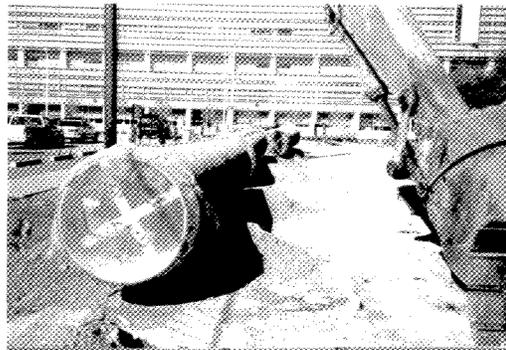
Construction Amount: \$1,700,000

Client Reference: Mr. Rick Allred, 480-497-4923

East Economy Parking Structures #1 and #2 at Sky Harbor Airport.

These projects both involved the construction of multi-level parking garages. Both were large and on a fast track, requiring very hands-on construction management by Oridian. Both projects required working within and around busy transportation facilities without causing major disruptions; and both projects involved managing numerous design subconsultants and contractors. The second project was **CM at Risk**.

Construction Dates: Completed in May 2006



Construction Amount: \$64,000,000 combined
Client Reference: Mr. Dave Hensley, 602-273-3338

Description of the Company

Oridian Construction Services was incorporated as a Limited Liability Corporation (LLC) in January 2001 (Delaware) and is a sister company of Dibble & Associates Consulting Engineers, which owns slightly over 50% of the company. Elliott Gappinger, P.E. is the president of Oridian and the primary contact concerning this SOQ. His office address is:
 7500 North Dreamy Draw Drive, Suite 200
 Phoenix, AZ 85020
 Phone: (602) 957-3936 FAX: (602) 957-1488

Main Office Location

Oridian's main office is local at the address shown above. All personnel assigned to Avondale projects will be based out of this Phoenix office.

Section 3: Personnel qualification and pertinent experience

Oridian wishes to be included on the consultant selection list for construction management. We have experience and qualifications on several types of projects for which we would like to be considered as construction managers for the City of Avondale. We have particular expertise in water and wastewater distribution systems, wells and water treatment, street and highway projects, bridges, and parking garages.

Relevant project and Staff Experience

Several relevant projects are described in Section 2 of this proposal. These and other recent projects that demonstrate our CM experience are shown below.

PROJECT NAME	PROJECT TYPE	KEY STAFF	SUBCONSULTANTS
Broadway Road Gravity Sewer	Waste Water System	RM, RS, JM	Quality Testing
McDowell Road Sanitary Sewer	Waste Water System	NP, RS	RAMM, KDA
Van Buren Street Improvements	Transportation	RM, RS, RJ	Ninyo & Moore
Pecos & Germann Roads Bridges	Transportation	RM, RS, RJ	
Phx. Sanitary Sewer Repair Program	Waste Water System	NP, RS, JM	RAMM, KDA
Glendale Zones 1 & 4 Water Mains	Water Distribution	AS, RS, JM	Quality Testing
Warner & Val Vista Street Widening	Transportation	RM, RS	
Avondale Northside Booster Station	Water Distribution	RM, RS	
Avondale Well 8 Reservoir & Pumps	Water Distribution	RM, RS	
Williams Field Rd. Reclaimed Water	Water Distribution	RM, AS, RS	

Legend:

Key staff persons referenced in the chart above are as follows:

- Ron Martinez, P.E. (RM) is project principal.
- Allen Semer (AS) is a senior project manager.
- Nelda Paddock (NP) is a project manager.
- Roy Stryker (RS) is a project manager and inspection supervisor.
- Johnny Mallow (JM) is a senior inspector.
- R.J. Greisenauer (RJ) is a senior inspector.

The subconsultants shown in the chart above are:

- Quality Testing - materials testing
- KDA – Kristen Darr & Associates, public information services
- RAMM – Ricker Atkinson McBee & Morman, materials testing

Ninyo & Moore – materials testing

Staff Experience Summaries

The following is a brief statement of qualifications for each of several key Oridian staff members who are available to the City of Avondale. Additional details are contained in the resumes which are attached this SOQ.

Ron Martinez, P.E. Experience: 30 years With Oridian: 7 years
Ron is a Vice President of Oridian and will serve as the **Project Principal**. He will ensure that our team is performing up to the expectations of the City, providing both technical and administrative support to the team as necessary. Ron has over 30 years experience in the design and construction of public works projects. Ron has served as the Principal for Oridian on most of Oridian's projects for the past 2 years.

Roy Stryker, C.E.T. Experience: 25 years With Oridian: 7 years
Roy is a **Project Manager** for Oridian and also functions as our Inspection Supervisor, overseeing our inspection staff. Roy has over 25 years experience in construction administration, inspection, quality control / quality assurance, design, and survey on public works projects. His resume includes many underground water and sewer projects, as well as many transportation and airport projects. Roy provides regular in-house training to keep all Oridian inspectors current on inspection techniques and knowledge.

Allen Semer Experience: 30 With Oridian: 3 years
Allen is a **Senior Project Manager** for Oridian. He will be available as needed for any Avondale project. Allen is an experienced civil engineer with over 30 years experience in all aspects of public works construction. He was the Project Manager for Oridian on the Williams Field Road Reclaimed Waterline Project, listed in Section 2 of this proposal. Allen is also a certified value engineer. As such he is very experienced in plan reviews and in finding ways to save money for the project owner without sacrificing quality.

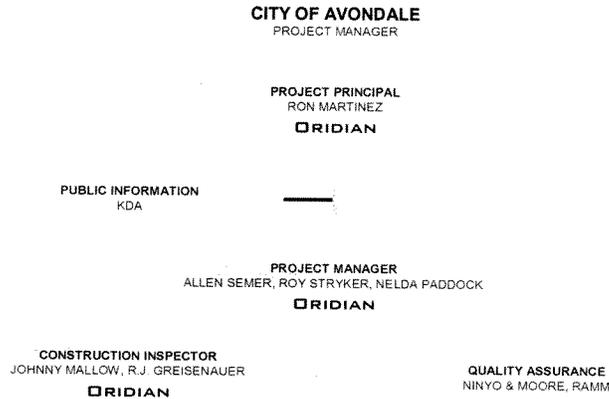
Johnny Mallow Experience: 25 With Oridian: 2 years
Johnny is a **Senior Construction Inspector** and will serve as a lead inspector for Avondale projects. Johnny has over 25 years experience as an inspector on water, wastewater, and street projects in Arizona and Colorado. Johnny has worked on five recent Phoenix and Glendale sanitary sewer projects, including those listed in Section 2 of this SOQ.

R.J. Greisenauer Experience: 26 With Oridian: 3 years
As a **Senior Construction Inspector** R.J. has provided construction inspections on several Oridian projects. His expertise is especially valuable on bridges and other major structures. He has over 20 years of construction experience. R.J. is also a certified welding inspector, which is a very useful skill on steel structures and on concrete lined steel pipe with welded joints.

Nelda Paddock Experience: 20 With Oridian: 6 years
Nelda is a **Project Manager** with Oridian, and has performed in this role on numerous projects. She has a degree in construction management from ASU. Nelda is especially adept at building teamwork and consensus on construction projects, while maintaining high quality standards.

The organization chart below shows, in general, how Oridian staff and materials testing subconsultants may be assigned to provide construction management and inspection services to the City of Avondale. A project manager, inspectors, and a materials testing firm will be selected based on the particular requirements of the project and on the availability of the staff persons.

PROJECT ORGANIZATION CHART



Certifications, licenses and memberships

Oridian has maintained membership in the Arizona chapter of the Associated General Contractors (AGC) for the past seven years. Ron Martinez, vice president of Oridian has been a member of the American Society of Civil Engineers (ASCE) for many years. Other members of Oridian staff are certified and/or registered as follows:

Elliott Gappinger, president – registered civil engineer #12869 Arizona
 registered civil engineer #12637 Nevada
 registered land surveyor #16824 Arizona

Ron Martinez, vice president – registered civil engineer #13492 Arizona
 registered civil engineer #15198 New Mexico

Roy Stryker, project manager – NICET certified level 3 #079380

Frank Korycanek, survey manager – registered land surveyor #40809 Arizona

R.J. Greisenauer, inspector – AWS certified welding inspector #90010510 &
 #18801

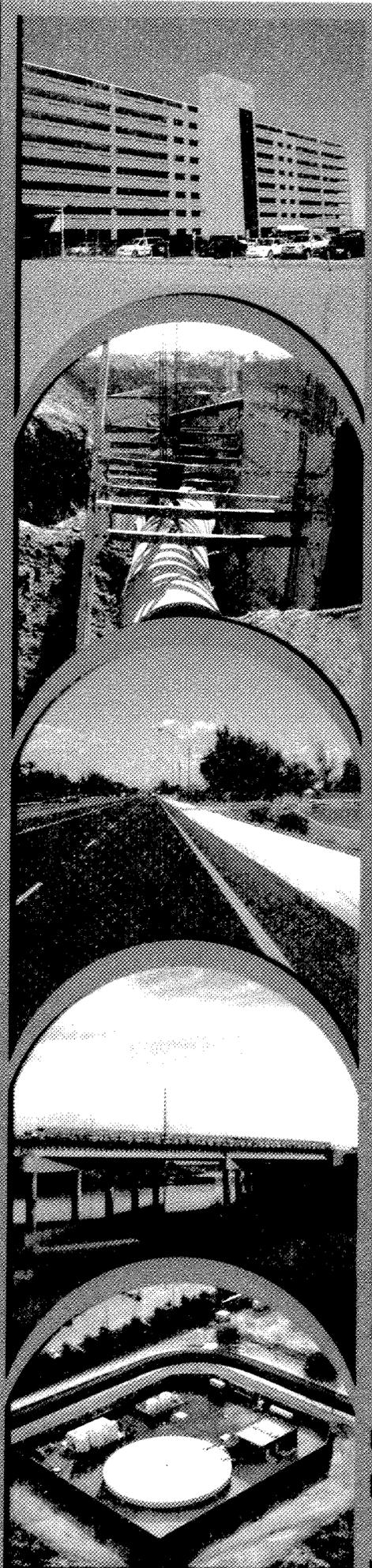
Allen Semer, project manager – certified value engineer (CVE)

Oridian proposes to use the services of **Kristin Darr & Associates, LLC (KDA)** for public information services and to assist with project team communication issues. **KDA is a certified DBE (100% woman-owned)** public involvement firm specializing in communicating complex technical messages to community-based audiences about civic functions including water/wastewater, transportation, flood control, drainage, safety, utilities, and the environment. KDA's professionals apply their experience to ensuring that project communications are clear, concise, and creatively engaging and informative for target audiences. Oridian and KDA have worked together on several projects for the City of Phoenix, and the results have been very good.

WHY CHOOSE ORIDIAN?

- ⊕ **We have excellent expertise as construction managers.**
- ⊕ **We have experience on City of Avondale projects.**
 - ⊕ **We can respond immediately to your needs.**
- ⊕ **Our people are knowledgeable and professional.**
 - ⊕ **We sincerely want to work with you.**

**VENDOR
INFORMATION
FORM**



CITY OF AVALON

SECTION B

VI. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

<u>Oridian Constructing Services</u>	<u>86-1013996</u>
FIRM SUBMITTING SOQ	FEDERAL TAX ID NUMBER
<u>Elliott Gappinger, President</u>	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
<u>7500 N. Dreamy Draw Dr. #200</u>	<u>602-957-3936 / 602-957-1488</u>
ADDRESS	TELEPHONE FAX #
<u>Phoenix, AZ 85020</u>	<u>4/16/08</u>
CITY STATE ZIP	DATE
WEB SITE: <u>www.Oridian-services.com</u>	EMAIL ADDRESS: <u>egappinger@</u> <u>oridian-services.com</u>

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

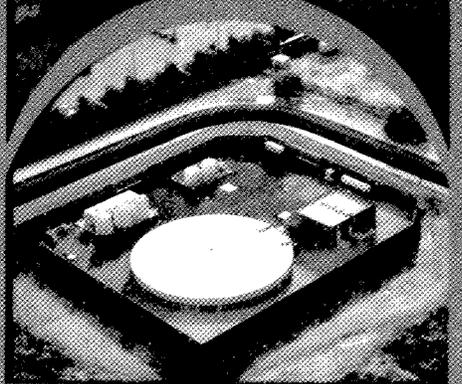
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

No

If yes, please provide details and documentation of the certification.

RESUMES



CITY OF AVONDALE

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Ron has over 30 years of experience as a civil engineer and construction manager in the design and construction of various projects for both the public and private sectors. He is a Vice President of Oridian, and manager of the Project Management Division. Ron's background includes several years working for a local manufacturer of large diameter pipe products for the water and wastewater industry. Ron has over ten years experience with general contractors as a project manager, project engineer, and estimator. His qualifications and skills include construction supervision/management, contract administration, field inspection/quality control, design review/value engineering, public meetings/presentations, partnering concepts and applications, CPM scheduling, and cost estimating.

Representative Project Experience

Water & Wastewater Construction Management

- ▶ **Zone 1 and Zone 4 Water Transmission Mains for the City of Glendale.** Ron served as the Project Principal for Oridian during the construction phase of this project which included 2.5 miles of 30", 24", and 20" ductile iron water pipe in Orangewood Avenue from 67th Ave to 83rd Ave. and 83rd Ave from Orangewood to Glendale Ave. The project challenges included limited access on Orangewood, and close coordination with 2 elementary schools located within the project construction zone.
- ▶ **Broadway Road 42" and 36" Sanitary Sewer for the City of Phoenix.** Ron is serving as the Project Principal for Oridian on this 2-mile sewer main installation project from 75th Ave. to 59th Ave. Oridian is providing project management, oversight inspection, and coordination with the residential developer on this work, being constructed under a public-private partnership agreement. The City has approved the use of fiberglass-reinforced polymer pipe (Hobas) for this project. The depth of installation and less than favorable soil conditions, along with existing parallel utilities make this a challenging project.
- ▶ **Paradise Valley 20" and 16" Water Transmission Main for the City of Phoenix.** Ron served as Project Principal for Oridian on this project, which included 2.5 miles of 20" and 16" waterline owned by the City of Phoenix within the Town of Paradise Valley. The new waterlines were constructed within a sensitive up-scale residential area, additionally complicated by deteriorated asphalt pavement, unknown underground utilities, and a jack-and-bore installation under the Indian Bend Wash. Oridian staff provided construction administration and full-time inspection.
- ▶ **Williams Field Road Reclaimed Waterline for the Town of Gilbert.** Ron served as the Project Principal for Oridian on this project which included installation of 7000 LF of new 16" ductile iron pipe from SR 202 (Santan Freeway) to the Union Pacific Railroad. A jack & bore with 30" casing pipe was required under the UPRR tracks within their right-of-way. Utility crossings at the Higley Road intersection and traffic control maintenance made this a challenging project.
- ▶ **Curry Road 42" Water Transmission Main for the City of Tempe.** Ron served as the Project Principal for Oridian on this project. It consisted of installation 3650 LF of new 42" Concrete Cylinder Pipe (CCP) in Curry Road from Scottsdale Road to Stadem Drive. Other project features included new 12" and 8" distribution system piping in the Scottsdale Rd. and Miller Road intersections. Close coordination with other agencies impacted by the project, including SRP, ADOT, MCDOT, and the FCDMC was required by Oridian staff in addressing and resolving project issues.
- ▶ **Pinnacle Peak Road Sewer Construction for the City of Peoria.** This project included installation of approximately 2.5 miles of 15" sanitary sewer main through an existing residential neighborhood. A buried crossing of the Agua Fria River with a grade control structure was also constructed. Ron's duties included supervision and oversight of the inspection effort provided by ORIDIAN to the City, coordination with the City personnel and general contractor for resolution of field issues, and coordination with the design engineer for processing of submittals,

Ronald F. Martinez, P.E.
Vice President

Project Role
Principal

Education
B.S. Civil Engineering, 1976
New Mexico State University

Registration
Arizona, Professional Engineer No.
13492

Professional Affiliations
American Society of Civil Engineers

RFI's, progress payments and general correspondence. Ron conducted weekly progress meetings with the contractor and provided follow-up on issues of concern to the City of Peoria.

- ▶ **West End Water Company Well Site Relocation for the West End Water Company.** This project consisted of the construction of a complete new well site, with above ground storage tank, pump building, booster pumps, controls, and all related site work. Ron's duties included oversight of the inspection effort provided by ORIDIAN and coordination with West End Water Company personnel and the general contractor for resolution of field issues. He was responsible for contract administration, including processing of submittals, RFIs, progress payments, change order requests and general correspondence. Ron conducted weekly progress meetings with the contractor, provided meeting minutes, and follow up on issues of concern to the client.
- ▶ **Storm Water Pump Station at I-17 and Indian School Rd. for the Arizona Department of Transportation.** Ron served as the Project Manager for the contractor on this project. The job included demolition of the existing freeway level pump house, construction of a 40-foot deep wet well, box culvert inlet structure, storm water pumps, controls, back-up generator building, and the pump station yard. Responsibilities included development of the CPM schedule, coordination of suppliers and subcontractors, supervision of on-site construction personnel, contract administration, and coordination with ADOT supervisory personnel.
- ▶ **Pima Road Utilities for the Salt River Pima-Maricopa Indian Community.** Ron had general oversight responsibilities for both design and construction of the SRPMIC's Pima Road Utility project, which included 8 miles of 30", 36", and 48" trunk sewer, 8 miles of 12" water main, and 7.5 miles of fiber optic telecommunications duct bank. Ron provided plan review and coordination with the design consultant during all phases of design and supervised the Community's project manager and inspection personnel during construction of the project.
- ▶ **Salt River Pima-Maricopa Indian Community Water System Improvements.** This project consisted of 2 new irrigation supply wells and 2 new domestic water supply wells on the Salt River Pima-Maricopa Indian Community, north of the Arizona Canal. Ron had general oversight responsibilities during design and construction of the project, which included well drilling, casing, pumps, controls, and temporary storage tank.
- ▶ **Center Street Waterline for the City of Mesa.** This project included 2 miles of new 36" and 30" concrete cylinder pipe along Baseline Road and Center Street in Mesa. The work required bored & jacked crossings under the Southern Pacific Railroad at two locations. Ron was responsible for all contract administration and coordination with the City field personnel.
- ▶ **Greenfield Road Retention Basin for the City of Mesa.** Ron was the Project Engineer for the general contractor on the project. It included excavation of a new storm water retention basin, construction of inlet structure and an overflow pump station. Ron was responsible for calculation of the excavation quantities, coordination of subcontractors, suppliers, quality control personnel, and resolution of technical field issues. He performed contract administration functions in communication with City of Mesa personnel.
- ▶ **Deem Hills Water Storage Reservoir for the City of Phoenix.** Ron served as the Project Engineer during construction of this 15 million-gallon water storage reservoir in north Phoenix. His duties involved preparation of weekly construction schedules, technical submittals, cost estimates for owner requested change orders, and written correspondence to Owner's representative on the job site. Ron monitored the performance of the excavation, blasting and water pipeline subcontractors on the project.

Water & Wastewater Planning & Design

- ▶ **Bank Protection on the Salt River for the Salt River Pima-Maricopa Indian Community.** Ron had general oversight responsibilities during the design and construction of the 1.5-mile earth levee and soil-cement bank protection project. His primary role was as Project Manager during the planning and conceptual design phase. Ron helped to author and coordinate approval of an inter-governmental agreement with ADOT and the Flood Control District of Maricopa County that provided for design, construction, and maintenance of the project.
- ▶ **City of Mesa / Salt River Pima-Maricopa Indian Community Wastewater Treatment and Effluent Recharge Project.** Ron served as the Project Manager during the planning stage and later had general oversight responsibilities during design and construction. Working closely with the City of Mesa, he helped develop the initial concepts, secured easements, and coordinated the review and approval of a 60-year agreement between Mesa and SRPMIC. The project allows for conveyance and treatment of SRPMIC wastewater by Mesa, and effluent recharge ponds on the SRPMIC.
- ▶ **51st Avenue Storm Drain – Indian School Rd. to Camelback for the City of Phoenix.** Ron served as the Project Engineer and Designer for a large diameter storm drain project. His responsibilities included preparation of plans and specifications, quantity calculations, catch basin sizing, and construction cost estimate.

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Roy is a project manager for ORIDIAN, and also functions as general supervisor of all construction inspectors for the company. He has over 25 years of experience related to construction administration, inspection, survey, and design on multi-disciplined civil engineering projects throughout Arizona. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has advanced through the ranks from inspector to project manager, acquiring impressive skills along the way.

Roy Stryker, CET
*Project Manager,
Construction Inspection
Division Manager*

Project Role

Resident Project Representative

Education

Civil Engineering courses at Glendale Community College/Phoenix College

Registration

NICET Certified - Level 3 (CET)
Engineering Technician, Certification
No. 079380

Representative Project Experience

- ▶ **Broadway Road Gravity Sewer, City of Phoenix.** As a representative to the City of Phoenix Roy has taken a symbolic project management role, as well as inspection supervisor role, on the two miles of large diameter sanitary sewer line being constructed by a consortium of home builders. The line is being constructed in both the City of Phoenix Right of Way and Maricopa County Right of Way between 75th Avenue and 59th Avenue. The pipe line product of choice is 42" and 36" diameter Centrifugally Cast Fiberglass Mortar Pipe manufactured by Hobas. Roy is working closely with the consortiums project manager, the design engineer, manufacturer's reps, MCDOT inspectors, and the City of Phoenix Water Services Department to provide quality assurance to the ultimate owner (City of Phoenix) and to assist when necessary with the contractor's efforts. Roy and his Oridian staff are also providing the construction inspection as well as QA management of the materials testing program. This project is on-going and scheduled to be completed by spring of 2008.
- ▶ **Madison Street 42-Inch Water Transmission Main Relocation for the City of Phoenix.** Roy was the Assistant Project Manager and his responsibilities included meeting attendance, filing and transmitting of documents, site visits, and coordination and supervision of the inspection staff. The project required the installation of 1,850 linear feet of new 42" PCCP waterline, to relocate a section of the existing line, from Madison Avenue to Jefferson Street in the downtown Phoenix area.
- ▶ **Sanitary Sewer Relief and Replacement Program, City of Phoenix.** Roy provided assistance to the project managers and supervised the inspections of Project Priorities 4, 5, 6, 21, and 22. The purpose of these projects is to provide relief to overcapacity sewer lines by increasing pipe diameters or re-routing flows to larger lines. Oridian was responsible for project management, inspection, all necessary testing, monitoring traffic control, public information, and QA and QC.
- ▶ **Northern Avenue Relief Sewer, City of Peoria.** Roy assisted the project manager and supervised the inspection of this highly challenging project. The project elements included installation of 1,500 linear feet of 24", 36", and 42" concrete sewer line through the right-of-way of 4 agencies, and construction of 3 cast-in-place concrete junction structures on existing lines of up to 42" diameter and flowing at up to 75% capacity, one of which is the S.R.O.G. line. This project included by-pass pumping, extensive traffic control, and a creative construction schedule to maintain the excessive flows.
- ▶ **Northeast Booster Pump Station, Phase 2, City of Avondale.** This project was constructed on a joint use site, housing a Salt River Project well that provides SRP irrigation water as well as potable water metered to the City of Avondale, a 2M Gallon concrete reservoir constructed in phase 1, and this projects Phase 2 improvements. Included in the Phase 2 improvements are: two buildings – one housing a 4 pump booster station and a second housing the electrical components, Basin Water Nitrate treatment system, an On-Site Sodium Hypochlorite Generation System, SRP Valve and Meter room, and toilet facilities; off-site water and electric power, wireless communication, SCADA, security, and site development. Roy was the project manager for this project and worked closely with the City of Avondale's Utilities Department staff, SRP, and Oridian's sub-consultants for architectural services and electrical, programming and communication support.

- ▶ **Well #8 Reservoir and Booster Pump Station for the City of Avondale.** Roy was the assistant Project Manager and inspection supervisor for this project that included development of a potable water well and well site and a second site housing a 1 million gallon recessed concrete reservoir, pump building, water treatment equipment and electrical control system. The project also included distribution piping, site security and wireless communication systems. Roy's responsibilities included quality assurance monitoring and oversight of specialty inspections.
- ▶ **Williams Gateway Airport, Fire Protection Water System, for the Williams Gateway Airport Authority.** This project involved the conversion of two Jet Fuel Tanks to water storage tanks with a combined capacity of 1.2 million gallons of fire protection water. The tanks are fed by the Mesa Water Department but are part of a system that will protect hangar facilities on the airport through a 24" DIP trunk line. Roy was the Resident Project Representative for this project and also provided inspection for the tank refurbishing and installation of the 8" and 24" water lines.
- ▶ **Agua Fria 20" Water Transmission Main, City of Avondale.** Roy provided project management and inspection on this Avondale project which included construction of 2 miles of 20" DIP and 0.25 miles 24" DIP along the east embankment of the Agua Fria River in the Flood Control District of Maricopa County (FCDMC) Right of Way. To complete this the contractor was required to jack the pipe through bores under McDowell Road, Van Buren Street, I-10, and a large ADOT drainage channel. The project provided many challenges with soil conditions, the jack & bores, run-off water, and working within the FCDMC Right of Way.

As manager of the inspection team Roy is responsible for recruiting qualified inspectors, scheduling and placement of staff, maintaining tools, equipment, materials and trucks, providing training as needed and to provide mentoring and support to each individual. Roy also insures that Oridian Policies and Procedures, including safety, are practiced and performed by all employees. Roy managed the inspection efforts for the following agencies:

- ▶ **City of Phoenix Development Services Department for the City of Phoenix.** For the last six years Roy has supervised and trained ORIDIAN inspectors assigned to Development Services to perform off-site permit inspections. These inspections primarily performed within sub-divisions, although a few have monitored private construction or small commercial development. Our inspectors are responsible for site grading, to include Storm Water Management Plans, all underground utility installations and testing, all roadway grade prep, construction of concrete curb and sidewalk, compliance with A.D.A., asphalt paving, storm water collection and storage systems, landscaping, final inspections, and close-out packages that include test reports, as-builts and engineers letter. Roy provided mentoring and field training for the ORIDIAN inspectors, coverage when they take leave, and he provides tools and materials as needed.
- ▶ **Off-Site Permit Inspection for the Maricopa County Department of Transportation Engineering Division.** Roy performed as an off-site inspector of permitted work in various locations in Maricopa County, as well as managed a full time Oridian Senior inspector performing similar inspections within his specified area of Maricopa County. The inspections included grading and paving; concrete curb, gutter and sidewalk, drainage structures, and box culverts; water, sewer and dry utility trenching, backfill and pavement replacement work; and traffic control implementation compliance. He performed these duties as a consultant while working for Oridian Construction Services.
- ▶ **Off-Site Permit Inspections for the City of Glendale Engineering Department.** Roy managed one full time Senior Inspector as well as provided additional inspections himself during a one year contract period to assist Glendale in the development of the Coyotes Arena and an adjacent housing subdivision. During this period Roy also provided training to a Glendale inspector.
- ▶ **Off-Site Permit and Capitol Improvement Inspections, Community Development Engineering Department, City of Goodyear.** Roy secured an annual contract with the City of Goodyear for contract inspections and recruited two full time senior inspectors to provide the off-site permit inspection services for the City's Community Development Department. Roy also assisted the City's inspection manager in training other inspectors.

ORIDIAN

CONSTRUCTION SERVICES

Nelda L. Paddock
Construction Engineer

Project Role
Construction Engineer

Education
B.Sc. in Construction, 2001
Dell E. Webb School of Construction
Arizona State University

Affiliations
Comanche Tribe of Oklahoma,
Member, Enrollment No. C02705

Qualifications

Nelda has over 20 years experience in the construction industry as a project manager, project engineer, civil engineering technician, inspector, and survey technician. During this time, she also earned her Bachelors Degree at ASU's Del E. Webb School of Construction. Nelda's experience includes 16 years with the Arizona Department of Transportation in the Phoenix area. Her skills and qualifications include preparation of meeting minutes, project correspondence and documentation, materials testing, inspection, utility coordination, and communications with the contractor. Her positive attitude and work ethic make her a valuable member of every project team.

Project Experience

- ▶ **Rancho Santa Fe Booster Station Improvements for the City of Avondale, AZ.** Nelda was ORIDIAN's project manager for this water system booster station expansion project. Her duties included running regular construction progress meetings to monitor the project budget and schedule, to supervise construction inspections, and to work closely with the contractor and the city staff to assure that the completed work met the intended design requirements.
- ▶ **Sanitary Sewer Relief/Replacement (SSRR #4 & #5) Projects for the City of Phoenix.** Nelda was project manager for construction of these two projects, which were constructed simultaneously by the same contractor under a Job Order Contract with the City of Phoenix. The work involved replacing under-capacity sewer lines with new, larger diameter (12" and 15") pipe, and manhole replacements on 7th Street, Southern Ave., and Atlanta Ave. in south Phoenix. Nelda also performed some inspections and coordinated closely with ORIDIAN's materials testing subconsultant.
- ▶ **Dysart Road Improvements at Estrella Mountain Community College for the Maricopa County Community College District.** Nelda was the project manager during the construction phase of this project, which was designed by ORIDIAN's sister company - Dibble Engineering. The project included street widening, curb and gutter, and other improvements for this important entrance street to the college.
- ▶ **Sanitary Sewer Relief/Replacement Project #21 for the City of Phoenix.** This project, located on 83rd Avenue in west Phoenix is similar to SSRR #4 & #5, above. Nelda was ORIDIAN's project manager during construction, working closely with the contractor and subconsultants to manage the project budget and schedule. She also provided supervision of ORIDIAN's construction inspectors, prepared progress reports, and processed the contractor's progress payment requests.
- ▶ **Scalloped Streets – Central for the Town of Gilbert.** Nelda was the Project Engineer for this project and assisted with progress meetings and prepared the meeting minutes; she interfaced directly with the contractor to achieve a final product that met all the requirements of the project plans and specifications; and she had oversight responsibilities of ORIDIAN's inspection and quality assurance efforts. The Scalloped Streets project involved widening of four separate streets to close up the improvements made by various developers. The work included utility relocations, drainage improvements and landscaping in addition to grading and paving.
- ▶ **Lindsay Road Improvements from Williams Field Road to Ray Road for the Town of Gilbert.** Nelda was the Project Engineer in the field for the construction phase of this project. The work included widening of a mile of Lindsay Road, relocation of overhead electric and existing irrigation facilities, intersection improvements, and landscaping. Nelda assisted with progress meetings and prepared the meeting minutes; she interfaced directly with the contractor to achieve a final product that met all the requirements of the project plans and specifications; and she had oversight responsibilities of ORIDIAN's inspection and quality assurance efforts.
- ▶ **Development Services for the City of Phoenix.** Nelda has provided inspection services on various aspects of projects in the northwest Phoenix area. She has been responsible for up to 100 permits at a time. She has inspected water line installations, small diameter sewer lines, pavement replacement, curb and gutter, sidewalks, street

grading and paving, and other features of private development within City rights of way. She has performed these duties with very little assistance or supervision.

- ▶ **I-17 at Anthem Way Traffic Interchange for the Arizona Department of Transportation.** Nelda was the construction engineer for the consultant, managing the construction of this privately funded traffic interchange. Her duties included managing all of the project documentation, directing the QA/QC program, performing contract administration, and processing submittals, change orders and progress payments.
- ▶ **ADOT Experience.** Nelda was a Civil Engineering Technician for ADOT for 16 years in the Phoenix area. She advanced during that time from an engineering aide to a CET 3. Her duties involved inspection and quality assurance testing on a variety of freeway and street projects consisting of utilities, roadways and structures in addition to extensive drainage features. She also performed as a surveyor and as a field office technician. As a CET 3 Nelda supervised the work of other inspectors and technicians, and she was responsible for the documentation of completed work, calculation of pay quantities, coordination with contractors and subcontractors, and interaction with local agency representatives. Some of the projects were valued in excess of \$10 million.

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Allen has over thirty years experience in Civil and Value Engineering and construction management on heavy civil projects. His project experience includes highways, airports, bridges, storm drain and retention basin systems, water and sewer distribution systems, and site development projects. He has served in roles from inspector to senior project manager on projects ranging in size up to 1.3 billion dollars. His background includes both consulting and contracting, giving Allen a well-rounded approach to project / construction management.

Relevant Project Experience

Allen B. Semer
Senior Project Manager

Project Role
Project Manager

Education
BSCE, UCLA – Los Angeles, CA

- ▶ **Airport Experience.** Allen was responsible for design and construction management of several airport projects – notably at Renton Municipal Airport, WA, Boeing – Paine Field, Everett, WA and SeaTac International at Seattle/Tacoma, WA. He was also involved with construction projects at Edwards AFB, California and Fort Lewis, WA. Allen's duties included conceptual design, value in engineering, and development of project specifications, contract negotiations, construction management and inspection. He supervised up to 16 engineers and technicians. This experience covered both air side and land side projects.
- ▶ **Curry Road 42-Inch Water Transmission Main for the City of Tempe.** Allen served as the construction manager for this project on Curry Road in Tempe. The work consisted of removal / replacement of an existing 30" diameter water main with 3,650 feet of new 42" water transmission main, valve vaults, distribution system improvements, and pavement replacement. His responsibilities have included a detailed constructability value review of the project plans, review of contractor submittals, leading weekly progress meetings, oversight of construction quality and compliance with the specifications, and maintenance of all project documentation. Allen was also involved in coordination of project activities with MCDOT, FCDMC, SRP, and Tempe Traffic Engineering.
- ▶ **Williams Field Road 16" Reclaimed Water Main for the Town of Gilbert.** Allen served as Oridian's project manager during the design phase of this project. The work includes 7000 LF of 16" Reclaimed Waterline from the eastern R.O.W. of SR 202 Freeway to the Union Pacific Railroad. A jack and bore steel casing pipe installation will be required through the Railroad right-of-way. Allen provided oversight of the design engineer's contract and responsibilities, coordination of plan review and value engineering reviews, utility coordination, and liaison with the Town and the general public. Allen is now overseeing the project during the construction phase.
- ▶ **Water Transmission Main in the Town of Paradise Valley for the City of Phoenix, AZ.** Allen was the construction manager for this project in a very up-scale and sensitive area. His responsibilities included a detailed constructability review of the project plans, review of contractor submittals, leading weekly progress meetings, oversight of construction quality and compliance with the specifications, and maintenance of all project documentation. The project involved installing two miles of 16-inch and 20-inch DIP water main through residential neighborhoods and arterial collectors.
- ▶ **Northside Booster Station Chlorination System for the City of Avondale, AZ.** Allen is serving as Oridian's senior project manager and municipal liaison during the construction phase of this project. The work includes the retrofitting and upgrade for the sodium hypochlorite generation systems, reservoir mixing and recirculation systems to the existing water treatment booster station. Allen is currently overseeing and coordinating the Contractor's submittals, scheduling & certifications for compliance and construction activities.
- ▶ **Construction Inspection.** Allen has worked as an inspector for the City of Goodyear, AZ performing inspections on commercial and industrial development projects in that city. Types of work he inspected include grading and drainage, wet and dry utilities, and roadway paving as well as miscellaneous concrete items.
- ▶ **Construction Management.** Allen has over 20-years experience, mostly in the State of Washington, as an independent value engineering consultant – project and construction manager on a wide variety of projects. Several of the projects involved site development of large manufacturing facility expansions for the Boeing Company – totaling \$1.3 billion in civil site development work at Everett, WA. For a portion of this time Allen was the Senior Resident Site Engineer, supervising a field staff of engineers and inspectors on work that included underground

utilities, site grading, street construction, and much more. Allen's experience during this period also includes hazardous waste removal/abatement projects on which he was engineer and EPA liaison for the Department of Corrections. He also worked for about five years as the senior engineer for a major design-build contractor, with responsibility for development of civil commercial projects throughout the western U.S.

- ▶ **Regional Storm Water Recharge Basin for the Boeing Company, Everett, WA.** Allen was the responsible design engineer and construction administrator for this 105-acre storm water retention/recharge facility. The scope of the project included working closely with the Washington State Departments of Fisheries and Ecology, Skagit County and the City of Everett, Washington to reclaim a former wetlands area that was an important habitat on a bird migratory route.
- ▶ **Effluent Storage and Infiltration Basin for the Ore-Ida Company, Othello, WA.** Allen was the design engineer and provided construction oversight for this project. The basin exceeded one square mile in size and up to 22 feet deep. The effluent water was a by-product of the manufacturing process. The basin was designed to be both a recharge facility to the aquifer and a source of on-call irrigation water, thus Allen designed appropriate piping and pumps to facilitate both needs.
- ▶ **Riparian Enhancement of Juanita Creek for the City of Kirkland, WA.** This project, at the north end of Lake Washington in the Seattle area, was designed by Allen to protect stream banks from erosion and resulting loss of the riparian environment. His solution was to design flexible retaining embankments consisting of geosynthetic materials combined with aggregates and native plants to establish an organic retaining wall capable of high volume/high velocity discharges from storm generated flows.
- ▶ **Los Angeles River Recharge Basins in Burbank, CA.** This project was designed to reduce the peak flow in the river channel and to recharge the overflow back to the aquifer. Allen designed an innovative inflatable storm water baffle that activated as a weir to direct excess flow into adjacent recharge basins during heavy storm water runoff. His responsibilities included the design of multiple basins and the interconnecting piping necessary to prevent flooding.
- ▶ **Civil Engineering.** Allen spent 8 years working as a civil design engineer for the City of Los Angeles in the (Major Cash Contract Projects) Street, Bridge and Highway Division. His duties included preparing plans and specifications for a variety of municipal projects as part of a large design team. He was also an independent civil engineer in the state of Washington for several years.
- ▶ **Storm Retention for Apartment Project in Coolidge, AZ.** Allen designed a storm nuisance flow retention system for a 15-acre site in Coolidge. The project was designed to retain all of the water on-site while allowing for optimum use of the surface area for buildings and parking.

ORIDIAN

CONSTRUCTION SERVICES

Qualifications

Johnny has over 25 years experience as a construction inspector. His background includes 15 years as a senior inspector with the Denver Water Board in Denver, Colorado. He has extensive experience with water transmission systems. The following is a summary of his background:

Johnny Mallow
Senior Construction Inspector

Project Role
Senior Construction Inspector/
Inspection Team Leader

Education
Red Rocks Community College
Lakewood, CO

Certifications
Cross Connection and Backflow
Prevention

Representative Project Experience:

- **Zone 4 Water Transmission Main, City of Glendale.** Johnny was the senior inspector on this project that included two and a half miles of 30", 24" and 20" DIP, and an additional 1.5 miles of 12" DIP distribution line in the downtown area of Glendale. This is one portion of Glendale's program to improve their infrastructure that includes a new water treatment facility and many miles of new transmission mains and distribution lines. Johnny managed one other inspector as well as the materials testing technicians. Johnny's responsibilities included inspection of the water line installation, system appurtenances and backfill; coordination of materials testing; line pressure testing, chlorination and coordination of bacteriological sampling and testing; pavement replacement; project coordination, documentation, and quantities.
- **Sanitary Sewer Relief and Replacement Program, City of Phoenix.** Johnny was Oridian's lead inspector on several of these projects for the Water Services Department. This program was developed to relieve under capacity lines, up-size sur-charged lines, and to replace and rehab manholes. Johnny provided full time inspection of the work, scheduled and monitored all pipe and soils testing, maintained documents and handled communication. All the locations involved are in older sections of town and required close contact with residents and businesses. All required extensive traffic control; most required waste water by-pass pumping, and unidentified utilities were always a challenge.
- **Safeway Well Raw Water Line, City of Goodyear.** As part of the development of the Safeway Well a line was necessary to convey well water to the treatment facility. Goodyear contracted Oridian to provide inspection of the construction of that line, a 12" DIP line placed in Van Buren Street. Johnny provided full time inspection and witnessed all pipe testing. Oridian also contracted the QC testing which Johnny scheduled and monitored.
- **Estrella Mountain Community College, Maricopa County Community College District.** This project included the widening of Dysart Road at the school property, improvements to the parking lot entrances, installation of traffic signals, relocation of APS primary power from overhead to underground and a jack and bore under the Roosevelt Irrigation District Canal for APS conduits. Johnny provided inspection of all aspects of this project, including joint responsibility with the City of Avondale inspector in the Avondale Right of Way.
- **Rancho Santa Fe Booster Pump Station, City of Avondale.** Johnny provided inspection for Oridian on this project that included installation of an Onsite Sodium Hypochlorite Generation System, a Reservoir Management System, steel reservoir modifications, and interior re-coating of a 1.75 mg steel reservoir.
- **Miller Road Improvement District for the Town of Buckeye, AZ.** Johnny was the senior inspector, as a consultant, for this improvement district project. His responsibilities included coordinating with Town staff as well as Maricopa County DOT and developer personnel.
- **Contract Inspection for the City of Phoenix.** Johnny worked directly with the Downtown Phoenix Partnership as a senior inspector on several projects. His responsibilities included performing ADA inspections, reviewing traffic control plans, and coordinating with City staff and private developers, as well as routine construction inspections. Projects included a chilled water line from Bank One Ballpark to the Dodge Theater, and installations of dry utilities by APS, Southwest Gas, AT&T, El Paso Natural Gas, Global Network and others.

- **Hutchinson County Airport Improvements for the City of Borger, Texas.** Johnny was the quality control supervisor, as a consultant to the airport, for reconstruction and expansion of taxiways and aprons, as well as new signage and runway lighting on this project. His responsibilities included coordinating the construction operations with the Airport Manager.
- **Various Projects as a Consultant in the State of Colorado.** Johnny was a construction inspector on numerous projects, including the following: 104th Street Booster Pump Station for the City of Westminster; Stonegate Village Metropolitan Improvement District (water wells, transmission lines, storm drainage and erosion control improvements); Sanitary Sewer Construction for the Village of Parker; Town of Alma Water Treatment Plant Construction; City of Dacono 1999 Street Improvement Project; Sanitary Sewer Force Main for the Town of Bromely Park.
- **Senior Construction Inspector for the Denver Water Board.** From 1982 until 1997 Johnny was a senior construction inspector for the Water Board. On some projects he performed as the Assistant Project Supervisor. Example projects include: Willow Brook 1 million gallon Water Storage Facility; Booster Pump Station at High View; Arapahoe Aquifer Recharge Wells; Water Lines and Fire Protection at Coors Field; Deer Creek Canyon Water Distribution System; I-25 and 58th Street Interchange Improvements (water system relocation); Lowry Air Force Base Redevelopment Project.

ORIDIAN

CONSTRUCTION SERVICES

Experience

Richard (RJ) has over 26 years of experience in the construction industry beginning as an electrical inspector. Most of his experience has been working for public agencies on public projects. His background includes both civil and building projects, and he is especially well qualified in structural steel and welding inspections, and in water treatment plants and facilities. RJ has also worked in a public relations capacity ensuring property owners were satisfied with the construction project as it related to them and settling any complaints, disputes or disagreements.

Project Experience

- ▶ **Van Buren Street: Litchfield Road to Estrella Parkway for the City of Goodyear.** RJ was the lead inspector for the bridge construction over Bullard Wash, and also performed inspections on the roadway widening portion of this two mile project. This was a CM at Risk project.
- ▶ **Sky Harbor - East Economy Parking Structure, Phase 2 Contract Administrative Services as a subconsultant for the City of Phoenix.** As Construction Inspector, RJ is provided ORIDIAN with inspection services for the construction of the East Economy Parking Structure, Phase 2 at Sky Harbor International Airport. This is a \$38 million CM@Risk project. RJ's duties included observation of construction activities, daily progress reports, quality assurance testing and coordination of special inspections.
- ▶ **Pecos and Germann Roads Bridges and Improvements for the Town of Gilbert.** RJ provided inspection services for ORIDIAN on all aspects of this \$12 million project. The project included construction of two bridges over the East Maricopa Floodway, installations of large diameter sewer lines, construction of drainage facilities, and widening of two major arterial streets in Gilbert. The presence of a high pressure liquid petroleum line in Pecos Road greatly complicated the construction process.
- ▶ **Special Inspection of Commercial Buildings in Scottsdale, AZ.** RJ, as a consultant, provided special inspections as needed for commercial building projects in the Scottsdale area during the period of 2000 to 2002.
- ▶ **Public Works Inspections in the Oregon and Washington Areas.** RJ worked as both a consultant and as a public agency employee from 1983 to 1999 providing inspections a variety of public works projects in the Oregon and Washington area. This work included water treatment facilities, highways, pipelines, steel and masonry buildings, and other project types. His responsibilities included compliance, documentation, as-built review, quantity tracking, and coordination. He has been responsible for supervising as many as ten other inspectors.
- ▶ **Electrical Substation Inspection for the Bonneville Power Administration.** RJ was assigned to various projects in a five state region from 1978 to 1983 to provide inspection services related to electric power substations and power transmission. The work included power lines, highways, bridges and substation construction.
- ▶ **Curran McLeod Consulting Engineers.** RJ served as Public Works Inspector responsible for providing public works inspection on streets and water treatment facilities originally. He later went on to provide the same services on wastewater plants and roads in various cities in the northwest.
- ▶ **Agra Environmental Engineers.** RJ provided structural steel and welding inspection on projects throughout Oregon. He successfully completed all projects contracted for in a one-year term. He was also in a contracted position to provide public works inspection on a water treatment plant with the City of Canby and the City of Ilona water treatment facility.
- ▶ **City of Canby, OR.** RJ completed a one-year extended contract to provide inspection for the City and project management through City council approval while working with Agra Environmental Engineers and Curran McLeod Consulting Engineers.

Richard J. Griesenauer
Construction Inspector

Education

Civil Engineering courses at Portland State University, 1972 – 1974

CCI Institute, diploma in Civil Engineering

Certifications/Licenses

Oregon Building Inspector License #190

Portland Journeyman Inspector #562

AWS Welding Inspector National Licenses #90010510 & #18801

- ▶ **City of Portland, Oregon Bureau of Environmental Services (BES) through CMI.** RJ served as Public Works Inspector for the City on wastewater plant construction and streets assigned by the City of Portland with the Bureau of Buildings to provide special inspections required by the Bureau of Buildings on other BES projects. The three-year plant project was completed successfully. RJ worked on highway, pipeline, and numerous projects simultaneously for four years.
- ▶ **Whitley Jacobsen Engineers.** RJ served as Public Works Inspector for the City of Battleground, Washington wastewater treatment plant. This was a one year position for the term of project completion of renovation of pump station and wastewater transmission lines and treatment plants.
- ▶ **Northwest Testing Laboratories.** RJ served as Special Inspector to the City of Portland for the inspection of structural steel buildings, concrete, masonry buildings, welding, soils, asphalt, reinforcing, and laboratory analysis. He provided four and a half years of laboratory and inspection services.
- ▶ **Professional Services, Inc.** RJ served as Project Representative and Special Inspector for the City of Portland Bureau of Buildings for two years.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Scope of Work and Fee Proposal]

See following pages.

CITY OF AVONDALE

**WELL No. 24 and Raw Water Transmission Main
CIP Project No. WA1160**

CONSTRUCTION DOCUMENT REVISION AND CONSTRUCTION PHASE SERVICES

SCOPE OF WORK

October 29, 2008

A. INTRODUCTION AND PROJECT DESCRIPTION

Dibble and Associates (Dibble) will provide design engineering services and post design services, including construction management and administration, for the revision of completed construction plans and technical specifications for Well No. 24 and an associated 16-inch raw water transmission main for the City of Avondale (City).

This project includes revisions to two previously completed sets of construction plans and technical specifications, entitled as follows:

- City of Avondale, Water Resources Department, Well No. 24, Well Site Improvements, Project No. WA1160 – Part 1 prepared by Dibble Engineering
- City of Avondale, Water Resources Department, Well No. 24, 16-inch Raw Water Transmission Pipeline, Project No. WA1160 prepared by Dibble Engineering

This project will include revision to the above noted construction plans and technical specifications as follows:

1. Chlorination System: A new chlorination system will be designed for construction at the well site. The chlorination system will be designed based upon the configuration and requirements for a MicroClor onsite sodium hypochlorite generation system. Technical specifications will allow for the submittal of an "approved equal." The chlorination system will be installed on a concrete equipment pad and located inside a prefabricated fiberglass enclosure. It is assumed that the enclosure will not be subject to City Building Department code compliance requirements for classification as a building. The enclosure will be provided with a combination heat/air conditioning system.
2. Pipeline Design Revisions at Gateway Reservoir and Booster Station Facility: Dibble will evaluate and redesign, if appropriate, the pipeline connection from the north side of the Roosevelt Irrigation District Canal to the reservoir connection. Dibble will also design a pipeline connection from Well No. 24 Raw Water Pipeline to the influent side of the Granular Activated Carbon (GAC) system on the Gateway site. This connection will facilitate flushing of the GAC vessels with raw water from Well 24. A pipeline connection will also be designed from the discharge of the Basin Water ion exchange system to the onsite sewer lift station.
3. Nitrogen Monitoring: Provision will be made for future nitrogen monitoring with an online nitrogen probe and meter at the well site. Provisions will include a tap and sample line running from the raw water transmission line to a future meter location and provision of a drain.
4. Electrical Modifications: DARcor & Associates, working as a subconsultant to Dibble, will provide modifications and updates to the electrical and control systems for the well, including inclusion of new SCADA and programmable logic controller system components as required in the new design guidelines published by the City. The site communication will be via the new microwave communication system requirements published by the City. Updates to the security system will be made as requested by the City.

Specific work tasks in support of these design modifications and construction phase services are as noted below.

B. SCOPE OF SERVICES

Design Phase Services

Task 1: Construction Document Update

Updates to the construction plans will be made as described in this Scope of Work.

The following plan sheets are anticipated to be modified for the well site plans:

Sheet Number	Sheet Type	Number of Sheets
X	Cover Sheet	1
G100	Index, Notes and Legend	1
C100	Site Plan	1
C101	Grading Plan	1
M100	Piping Layout	1
M101	Chlorination Building	1
M901	Mechanical Detail Sheet	1
E1	Electrical Cover Sheet	1
E2	Electrical Site Plan	1
E3	Single Line Diagram	1
E4	Control Schematics	1
E5	Electrical Details	1
I1&2	P&ID	2
	<i>Total Plan Sheets</i>	<i>14</i>

The following plan sheets are anticipated to be updated for the water transmission main.

Sheet Number	Sheet Type	Number of Sheets
X	Cover Sheet	1
G1	Drawing Index, Notes & Legend	1
G2	Key Map	1
PP7	Plan and Profile, STA36+00 to STA40+00	1
PPX	Onsite Piping Modifications (New Plan Sheets)	2
	Total Plan Sheets	6

Task 1.1: Pre-Final Design (90%): Pre-final design documents will be prepared showing all anticipated modifications to construction plans and technical specifications. An Engineer’s Opinion of Probable Construction Cost will be submitted with this progress submittal. A review meeting will be held to discuss any City comments to the Final Design submittal.

Task 1.2: Final Design (95%): Final design will include final construction drawings and technical specifications. These documents will incorporate design elements developed in the Pre-Final Design submittal along with any City comments. An Engineer’s Opinion of Probable Construction Cost will be submitted with this submittal. These documents will be professionally sealed (marked “AGENCY REVIEW - NOT FOR CONSTRUCTION”) and will be utilized for required permit approval submittals.

Task 1.3: Bid Documents (100%): Bid documents will be prepared that incorporate any permit approval revisions. Reproducible drawings (4 mil mylar) and specifications (Adobe PDF) will be provided for bidding. The City will be responsible for advertising and public bidding.

Task 2: Utility Coordination: Construction plans have been previously submitted to utility companies for “No Conflict” review. Following the Pre-Final submittal, updated construction plan will be submitted to all utility companies reporting facilities in the project are for updated “No Conflict” review. The City’s Project Manager will be provided with receipts showing all utilities have been provided plans for review. Plans will not be issued for construction until all utilities have provided utility clearances.

Task 3: Permit Update: Dibble will prepare permit submittal packages to update existing permit approvals for the following agencies:

- Maricopa County Environmental Services Department (Approval to Construct and New Source Approval, expedited review fee included in this scope of work)
- City of Avondale Building Safety Division (All permit review fees assumed to be waived)
- Roosevelt Irrigation District (Update of permit approval, review fees excluded from this scope of work)

Task 4: Bidding Phase Assistance: Dibble will provide assistance to the City during the Bidding Phase as follows:

- Attend pre-bid conference.
- Answer technical questions that may arise during the bidding period.
- Assist in the preparation of addenda to the Contract Documents during the bidding period, including revisions to the drawings and specifications, as required. Reproduction and distribution of addenda will be the responsibility of the City.

Task 5: Project Management/Coordination and Meetings: Dibble will provide comprehensive project management and control, including the following tasks:

- Project Direction: Direct the activities of the Dibble project team and resolve technical, staffing, schedule, and cost issues.
- Progress Reports, submitted to the City monthly in a format acceptable to City. Progress reports shall be submitted with Dibble's monthly invoice.
- Project Schedule: Prepare and submit a schedule of activities (MS Project) showing task durations and interrelationships, deliverables, and major milestones. The schedule shall be updated monthly and submitted with Dibble's monthly progress report as necessary
- Project Control: Develop and implement a project control system to document, monitor, evaluate, and resolve issues related to project schedule and budget. The control system will track, as a minimum, schedule and budget related to project deliverables and milestones.
- Quality Control Plan
 1. Prepare a Quality Control Plan that identifies the roles & responsibilities of key personnel involved in the QC process, describes QC Procedures & Milestones including Checking Procedures and the technical review process, and describes procedures for monitoring & documenting QC activities.
 2. Submit documentation with each design review submittal verifying that the QC policies and procedures identified in the QC Plan were implemented for the submittal.
- Project Meetings: Dibble will attend three (3) meetings during the project design phase. Meetings will include one review meeting following each design submittal and one additional project coordination meeting. Dibble will prepare meeting minutes documenting design directives and distribute to the project team.

Deliverables

Pre-Final Design Submittal (90%)

Construction Drawings

Full size (24 x 36) on Bond (4 copies)

Technical Specifications (4 copies)

Engineer's Opinion of Probable Construction Cost (4 copies)

Final Design Submittal (95%)

Final construction drawings

Full size (24 x 36) on Bond (4 copies)

Final Technical Specifications (4 copies)

Engineer's Opinion of Probable Construction Cost (4 copies)

- Bid Document Submittal (100%)
 - Bid Construction Drawings
 - Full size (24 x 36) on 4 mil mylar (1 copy)
 - Electronic (AutoCAD 2006) on CD (1 copy)
 - Bid Technical Specifications
 - Bond (1 copy)
 - Electronic (MS Word 2003 and Adobe PDF) (1 copy)
 - Engineer's Opinion of Probable Construction Cost (1 copy)

Schedule

Dibble will complete the tasks noted herein according to the following preliminary schedule. An updated project schedule reflecting milestone dates will be provided upon receipt of Notice to Proceed (NTP):

Pre-Final Design (90%) Submittal:	NTP + 3 weeks
City Review:	2 weeks
Final Design Submittal:	NTP + 6 weeks
City Review:	2 weeks
Bid Document Submittal:	NTP + 9 weeks

CONSTRUCTION PHASE SERVICES

Dibble and Oridian Construction Services, LLC (Oridian), a Dibble Company, will perform construction phase services necessary to ensure construction compliance with the contract documents. Oridian's construction phase services are detailed on the attached Exhibit 1. Dibble's construction phase services are as follows:

Task 6: Construction Meetings: Dibble will attend the preconstruction conference and construction meetings as requested by the City. For this proposal, it is assumed that Dibble will attend a total of eight (8) meetings during construction. The City (or contractor) will be responsible for inviting appropriate parties and documentation of meeting activities in meeting minutes.

Task 7: Submittal Review: Dibble will review shop drawing and material supplier submittals for general conformance with the contract documents. It is assumed that a maximum of twenty (20) submittals will be reviewed and each submittal will be reviewed no more than two (2) times. Submittals will be reviewed within ten (10) working days, unless expedited review is requested in advance by the Contractor.

Task 8: Requests for Information: Dibble will provide responses to contractor Requests for Information (RFI). RFI responses will be provided within five (5) working days unless alternate schedule is requested in advance by the Contractor.

Task 9: Work Change Directives: Dibble will provide written clarifications to the contract documents as required for execution and completion of the work by the contractor.

Task 10: Site Visits: Site Visits will be performed by qualified design staff familiar with the project and accepted construction techniques. Site visits will be performed at the request of the City, observations will be documented in written reports to the City. It is assumed that eight (8) site visits will be performed during the course of construction activities.

Task 11: Record Drawings: Dibble will prepare record drawings based on certified redlines provided by the Contractor. No survey or field verification of redlines is included in this Scope of Work. One copy of the record drawings (4 mil mylar) and a CD with electronic files of record drawings will be provided.

Task 12: Permit Closeout: Dibble will prepare and submit the MCESD Application for Approval of Construction. This application will be submitted with test result documentation provided by the City.

Task 13: Project Closeout: Dibble will participate in one final walkthrough with the City, identifying punch list items for correction by the Contractor.

Direct Costs

Electrical Engineering

DARcor and Associates, working as a subconsultant to Dibble, will perform electrical engineering design and construction phase services as identified in the attached Scope of Work (Exhibit 2).

Permit Fees

Dibble will submit for permits as identified in this scope of work. MCESD Approval to Construct and New Source Approval fees (expedited review) will be paid by Dibble. Review fees for RID re-approval will be paid by the City or included in the bid schedule for payment by the Contractor. It is assumed that City of Avondale Building Safety Division permit fees are waived.

Reproduction / Plotting

Reimbursements shall be made by the City for direct costs incurred for printing, document reproduction, plotting, mylars, and any additional work directed by the City not specifically included in this Scope of Work.

Owner's Allowance

This allowance will be used for design or construction phase tasks not included in the base scope of work. The allowance will be used solely at the City's discretion, and approval for use shall be granted by the City, in writing, prior to completing the work.

ASSUMPTIONS AND EXCLUSIONS

The following are assumed and/or excluded from this proposal:

- Design of additional well, wellsite or booster pump station facilities beyond those specifically identified in this scope of work.
- Collection and/or analysis of groundwater samples for water quality or quantity
- Geotechnical Analysis or Investigation
- Environmental Clearances
- Well Permitting or ADWR coordination
- Water quality treatment design

City of Avondale
Well No. 24 and Raw Water Transmission Main

STAFF HOURS AND FEE ESTIMATE

Dibble Engineering Staff Hours By Task

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Admin Assistant	Total
	CONSTRUCTION DOCUMENT REVISION							
1	Construction Document Update							
1.1	Pre-Final (90%) Design Submittal	4	8	16	20	24	4	76
1.2	Final (95%) Design Submittal	2	6	12	16	16	4	56
1.3	Bid Document (100%) Submittal	2	4	8	8	8	4	34
2	Utility Coordination			4	8	2	8	22
3	Permit Update	2		8	8		4	22
4	Bidding Assistance	2		4	8	4		18
5	Project Management/Coordination & Meetings (3)	12		8	4		4	28
	SUBTOTAL	24	18	60	72	54	28	256
	CONSTRUCTION PHASE SERVICES							
6	Construction Meetings (8)	4		24	12		4	44
7	Submittal Review	4	2	16	40		4	66
8	Requests for Information	2	1	8	16	8	2	37
9	Work Change Directives	2	1	8	12	4	2	29
10	Site Visits (8)	2		16	12		4	34
11	Record Drawings	2	2	4	16	24	2	50
12	Permit Closeout	1		2	4		2	9
13	Project Closeout	1		2	4		4	11
	SUBTOTAL	18	6	80	116	36	24	280
Total		42	24	140	188	90	52	536

Dibble Engineering Labor Fee By Task

Personnel Rates (Incl. O.&P.)

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Admin Assistant	Total
	CONSTRUCTION DOCUMENT REVISION							
1	Construction Document Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.1	Pre-Final (90%) Design Submittal	\$ 540	\$ 1,000	\$ 1,920	\$ 1,900	\$ 1,920	\$ 180	\$ 7,460
1.2	Final (95%) Design Submittal	\$ 270	\$ 750	\$ 1,440	\$ 1,520	\$ 1,280	\$ 180	\$ 5,440
1.3	Bid Document (100%) Submittal	\$ 270	\$ 500	\$ 960	\$ 760	\$ 640	\$ 180	\$ 3,310
2	Utility Coordination	\$ -	\$ -	\$ 480	\$ 760	\$ 160	\$ 360	\$ 1,760
3	Permit Update	\$ 270	\$ -	\$ 960	\$ 760	\$ -	\$ 180	\$ 2,170
4	Bidding Assistance	\$ 270	\$ -	\$ 480	\$ 760	\$ 320	\$ -	\$ 1,830
5	Project Management/Coordination & Meetings (3)	\$ 1,620	\$ -	\$ 960	\$ 380	\$ -	\$ 180	\$ 3,140
	SUBTOTAL	\$ 3,240	\$ 2,250	\$ 7,200	\$ 6,840	\$ 4,320	\$ 1,260	\$ 25,110
	CONSTRUCTION PHASE SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Construction Meetings (8)	\$ 540	\$ -	\$ 2,880	\$ 1,140	\$ -	\$ 180	\$ 4,740
7	Submittal Review	\$ 540	\$ 250	\$ 1,920	\$ 3,800	\$ -	\$ 180	\$ 6,690
8	Requests for Information	\$ 270	\$ 125	\$ 960	\$ 1,520	\$ 640	\$ 90	\$ 3,605
9	Work Change Directives	\$ 270	\$ 125	\$ 960	\$ 1,140	\$ 320	\$ 90	\$ 2,905
10	Site Visits (8)	\$ 270	\$ -	\$ 1,920	\$ 1,140	\$ -	\$ 180	\$ 3,510
11	Record Drawings	\$ 270	\$ 250	\$ 480	\$ 1,520	\$ 1,920	\$ 90	\$ 4,530
12	Permit Closeout	\$ 135	\$ -	\$ 240	\$ 380	\$ -	\$ 90	\$ 845
13	Project Closeout	\$ 135	\$ -	\$ 240	\$ 380	\$ -	\$ 180	\$ 935
	SUBTOTAL	\$ 2,430	\$ 750	\$ 9,600	\$ 11,020	\$ 2,880	\$ 1,080	\$ 27,760
Total		\$ 5,670	\$ 3,000	\$ 16,800	\$ 17,860	\$ 7,200	\$ 2,340	\$ 52,870

Direct Costs and Fee Summary

DIRECT COSTS				
Item	Unit	Cost/Unit	Qty	Total
Construction Management Services (ORIDIAN)	Lump Sum	\$ 39,970	1	\$ 39,970
Electrical Engineering Design (DARcor)	Lump Sum	\$ 6,250	1	\$ 6,250
Electrical Engineering Construction (DARcor)	Lump Sum	\$ 18,320	1	\$ 18,320
MCESD Permit Fees (Expedited)	Lump Sum	\$ 3,700	1	\$ 4,900
Reproduction/Plotting/Mylars	Set	\$ 100	10	\$ 1,000
Owner's Allowance	Lump Sum	\$ 10,000	1	\$ 10,000
TOTAL, Direct Costs				\$ 80,440

FEE SUMMARY	
Design Phase Labor	\$25,110
Construction Phase Labor	\$27,760
Direct Costs	\$80,440
FEE TOTAL	\$133,310

ORIDIAN CONSTRUCTION SERVICES, LLC

**Scope of Work
Construction Management and Inspection Services**

**City of Avondale
Well No. 24 – Phase 1 (Wellsite)**

Definitions

Owner: City of Avondale, Arizona, hereinafter called the City.
Construction Manager: Oridian Construction Services, LLC
Design Engineer: Dibble Engineering, hereinafter called Engineer

Section I – Pre-Construction Activities

ORIDIAN shall perform the following services:

- Conduct pre-construction conference with the contractors and representatives of the City, utility companies, testing laboratories and others who will be affected by the construction.
- Prepare and distribute minutes of the pre-construction conference.
- Review pre-construction contractor submittals, i.e. list of subcontractors & suppliers, emergency contact list, safety plan, schedule of values, permits.
- Review contractor's master schedule for completion of the work. Make recommendations for modifications, if needed to comply with contract requirements.

Section II – Construction Administration Activities

ORIDIAN shall provide the following services:

- Receive and distribute submittals and RFIs to Engineer. Coordinate approval of concrete mixes and other civil-related materials with the City of Avondale. Maintain a document file tracking system of all contractor submittals and RFIs. Control sheets will monitor the review process and status of submittals and RFIs.
- Maintain files and documentation of all information related to the project including correspondence, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos.
- Conduct weekly progress meetings (maximum of 12 anticipated) at the job site to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings for distribution to the attendees and other affected parties.
- Evaluate contractor requests for extra cost work, coordinate review by Engineer, and make recommendations to the City as appropriate. Oridian will assist the Engineer and City in preparation of change orders and time extensions based on approved extra work requests, time & materials reports, and other documents received from the contractor.

ORIDIAN CONSTRUCTION SERVICES, LLC

- Monitor job progress and quantities of work completed. Review contractor's monthly payment applications with the contractor and the City's field representative for approval prior to forwarding to the City for payment.
- Monitor overall progress of the project and review contractor's monthly progress schedule updates. Make recommendations to the contractor and City for schedule recovery if work is not progressing according to the latest approved schedule.
- Review contractor's red-line "as-built" drawings on a monthly basis. Current, up-to-date red-line drawings will be a condition of an approved progress payment each month.

Section III – Construction Inspection Activities

It is understood that the primary (daily) inspection effort for the underground / buried piping will be provided by representatives of the City's Engineering Department.

Coordination with utility companies and other outside agencies for power, water, permits, and other project related needs shall be the responsibility of others (Engineer, the contractor and / or the City).

ORIDIAN shall provide the following services:

- Communicate and coordinate with the City's field representatives throughout the course of the project for inspections required, status of the work, and contractor field issues.
- Provide observations and inspections for the City on major equipment installation such as pump motor and de-sander.
- Provide observations and inspections for the City on the equipment pads, well head construction, above ground piping, sand collection manhole, eye wash station, chlorination building, well site paving, and miscellaneous appurtenances.
- Coordinate and schedule special inspections provided by Dibble Engineering and electrical & controls inspection provided by DARcor & Associates.
- Review materials test reports provided by the contractor's Quality Control representative. Notify the contractor and the City of deficiencies in the work as indicated by the test reports.
- Provide monitoring / witness of equipment operations during start-up and testing period.

Section IV – Project Close-Out Activities

ORIDIAN shall provide the following services:

- Provide a Notice of Substantial Completion of the work based upon Oridian, Dibble, and DARcor inspection reports and the City's review and inspections.
- Conduct a pre-final inspection with the City, Engineer, and the contractor and prepare a punch list for the contractor's use prior to the final project walk-through.

ORIDIAN CONSTRUCTION SERVICES, LLC

- Schedule and conduct a final walk-through with the City, Engineer, and the contractor at the completion of construction. Prepare a letter of Final Completion and Acceptance when appropriate.
- Coordinate the review and approval of contractor's O&M manuals, submittals and warranties through Engineer prior to forwarding to the City.
- Review as-built red lines submitted by the contractor and forward to Engineer for preparation of record drawings.
- Review and approve contractor's final application for payment.

Section V – Additional Services

Oridian's fee proposal on this project may include an allowance for additional services that may be provided to the City, if needed or requested. The allowance will provide for the following work:

- None anticipated at this time.

DATE: 10/28/08
 FIRM: Oridian Construction Services
 PROJECT: City of Avondale
 Well No. 24 - Phase 1 (Wellsite Improvements)

CONTRACT NO.:
 PROJECT NO.:

New Contract X

COST PROPOSAL SUMMARY - Const. Management Services

ESTIMATED DIRECT LABOR			
Classification	Estimated Manhours	Rate	Labor Costs
Project Principal	8	\$125.00	1,000
Construction Manager	227	\$110.00	24,970
Engineer / Reviewer	0	\$95.00	0
Inspection Supervisor	16	\$95.00	1,520
Senior Inspector	156	\$80.00	12,480
CADD Technician	0	\$75.00	0
Total	407		
Total Estimated Labor			\$ 39,970.00

ALLOWANCE FOR ADDITIONAL SERVICES
 This work to be performed only as needed and as authorized by the City

None anticipated

Sub-Total Allowance for Additional Services \$ 0.00

SUBCONSULTANT SERVICES - Per Attached Proposals (Includes 5% Markup)

None anticipated

Sub-Total Subconsultant Costs \$ 0.00

TOTAL ESTIMATED COST TO OWNER

Estimated Labor	\$ 39,970.00
Allowance Costs	\$ 0.00
Subconsultant Costs	\$ 0.00
TOTAL ESTIMATED FEE	\$ 39,970.00

FIRM: Oridian Construction Services
 PROJECT: City of Avondale
 Well No. 24 - Phase 1 (Wellsite Improvements)
 Construction Management Services
 DATE: 10/28/08

CONTRACT NO.:
 PROJECT NO.:
 New Contract X
 Change Order No.

ESTIMATED MANHOURS							
PHASE	PROJECT PRINCIPAL	CONSTR. MANAGER	ENGINEER/REVIEWER	INSPECTION SUPERVISOR	SENIOR INSPECTOR	CADD TECH	TOTAL HOURS
1.0 Pre-Construction Services	2						2
1.1 Conduct pre-construction conference			3		3		6
1.2 Prepare / distribute pre-con meeting minutes			3				3
1.3 Review pre-construction submittals, schedule			4				4
							0
2.0 Contractor Submittals / RFIs							0
2.1 Process contractor submittals & RFIs			28				28
2.2 Review submittals			14				14
2.3 Review RFIs			12				12
2.4 Coordination w/ design Engineer & City			20				20
							0
3.0 Inspection Activities	2						2
3.1 Conduct site visits / observation					2	78	80
3.2 Review materials test reports						12	12
3.3 Coordinate Special Inspections					2	24	26
3.4 Start-up and Commissioning					4	16	20
							0
4.0 Contract Administration	2						2
4.1 Conduct progress meetings			36				36
4.2 Prepare / distribute meeting minutes			36				36
4.3 Maintain project documentation			28				28
4.4 Review progress schedules / updates			8				8
4.5 Review monthly pay applications			10			6	16
4.6 Evaluate change order requests			8		2	8	18
							0
5.0 Project Close-Out Services	2						2
5.1 Conduct pre-final inspection & punch list			4		3	4	11
5.2 Review O&M documents & warranties			4				4
5.3 Project record drawings (as-builts)			4			4	8
5.4 Conduct final inspection			3			3	6
5.5 Review final payment application			2			1	3
							0
TOTALS	8	227	0	16	156	0	407

407

@ @ @ @ @ @
 \$125.00 \$110.00 \$95.00 \$95.00 \$80.00 \$75.00

Assumptions:

- 1) Construction duration is approximately 12 weeks (84 days) + close-out period.
- 2) Inspection provided at an average of 12 hours / week to substantial completion.
- 3) Materials testing provided by Contractor or others.
- 4) Hours above do not include Dibble Engineering time for construction services or record drawing preparation.

EXHIBIT 2

October 16, 2008



Dibble Engineering
7500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020-4660

Attn: Mr. Jason Fort, P.E.

RE: Avondale Well 24
Engineering Services During Construction

Dear Jason:

The following is our fee to revisit the existing design and provide bidding and construction services for the above referenced project.

1.0 Engineering Design

The design for this project was completed and approved in 2007, then was shelved by the City. The City is now ready to put this project out to bid. Therefore, this portion of our proposal is to review the plans and bring them up to the current Avondale standards.

You have also indicated that the sodium hypochlorite generator and building will no longer be an existing system being relocated. Instead, a new chlorine generation system and building will be designed for purchasing and installation by the contractor.

Tasks to be completed

- 1.1. Discussions and coordination with you for the new chlorine generation system. We will review the specifications you prepare for the pre-fab chlorine building and chlorination system. We will also revise our plans and specs accordingly to accommodate this new system. This includes adding a sheet for a control line diagram showing all the wire and conduit required for the chlorination system components.
- 1.2. Revise our plans and specifications to include new SCADA and PLC system components as required in the new design guidelines recently published by the City. The City has indicated that they will now install the communication system components including the tower on a contractor installed concrete foundation.
- 1.3. Coordination with the City for new microwave communication requirements. This site will no longer be communicating to Fire Station 172 as previously designed.
- 1.4. It is likely that the City will want revisions made to the security and video surveillance as designed. We will review this with the City and make any modifications to the construction documents as necessary.

Lump sum fee for engineering design portion as described above = \$5,000.00

Engineering Design Notes:

1. You will be required to provide us with new site plan in AutoCAD format.
2. You will be required to provide us with specifications for the chlorine generation system and pre-fab building. We will review and edit the electrical portion.

3. One additional sheet will be required. Our re-design will be complete within 3-4 weeks after we have received the information necessary for us to do our design.

2.0 Services During Bidding

The following is our manhour and fee breakdown to provide electrical engineering services during bidding.

<u>TASK DESCRIPTION</u>	<u>MANHOURS</u>
2.1 Attend Pre-bid conference	4
2.2 Answer bidder's questions	4
2.3 Preparation of an addendum	<u>3</u>
TOTAL MANHOURS = 11	

Lump sum fee for bidding services portion as described above = \$1,250.00

3.0 Services during Construction

The following is our manhour and fee breakdown to provide electrical engineering services during bidding based on our experience with similar projects in the past.

<u>TASK DESCRIPTION</u>	<u>MANHOURS</u>
3.0 Coordination	8
3.1 Meetings (two assumed)	8
3.2 Submittal/shop drawing reviews	38
3.3 Respond to Contractor RFI's (two assumed)	6
3.4 Prepare field orders (two assumed)	4
3.5 Review change orders (one assumed)	3
3.6 Intermediate site observations (three assumed)	12
3.7 Site observation reports (three)	6
3.8 Factory acceptance test preparation	6
3.9 Factory acceptance test at panel shop	8
3.10 Witness ground test	3
3.11 Witness generator load bank test	8
3.12 Substantial completion walk-thru	8
3.13 Prepare punchlist and list of close-out req'ts	4
3.14 Verify/test signals to SCADA computer at Cold Water Springs	8
3.15 Final inspection/start-up and report	8
3.16 Review O&M Manuals	10
3.17 Prepare of record drawings	12
3.18 Miscellaneous tasks	<u>2</u>
TOTAL MANHOURS = 162	

Estimated manhour cost based on hours described above = \$17,820.00
Estimated reimbursable costs (deliveries, mileage, meals, etc.) = 500.00
Total lump sum fee for construction services as described above = \$18,320.00

Services During Construction Notes:

1. Preparation of record drawings, requires us to visit the site at key intervals during construction and perform all work indicated above. If we cannot prepare record drawings, we will notify you and identify the item(s), which prohibit us from doing so.
2. Proposal includes substantial completion and final walk-thru/startup of the RMS system and other work being done at the Gateway Booster Pump Station. ***Our proposal assumes that these two walk-thru's will be done at the same time as the walk-thru's at Well 24.***
3. Proposal includes inspection and testing of the communication system, security system and SCADA at Cold Water Springs.
4. Proposal includes two meetings (pre-construction and one during construction). Additional meetings billed hourly as an extra.
5. Monthly progress billings are due within 30 days.
6. Proposal is valid for 60 days.

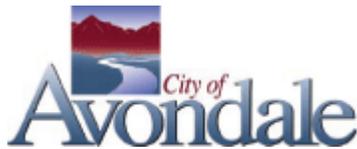
Total fee for design, bidding and construction = \$24,570.00

Please do not hesitate to call if you have any questions.

Sincerely,



Darwin Reynolds, P.E.
President



CITY COUNCIL REPORT

SUBJECT:
Resolution 2788-1208 - Amending Sanitation
Service Rates

MEETING DATE:
December 1, 2008

TO: Mayor and Council
FROM: Kevin Artz, Finance & Budget Director (623)333-2011
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council adopt a resolution adjusting the monthly sanitation service rates

BACKGROUND:

The City currently provides basic residential refuse collection services to approximately 19,300 homes. Each home receives once a week regular refuse pick up and once a week recyclables pick up. Customers may also opt for additional containers for an additional charge. Uncontained trash collection is also made available monthly to all single family residential customers. The current fee is \$19.00 per month for the basic services. The current fees became effective on January 2, 2008.

Staff has completed the annual update of the sanitation rate model. The findings concluded that the rate structure was not sufficient to cover the increased cost of labor, vehicle maintenance and services while still providing adequate cash flow and reserves in the sanitation enterprise fund. The rate model indicated the need for an increase of \$1.00 to cover increasing costs of providing services.

DISCUSSION:

Staff will make every effort to ensure costs are controlled and potential revenue options are explored to ensure residents receive quality service at the lowest possible cost. The following table shows the projected cash flow for the sanitation enterprise fund over the next five years:

	FY 08-09 Budget	FY 09-10 Estimate	FY 10-11 Estimate	FY 11-12 Estimate	FY 12-13 Estimate	FY 13-14 Estimate
Sources:						
Estimated Beginning Balance	\$ 1,358,405	\$ 1,554,968	\$ 1,565,097	\$ 1,290,638	\$ 906,603	\$ 419,200
Estimated Total Revenue	4,669,393	4,908,089	5,112,751	5,318,074	5,588,227	5,930,450
Total Sources	\$ 6,027,798	\$ 6,463,057	\$ 6,677,848	\$ 6,608,713	\$ 6,494,830	\$ 6,349,650
Uses:						
Curbside Collection	3,381,580	3,722,180	3,934,700	4,151,940	4,329,100	4,676,530
Monthly Cost	14.51	15.77	16.39	17.00	17.43	18.53
Uncontained Collection	777,580	853,690	950,120	1,055,910	1,072,500	1,144,630
Monthly Cost	3.34	3.62	3.96	4.32	4.32	4.54
Enforcement & Education	313,670	322,090	502,390	494,260	674,030	671,090
Monthly Cost	1.37	1.36	2.11	2.02	2.73	2.66
Total Expenses	\$ 4,472,830	\$ 4,897,960	\$ 5,387,210	\$ 5,702,110	\$ 6,075,630	\$ 6,492,250
Total Cost per Month	19.22	20.75	22.45	23.35	24.49	25.72

This recommended adjustment was also presented to the community during the Town Hall meeting held on October 8, 2008 at the Avondale City Hall. Residents were encouraged to bring in their monthly bill to see the impact of the proposed rates.

RECOMMENDATION:

Staff recommends that Council approve a resolution setting new fees for sanitation collection and providing for an effective date.

ATTACHMENTS:

Click to download

 [Resolution 2788-1208](#)

RESOLUTION NO. 2788-1208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING RESOLUTION 2700-1107, APPROVING A SANITATION RATE SCHEDULE AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Avondale Municipal Code, Chapter 11, Sanitation Code, provides that fees for collection of refuse and recyclables may be adopted by a resolution of the Council of the City of Avondale (the "City Council"); and

WHEREAS, the City Council passed and adopted Resolution No. 2700-1107 on November 5, 2007, adopting fees for collection of refuse and recyclables; and

WHEREAS, the City Council desires to repeal Resolution 2700-1107 and adopt a new sanitation rate schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That Resolution 2700-1107 is hereby repealed.

SECTION 2. That new fees for collection of refuse and recyclables shall be charged in accordance with the sanitation rate schedule attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 4. That this Resolution shall take effect at 12:01 a.m. on January 1, 2009.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, December 1, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A

City of Avondale, Arizona
Sanitation Rate Schedule
Effective January 2009

Residential Refuse & Recyclable Collection¹

Residential Single-Family and Duplex

Option 1

Collection of one (1) container of residential refuse once weekly, one (1) container of residential recyclables once weekly and collection of uncontained refuse once monthly\$20.00

Option 2

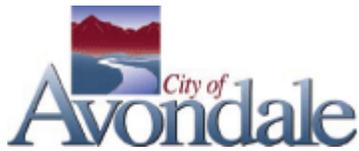
Collection of one (1) container of residential refuse twice weekly and collection of uncontained refuse once monthly\$40.00

Option 3

Collection of two (2) containers of residential refuse once weekly, one (1) container of residential recyclables once weekly and collection of uncontained refuse once monthly\$32.00

Notes:

¹Schedule as determined by the Director.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1337-1208 - Transfer of Property to El Paso Natural Gas Near Buckeye Road and Avondale Blvd.

MEETING DATE:

December 1, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to transfer property near the northeast corner of Buckeye Road and Avondale Boulevard from the City of Avondale to El Paso Natural Gas.

BACKGROUND:

When the City of Avondale constructed the new City complex, it was recognized that Avondale Boulevard needed to be reconstructed/widened before the complex was opened. One of the challenges to this was relocation of the many SRP irrigation facilities, many with USA Fee Easements. Between Buckeye Road and I-10, 3 miles of SRP lines needed to be constructed. This construction could only be done during dry-up, a one month timeframe starting in January of each year. Reconstruction of the SRP system required relocation and dipping of any utilities in the path of the new pipes. One of these utilities was a 16" high pressure El Paso Natural Gas line. Approximately 4-5 locations were identified where the gas line had to be relocated before the SRP facilities could be constructed. El Paso Natural Gas worked quickly with the City of Avondale to get their relocations accomplished in a timely fashion, at a great expense to them for each one. The entire SRP system had to be relocated at one time for the road to be constructed. Delay on any part would have prevented the successful road construction.

The City of Avondale didn't have the time or funds to widen the railroad crossing north of Buckeye Road with the new construction (the project stopped at the north side of the tracks). The street design took into account the future widening to the intersection. At that time the City of Avondale recognized that the El Paso Natural Gas metering station south of the tracks would have to be relocated in the future. El Paso Natural Gas has an easement for the substation, so the City would ultimately be responsible for its relocation if the road project went ahead. Staff negotiated with the property owner north of the tracks to obtain a site for the metering station of adequate size to serve El Paso Natural Gas's needs when the City of Avondale got the road right-of-way. El Paso Natural Gas constructed a line to the site with their relocations so that when they moved, the street would not have to be cut for the installation of these lines. It was always the intention of the City of Avondale to give the site to El Paso Natural Gas when they were ready to relocate.

DISCUSSION:

El Paso Natural Gas now wants to move forward with their relocation. As they are doing this prior to the road project, it will be entirely at their cost, which will save the City of Avondale considerable funds and time, as well as clear the property needed to widen the street in the future.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

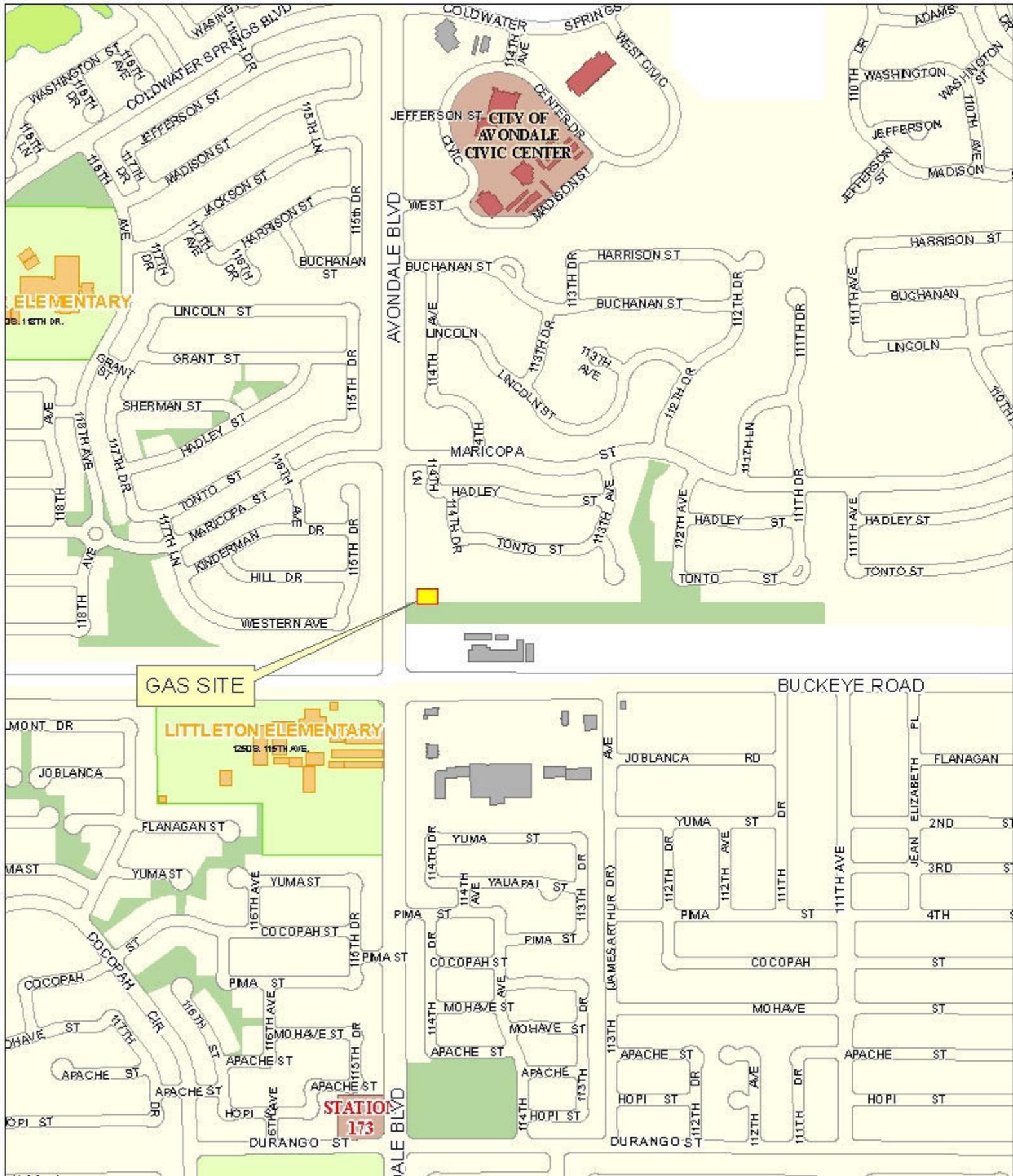
Staff recommends that the City Council adopt an ordinance to transfer the property near the northeast corner of Buckeye Road and Avondale Boulevard from the City of Avondale to El Paso Natural Gas.

ATTACHMENTS:

Click to download

- [📄 Vicinity Map](#)
- [📄 Quit Claim Deed - El Paso Natural Gas](#)
- [📄 Ordinance 1337-1208](#)

VICINITY MAP



EL PASO NATURAL GAS SITE



When Recorded Mail To:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 100
Avondale, Arizona 85323-6804

QUIT CLAIM DEED

THIS DEED IS EXEMPT FROM THE REQUIREMENT OF FILING AN AFFIDAVIT OF VALUE PURSUANT TO ARIZ. REV. STAT. § 11-1134(A)(3).

GRANTOR: City of Avondale, an Arizona municipal corporation (the “City”)

GRANTEE: El Paso Natural Gas Company, a Delaware corporation (the “Grantee”)

For valuable consideration, receipt of which is hereby acknowledged, City hereby remises, releases and quitclaims to the Grantee the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by reference.

Dated: _____, 2008.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal
corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
QUIT CLAIM DEED
BETWEEN
THE CITY OF AVONDALE
AND
EL PASO NATURAL GAS COMPANY

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
EL PASO NATURAL GAS SITE
PARCEL NO: 101-01-001C**

That portion of land lying within the property recorded in Doc. 85-143310 being a portion of Southwest quarter of Section 7, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at the Southwest corner of said Section 7, marked by a Maricopa County Brass Cap in a handhole, and from which the West quarter corner of said Section 7, marked by a Maricopa County Brass Cap in a handhole, bears $N0^{\circ}09'41''W$ a distance of 2580.86 feet, and also from which the South quarter corner of said Section 7, marked by a 1 inch iron pipe, bears $S89^{\circ}52'07''E$ a distance of 2491.05 feet;

thence $N0^{\circ}09'41''W$ along the West line of the Southwest quarter of said Section 7, a distance of 459.10 feet;

thence $S89^{\circ}52'07''E$, parallel with the North line of the South 333.00 feet, a distance of 80.00 feet to the **Point of Beginning**;

thence $N0^{\circ}09'41''W$ parallel with and 80.00 feet Easterly of the said West line of the said Southwest quarter, a distance of 75.02 feet;

thence $S89^{\circ}52'07''E$, parallel with the said North line of the said South 333.00 feet of the said Southwest quarter, a distance of 100.84 feet;

thence $S0^{\circ}09'41''E$, parallel with the said West line of the said Southwest quarter, a distance of 75.02 feet;

thence $N89^{\circ}52'07''W$, parallel with the said North line of the said South 333.00 feet of the said Southwest quarter, a distance of 100.84 feet to the **Point of Beginning**.

Containing 7565 square feet, more or less.

2580.86'
115TH AVE.

N0°09'41"W

459.10'

SW COR. SEC. 7,
TIN, RIE OF THE GILA
AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

W ¼ COR. SEC. 7,
TIN, RIE OF THE GILA
AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

65'
R/W

80.00'

BUCKEYE RD. (MC-85)

S89°52'07"E 2491.05'

SECTION LINE

S. 333'

S89°52'07"E

POINT OF BEGINING

S0°09'41"E

75.02'

15' PUE

TRACT E
CW RANCH
BK 673 PG 16
APN 101-01-451

EL PASO
GAS

7,565 S.F.

TRACT F
CW RANCH
BK 673 PG 16
APN 101-01-450

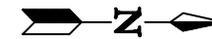
N89°52'07"W
100.84'

100.84'
S89°52'07"E

SUBJECT PROPERTY
7,565 S.F. AREA
APN 101-01-001C

75.02'

S0°09'41"E



N.T.S.

S. ¼ COR. FND. SEC. 7

NORTH LINE OF S. 333'

DETAIL NO.



CITY OF AVONDALE
PROPERTY EXHIBIT

EL PASO NATURAL GAS SITE

APPROVED BY:

DATE:

10-29-08

ORDINANCE NO. 1337-1208

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE TRANSFER OF WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THAT CERTAIN REAL PROPERTY, GENERALLY LOCATED NORTH OF BUCKEYE ROAD, EAST OF AVONDALE BOULEVARD.

WHEREAS, the City of Avondale (the “City”) is the owner of certain real property situated within Maricopa County, Arizona, generally located north of Buckeye Road and east of Avondale Boulevard (the “Property”); and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may dispose of property as the City’s interests may require; and

WHEREAS, in 2003 the Council of the City of Avondale (the “City Council”) authorized reconstruction and expansion of Avondale Boulevard from Maricopa County 85 to Interstate 10 and such reconstruction occasioned the need for relocation of certain utility facilities by El Paso Natural Gas Company (“EPNG”); and

WHEREAS, in exchange for cooperative effort and expenses incurred by EPNG in conjunction with the reconstruction and expansion efforts, the City agreed to acquire and transfer the Property for a new facility site for ENPG; and

WHEREAS, to conclude the transaction that began in 2003, the City Council desires to transfer whatever right, title, or interest it has in the Property to EPNG.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Property, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby transferred by the City to the EPNG.

SECTION 2. That the Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 1, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1337-1208

[Legal Description and Map of Property]

See following pages.

**LEGAL DESCRIPTION
EL PASO NATURAL GAS SITE
PARCEL NO: 101-01-001C**

That portion of land lying within the property recorded in Doc. 85-143310 being a portion of Southwest quarter of Section 7, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at the Southwest corner of said Section 7, marked by a Maricopa County Brass Cap in a handhole, and from which the West quarter corner of said Section 7, marked by a Maricopa County Brass Cap in a handhole, bears $N0^{\circ}09'41''W$ a distance of 2580.86 feet, and also from which the South quarter corner of said Section 7, marked by a 1 inch iron pipe, bears $S89^{\circ}52'07''E$ a distance of 2491.05 feet;

thence $N0^{\circ}09'41''W$ along the West line of the Southwest quarter of said Section 7, a distance of 459.10 feet;

thence $S89^{\circ}52'07''E$, parallel with the North line of the South 333.00 feet, a distance of 80.00 feet to the **Point of Beginning**;

thence $N0^{\circ}09'41''W$ parallel with and 80.00 feet Easterly of the said West line of the said Southwest quarter, a distance of 75.02 feet;

thence $S89^{\circ}52'07''E$, parallel with the said North line of the said South 333.00 feet of the said Southwest quarter, a distance of 100.84 feet;

thence $S0^{\circ}09'41''E$, parallel with the said West line of the said Southwest quarter, a distance of 75.02 feet;

thence $N89^{\circ}52'07''W$, parallel with the said North line of the said South 333.00 feet of the said Southwest quarter, a distance of 100.84 feet to the **Point of Beginning**.

Containing 7565 square feet, more or less.

2580.86'
115TH AVE.

N0°09'41"W

459.10'

SW COR. SEC. 7,
TIN, RIE OF THE GILA
AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

W ¼ COR. SEC. 7,
TIN, RIE OF THE GILA
AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

65'
R/W

80.00'

BUCKEYE RD. (MC-85)

S89°52'07"E 2491.05'

SECTION LINE

S. 333'

S89°52'07"E

POINT OF BEGINING

S0°09'41"E

75.02'

15' PUE

TRACT E
CW RANCH
BK 673 PG 16
APN 101-01-451

EL PASO
GAS

7,565 S.F.

TRACT F
CW RANCH
BK 673 PG 16
APN 101-01-450

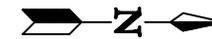
N89°52'07"W
100.84'

100.84'
S89°52'07"E

SUBJECT PROPERTY
7,565 S.F. AREA
APN 101-01-001C

75.02'

S0°09'41"E



N.T.S.

S. ¼ COR. FND. SEC. 7

NORTH LINE OF S. 333'

DETAIL NO.



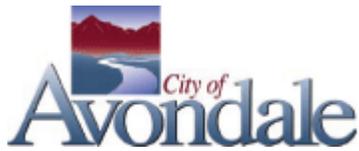
CITY OF AVONDALE
PROPERTY EXHIBIT

EL PASO NATURAL GAS SITE

APPROVED BY:

DATE:

10-29-08



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1336-1208 - Authorizing the Purchase of the Rigby Water Company

MEETING DATE:

December 1, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting the City Council adopt an ordinance approving the acquisition of the Rigby Water Company, located in the Southern Avondale Planning Area, by purchase or condemnation.

DISCUSSION:

The City of Avondale has been in negotiations with the principals of Rigby Water Company regarding possible acquisition since 2006. Rigby's service area is located in southern Avondale near and around Avondale Blvd., El Mirage Road, Broadway Road, and Southern Ave.

Currently, all existing City of Avondale residents are also Avondale water and sewer customers. As the City expands and grows to the south, it is in the City's best interest to continue providing its residents with those services. The Rigby Water Company currently serves the small neighborhood of Tierra Ranchettes. As the incorporated area moves south to include areas like the Ranchettes, and as new development occurs, it is important for the City to manage the delivery of these basic life services. In doing so, these residents will obtain the same quality water and sewer services as their neighbors to the north. In addition, when all City residents are also City customers, future bond votes that affect the delivery of water and sewer services are decided by only those individuals with a vested interest in those infrastructure improvements.

BUDGETARY IMPACT:

Funding is available in the Water Resources Capital Improvement Program Budget, Line Item No. 514-1212-00-8520.

RECOMMENDATION:

Staff is recommending the City Council adopt an ordinance approving the acquisition of the Rigby Water Company, located in the Southern Avondale Planning Area, by purchase or condemnation.

ATTACHMENTS:

Click to download

 [Ordinance 1336-1208](#)

ORDINANCE NO. 1136-1208

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF THE RIGBY WATER COMPANY, INCLUDING ALL REAL AND PERSONAL PROPERTY RELATING THERETO, BY PURCHASE OR CONDEMNATION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City Council of the City of Avondale hereby approves the acquisition of the Rigby Water Company, including all real and personal property relating thereto, by purchase or condemnation, for the purpose of incorporating the facilities of such water company into the municipal water system.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 1, 2008.

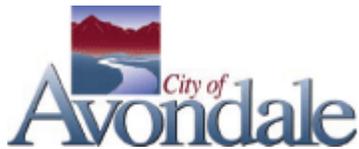
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - CU-08-5 Camp Bow Wow

MEETING DATE:
December 1, 2008

TO: Mayor and Council
FROM: Brian Berndt, Development Services Director (623)-333-4011
THROUGH: Charlie McClendon, City Manager

PARCEL SIZE: 4,988 square feet (suite size)

LOCATION: Avondale Commerce Center Phase II: 1050 N. El Mirage Rd, Ste. I, 111-112, N of NWC El Mirage Road and Van Buren Street.

APPLICANT: Heather Frane (623-853-0735)

OWNER: Avondale Commerce Center LLC (623-780-2929)

BACKGROUND:

On January 22, 2005 the City Council approved application Z-04-1, rezoning approximately 80 acres to Planned Area Development (PAD) for Avondale Commerce Center. On November 21, 2005, the City Council approved master site plans for Phases I and II of Avondale Commerce Center. Phase II includes nine multi-tenant buildings. The subject property is designated as Mixed Use on the General Plan Land Use Map.

The original Avondale Commerce Center PAD included a list of permitted and conditional uses similar to the Commerce Park (CP) zone district for Phases I and II. On June 26, 2008, City staff approved a minor amendment to the PAD permitted and conditional use list. The Conditional Use list was amended to allow veterinary hospitals and/or animal boarding facilities.

SUMMARY OF REQUEST:

- The applicant is proposing a dog day care and overnight camp in a 4,988 square foot suite within building I of Avondale Commerce Center Phase II.
- The proposed hours of operation are 7:00 am to 7:00 pm, with staff on site from 6:00 am to 7:00 pm.
- The facility will have a maximum capacity of 83 dogs. There will be one staff person per 15 dogs on site at all times.
- Dogs will be kept inside the facility the majority of the time. The applicant is proposing three outdoor areas, a total of 744 square feet, at the rear of the building adjacent to the suite. The outdoor area will be surrounded by an 8 foot masonry wall on three sides and the building on one side. The floor of the outdoor area will consist of 4" pea gravel to provide the dogs a soft area to walk on.
- Dogs will be taken to the outdoor area sporadically throughout the day. There will not be more than 15 dogs in the outdoor area at any given time. At least one staff member will be supervising all dogs in the outdoor area.
- The outdoor area will be used primarily to allow the dogs a bathroom break. The outdoor area will be cleaned frequently using a mist of enzyme-eating chemicals to clean liquid waste to eliminate any odor. Solid waste will be picked up by staff members and disposed of immediately.

PARTICIPATION:

The applicant invited 9 property owners and other interested parties to a neighborhood meeting held on November 4, 2008 to discuss the proposal. One neighboring property owner attended the meeting. Items discussed included possible noise, odors, and safety measures taken at the facility (Exhibit I)

The Planning Division has received no written correspondence from neighbors or other interested parties regarding the application, but did receive one telephone call opposing the application.

A notice of the Planning Commission meeting was published in the West Valley View and West Valley Business on October 14, 2008. The property was posted on October 14, 2008. Letters were sent to 9 property owners on October 14, 2008.

A notice of the City Council meeting was published in the West Valley View and West Valley Business on November 11, 2008. The property was posted on November 11, 2008. Letters were sent to 9 property owners on November 11, 2008.

PLANNING COMMISSION ACTION:

At the November 20, 2008 Planning Commission meeting the Commission voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. Development shall be in substantial conformance with the application narrative, site plan, floor plan, building elevations, and landscape plan dated November 4, 2008.
2. Direct access shall not be provided from animal housing units to the outside of the building.
3. The building shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) DBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.
4. Animals shall be supervised by a facility employee at all times when in an outdoor area.
5. Animals shall not be allowed in the outdoor area between the hours of 7:00 p.m. and 7:00 a.m.
6. A solid block wall with a minimum height of eight (8) feet shall enclose the perimeter of the outdoor area. The wall shall be constructed to match the colors, materials, and design of the existing building.
7. Animal waste shall be removed from outdoor play/exercise areas every five hours during time periods when these areas are in use and shall be bagged separately from other refuse.

The Planning Commission's discussion focused on the liquid waste that will accumulate in the outdoor play area. The applicant stated that these areas are chemically cleaned to eliminate bacteria, but that the pea gravel may also be replaced if it begins to deteriorate. Commissioner Demlong suggested a liner be used to prevent leakage out into the service area. The applicant agreed. Additionally, the Planning Commission asked staff to re-examine the proposed landscaping to ensure that the selected plants were on the low water use list.

ANALYSIS:

The Zoning Ordinance contains five required findings to be met in order to approve a Conditional Use Permit (108.C.2 A.Z.O.). They are:

1. *That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.*

The subject property is designated as Mixed Use on the General Plan Land Use Map. The Mixed Use designation calls for a mix of high intensity uses with a retail commercial emphasis, and may

include neighborhood and community retail, residential, hotel/motel, and employment. The proposed use will provide a limited component of retail use, such as dog bowls and leashes, but will serve a larger community need by providing a safe location for dogs to be kept while their owners are out of town or at work.

The character of the building will not be substantially changed by the proposed use. The outdoor area will be surrounded by an 8 foot masonry wall designed to match the materials, colors, and pattern of the existing building. The remainder of the building exterior will not be affected.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The proposed use will be compatible with the nearby area and land uses. Sound proofing measures will be taken on the interior of the building to ensure that noise generated from the dogs will not adversely affect neighboring properties or businesses. Dogs will be taken to the outdoor area in limited numbers, for short periods of time, and only during daylight hours. Waste will be cleaned regularly to eliminate any odors for the surrounding properties.

The suite will be constructed to ensure that the sound level outside the suite does not exceed 45 decibels. The average sound level of barking dogs is approximately 90 decibels. The existing exterior building wall is constructed with a sound transmission rating of 51. Therefore, sound is muffled by the wall by 51%. The interior walls are constructed with an approximate sound transmission rating of 55. With this construction material, sound from inside the suite will be below 45 decibels. If at any time, sound outside the suite is found to exceed 45 decibels, additional construction measures will be taken to decrease the sound level emanating from the suite.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including but not limited to setbacks, parking, screening, and landscaping.

The Avondale Commerce Center Phase II site is designed to accommodate the proposed use. The site has adequate access from surrounding streets. The outdoor area will be small enough to not affect neighboring suites in the building, and all other development standards have been met through construction of the master site.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The site has adequate access from surrounding streets. The site has full access driveways from 127th Avenue, Corporate Drive, Garfield Street, and El Mirage Road. The amount of traffic generated by the use is expected to be comparable to other permitted uses within the approved PAD.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Adequate conditions have been placed on the recommendation for approval to ensure that the proposed use will not adversely affect surrounding businesses or properties.

Conclusion: Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested Conditional Use Permit for a pet resort. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Mixed Use for this site. The proposed land use is permitted in the Avondale Commerce Center Planned Area Development District.
2. The project meets the Avondale Design Manual for commercial uses.
3. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

Each numbered item is a condition of approval. Staff recommends approval of application CU-08-5, subject to the following conditions:

1. Development shall be in substantial conformance with the application narrative, site plan, floor plan, building elevations, and landscape plan dated November 4, 2008.
2. Direct access shall not be provided from animal housing units to the outside of the building.
3. The building shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) DBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.
4. Animals shall be supervised by a facility employee at all times when in an outdoor area.
5. Animals shall not be allowed in the outdoor area between the hours of 7:00 p.m. and 7:00 a.m.
6. A solid block wall with a minimum height of eight (8) feet shall enclose the perimeter of the outdoor area. The wall shall be constructed to match the colors, materials, and design of the existing building.
7. Animal waste shall be removed from outdoor play/exercise areas every five hours during time periods when these areas are in use and shall be bagged separately from other refuse.

PROPOSED MOTION:

I move that the City Council accept the findings and recommend **APPROVAL** of application CU-08-5, a request for a Conditional Use Permit for an animal boarding facility, subject to the 7 recommended conditions of approval.

ATTACHMENTS:

Click to download

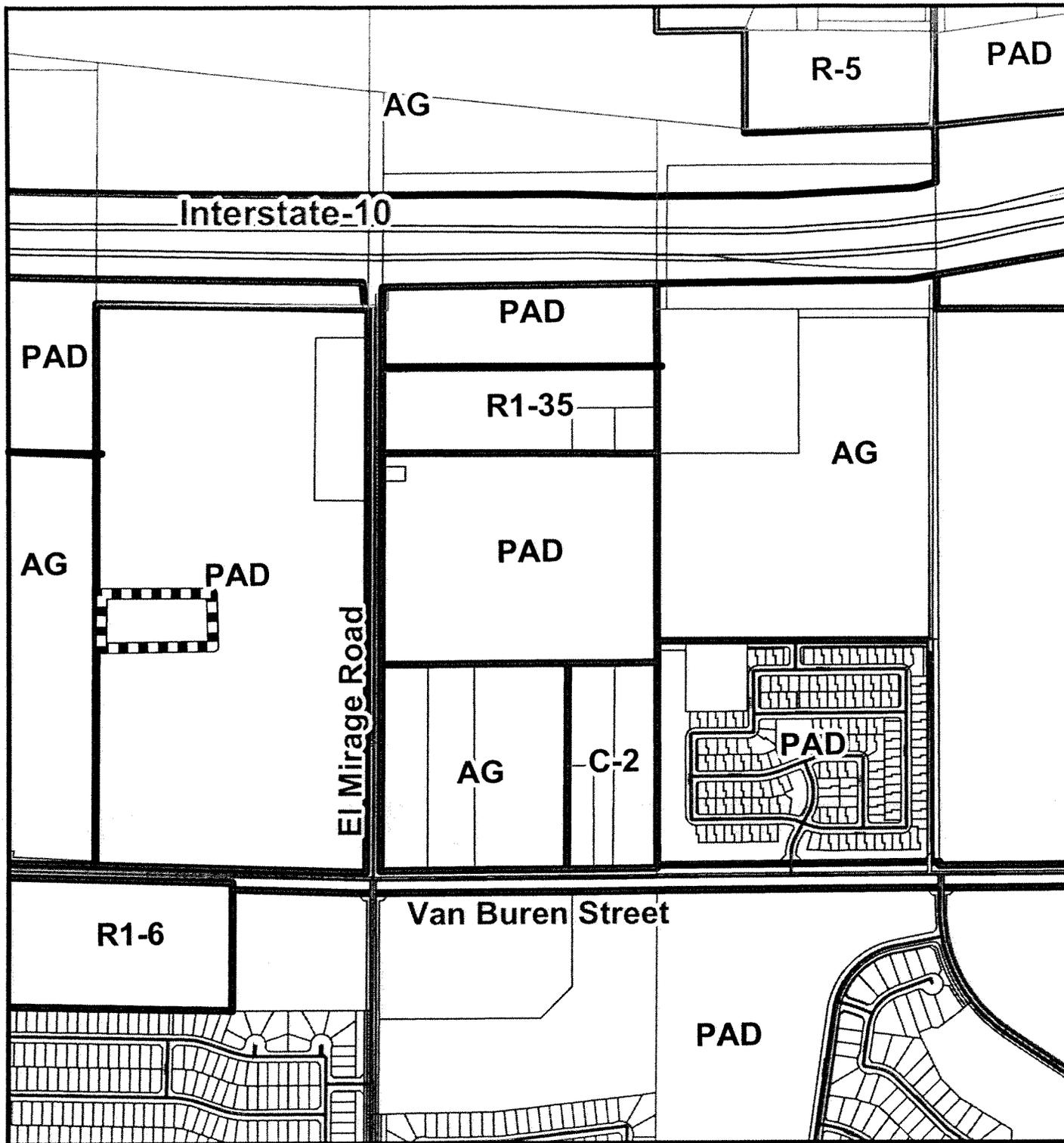
 [Exhibits A-I](#)

PROJECT MANAGER:

Scott Wilken, Senior Planner (623) 333-4016

Application CU-08-5
Camp Bow Wow
List of Exhibits

- Exhibit A – Zoning Vicinity Map
- Exhibit B – Aerial Photo January 2008
- Exhibit C – Summary of Related Facts
- Exhibit D – Project narrative dated November 4, 2008
- Exhibit E – Site plan
- Exhibit F – Floor Plan
- Exhibit G – Building elevations
- Exhibit H – Landscape plan
- Exhibit I – Neighborhood meeting summary and sign-in sheet

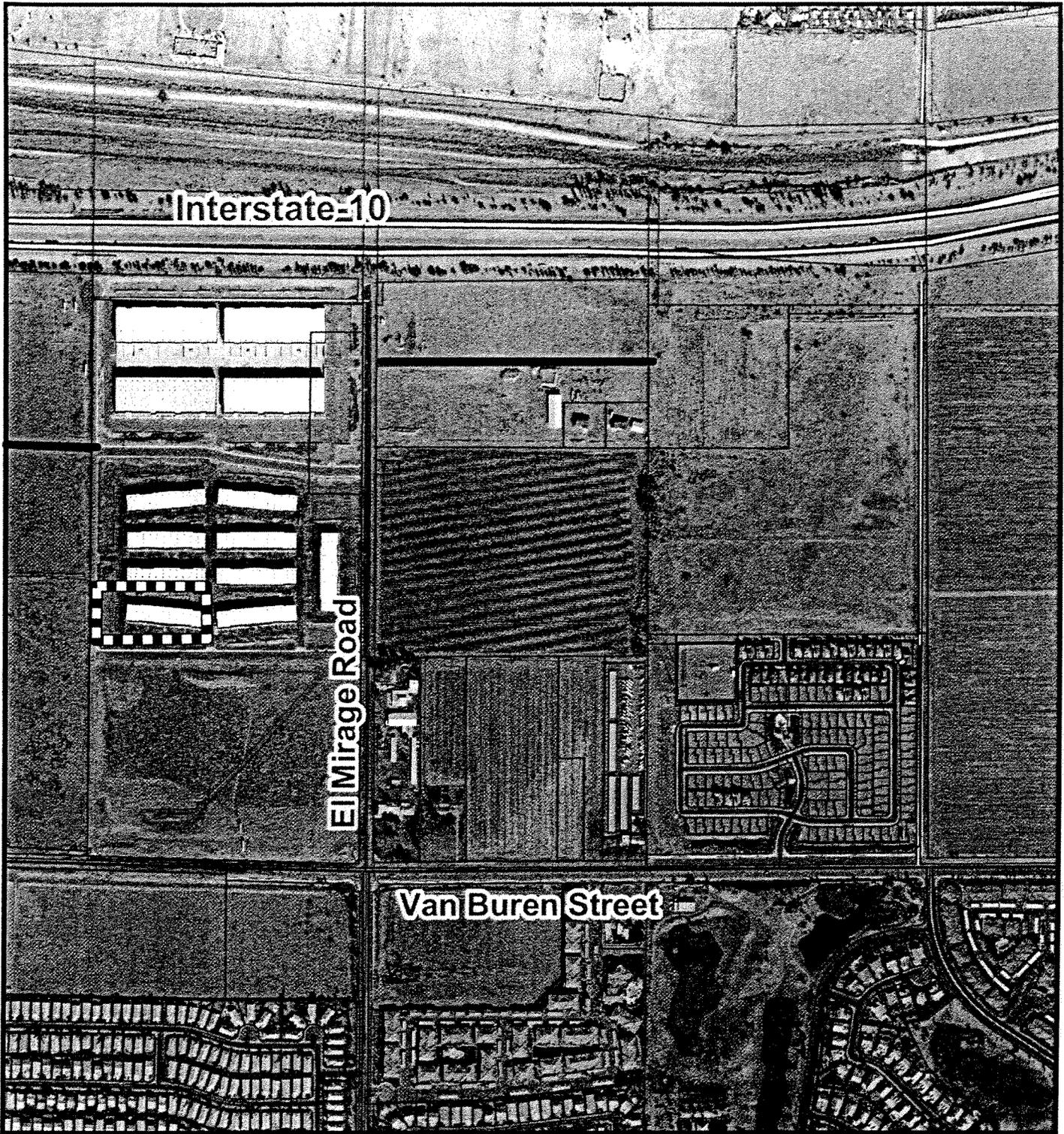


Zoning Vicinity Map



Subject Property





Aerial Photo 2008



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION CU-08-5*

<i>THE PROPERTY</i>	
PARCEL SIZE	24.45 Acres (site) 4,988 square feet (suite)
LOCATION	Northeast corner of Corporate Drive and 127 th Ave
PHYSICAL CHARACTERISTICS	Developed with 9 multi-tenant commerce park buildings and paved parking lot
EXISTING LAND USE	Commerce Park
EXISTING ZONING	PAD
ZONING HISTORY	Rezoned from AG and C-2 to PAD on February 22, 2005
DEVELOPMENT AGREEMENT	There is no development agreement for the subject property.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	PAD – Avondale Commerce Center Phase I
EAST	AG – 2 single family residences and agricultural; R1-35 – 2 partially constructed single family residences
SOUTH	PAD – Avondale Commerce Center Phase III (vacant)
WEST	AG – Agricultural

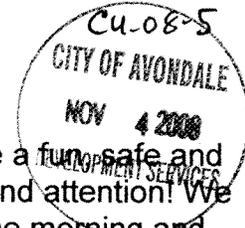
<i>GENERAL PLAN</i>	
The property is designated as Mixed Use on the General Plan Land Use Map.	

<i>STREETS</i>	
El Mirage Road	
Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	1.5 travel lane , bike lane, curb and gutter, sidewalks, street lights and landscaping
Standard half street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter,

	sidewalks, street lights and landscaping.
127th Avenue	
Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
Standard full street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
Corporate Drive	
Classification	Collector
Existing full street ROW	60 feet
Standard full street ROW	60 feet
Existing full street improvements	2 travel lanes, curb and gutter, sidewalks, street lights and landscaping.
Modified full street improvements	2 travel lanes, curb and gutter, sidewalks, street lights and landscaping.
Garfield Street	
Classification	Local
Existing full street ROW	60 feet
Standard full street ROW	60 feet
Existing full street improvements	2 travel lanes, curb and gutter, sidewalks, street lights and landscaping.
Standard full street improvements	2 travel lanes, curb and gutter, sidewalks, street lights and landscaping.

UTILITIES	
A 36-inch waterline exists in Van Buren Street; a 12-inch water line exists in 127 th Ave	
A 12-inch sewer line exists in Van Buren Street; an 8-inch sewer line exists in El Mirage Road	

Project Narrative



Camp Bow Wow® Premier Doggy Day and Overnight Camps provide a fun, safe and upscale environment for dogs to play, romp and receive lots of love and attention! We provide doggy day camp for clients wishing to drop their dogs off in the morning and pick them up in the evening, as well as overnight boarding for travelers. Overnight boarders play in the day camp program during the day and have their own individual cabins at night. We offer live “Camper Cams” and indoor/outdoor play areas. We also may offer a variety of other services including grooming, training, and an assortment of retail items, including Camp Bow Wow® brand dog bowls, bandanas and more. Our camp staffers are trained in dog behavior, safety and health management and are there to ensure dogs have a great time.

Service staff will be on site 6:00 AM to 7:00 PM; actual hours of operations will be from 7AM to 7PM. There will be a minimum of one staff person per 15 dogs. Daycare will be offered weekdays and dogs boarded are housed in individual indoor secured kennels when staff is not present. The video cameras will be on 24 hours a day and monitored by staff at night or can be accessed by dog owners on the web to look in on their pets. The facility will have fire and security systems connected directly to the fire and police department for monitoring. The outdoor area will be used sporadically for exercise and fresh air. Staff will be present at all times when outside and utilize specific training to keep noise to a minimum. Dog waste will be immediately and continually cleaned up as it occurs. There will not be any exterior lighting that will affect adjacent properties. In addition, the proposed Camp Bow Wow® will create no illumination, vibration, or dust.

The outdoor area will be split into three separate play areas for the dogs to use for periodic bathroom breaks. There will be a maximum of fifteen dogs per play area able to use the outside areas at a given time, with a staff member. The outdoor break areas will be used sporadically between the hours of 7am and 7 pm. Camp Bow Wow® will be taking numerous measures to dampen the noise created by the dogs, as to not affect the neighboring businesses and property owners. The first, and most dramatic will be the eight-foot tall block wall surrounding the play areas. Not only will the block wall keep noise from escaping the yards, but also will limit the dogs’ ability to see outside of the fenced-in area. This will in turn cut down on the amount of barking significantly. Dogs tend to bark at people or things they see moving in the background but do not have access to; limiting the dogs view will keep them from barking at outside activities. The dogs will never be outside without human supervision, also helping to keep them from barking. Camp Bow Wow® staff uses specific training techniques to keep barking to a minimum. Lastly, landscaping on the outside of the block wall will help create a sound buffer as well. We will be planting five honeysuckle vines and six hibiscus bushes along the back wall to help as a sound barrier.

Camp Bow Wow's use is consistent with the City of Avondale's General Plan designation of Mixed Use. Mixed Use in the General Plan refers to providing for a mix of high intensity uses with retail commercial emphasis. Camp Bow Wow® is a very practical use for this. Residents of Avondale will benefit from having an upscale dog boarding facility in the neighborhood. Not only will Camp Bow Wow® provide exceptional pet care, but will also have a retail line where customers will be able to buy items needed for their dogs, including food, treats, and bowls. We also plan to offer training and grooming services in the future, which will bring an added benefit to the customers. Camp Bow Wow® will provide a mix of commercial and retail services to the residents of Avondale.

The Avondale Commerce Center is bordered by Interstate 10 to the north, W. Van Buren Street to the South, 127th street to the west and El Mirage to the east. The Camp Bow Wow site would be easily accessible from El Mirage Road. The traffic associated with a Camp Bow Wow® is similar to that on a child daycare center. Majority of the business will come in the morning hours and pick up in the late afternoon hours. Rarely are there more than 3 customers in a Camp Bow Wow® at one time. Camp Bow Wow® locations operate at their maximum capacity during a holiday week or weekend and during the summer when most families take vacations.

Traffic ingress and egress to the property will be fairly simple as the site is exceptionally close to the Interstate 10 as well as there being five entrances/exits to the Avondale Commerce Center Phase II. Two of the entrances are extremely close to the proposed Camp Bow Wow® site. One of the entrances is off of 127th Ave and the other is off of Roosevelt Street. There are three additional entrances into the Avondale Commerce Center on opposite sides of the center from the proposed site. There is one major intersection near this site at El Mirage Road and Van Buren Street. There is plenty of space for emergency vehicles to enter and circulate throughout the site.

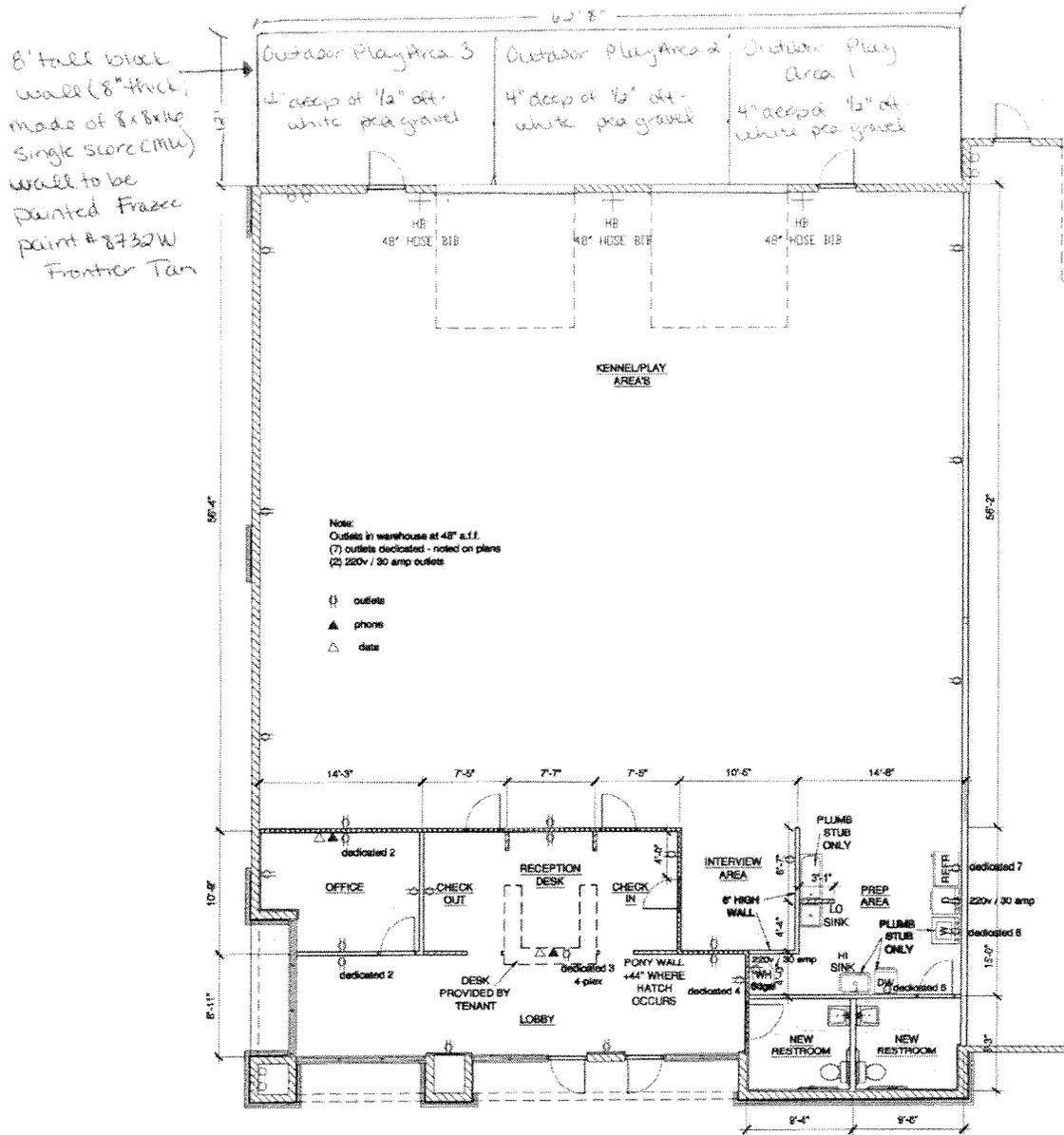
The Camp Bow Wow® franchisor requires that the franchisees have 1 human for every 15 dogs. The Avondale Camp Bow Wow® location would have a maximum number of dogs allowed of 83, the maximum number of employees needed when the camp is full would be 7. The Avondale Commerce Center site has ample parking for both employees and customers of Camp Bow Wow® at any given time. There will not be any deliveries to the site, so there is not an issue with delivery vehicles, any off-street parking, or loading related to this site.

There are three proposed outdoor break areas that will consist of 4 inches of p-gravel located on top of the asphalt at the rear of the building. The total size of all three outdoor break areas will be 12' x 62' 8". The break areas are used for periodic restroom breaks for the dogs. The outdoor break areas are cleansed with a misting device using enzyme-eating chemicals, so as to be environmentally friendly and not waste water. The outdoor area will consist of 4" of pea gravel on top of the asphalt parking lot

behind the suites. The pea gravel that Camp Bow Wow® uses is ½" off-white pea gravel with no sharp edges. There will be no other landscaping done in the outdoor areas. The fencing around the break yards will be 8 feet tall block walls to avoid any dogs from escaping by jumping over the fence, as well as to create a sound buffer. The fencing will be sealed on the inside with a clear coat sealer to prevent it from smelling. We will also be landscaping on the north side of the block wall, please see the attached landscaping plan for details.

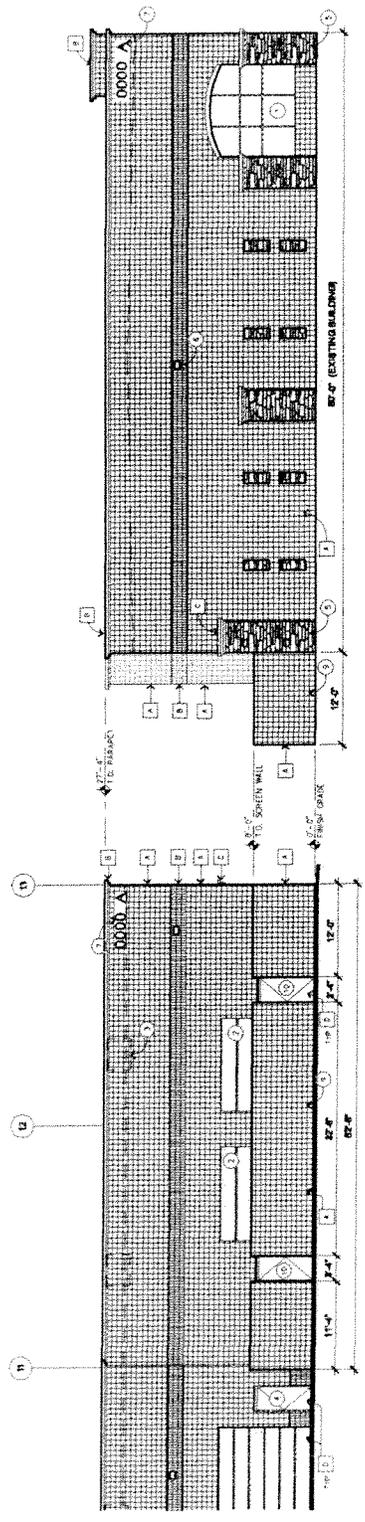
The proposed block wall will be 8 feet high and made out of 8 x 8 x16 single score concrete masonry units. The block wall will be eight inches thick and will be painted Frazee paint #8732W Frontier Tan, the same color as the building.

In closing, this location is ideal for a Camp Bow Wow® site because the surrounding businesses will be industrial and commercial in nature, is conveniently located near Interstate 10 to allow easy ingress and egress, has ample parking and is not near residential areas. Additionally as facility such as Camp Bow Wow® is needed in the area to give residents with dogs a comfort level of the quality of care that their pets will receive when they are away on vacation or at work.



AVONDALE COMMERCE CENTER
PHASE II
Bldg 1 Suites 111-112
4988 SF
EXHIBIT B

<p>FURRY FRIENDS AT AVONDALE COMMERCE CENTER PHASE 2 1050 N. EL MIRAGE RD. BUILDING I, SUITE #111-112 AVONDALE, ARIZONA 85323</p>							
<p>Project: Furry Friends Date: 09-27-08 Proj Mgr: Drawn By:</p>	<p>Rev: Date: ▲ ▲ ▲ ▲ ▲</p>	<p>Tenant Improvement: Bldg Elevation Screen Wall</p>		<p>Sheet: A1</p>			



BUILDING ELEVATION
 BUILDING I
 1/8" = 1'-0"

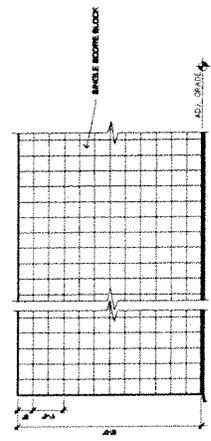
KEYNOTES

1. EXISTING ALUMINUM STORE FRONT ANODIZED DARK BRUSHED FINISH TO BE REFINISHED TO MATCH EXISTING STORE FRONT FINISH.
2. EXISTING PAINTED METAL CURTAIN WALL.
3. ROOF TOP MECHANICAL UNITS TO BE RELOCATED TO EXISTING MECH. ROOM.
4. EXISTING WINDOW WITH DOOR.
5. EXISTING WINDOW TO BE REPLACED WITH ALUMINUM WINDOW WITH GLASS DOOR.
6. EXISTING WINDOW TO BE REPLACED WITH ALUMINUM WINDOW WITH GLASS DOOR.
7. EXISTING WINDOW TO BE REPLACED WITH ALUMINUM WINDOW WITH GLASS DOOR.
8. EXISTING WINDOW TO BE REPLACED WITH ALUMINUM WINDOW WITH GLASS DOOR.
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20. EXISTING WINDOW TO BE REPLACED WITH ALUMINUM WINDOW WITH GLASS DOOR.

COLOR SCHEDULE

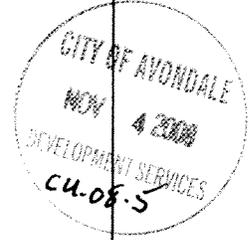
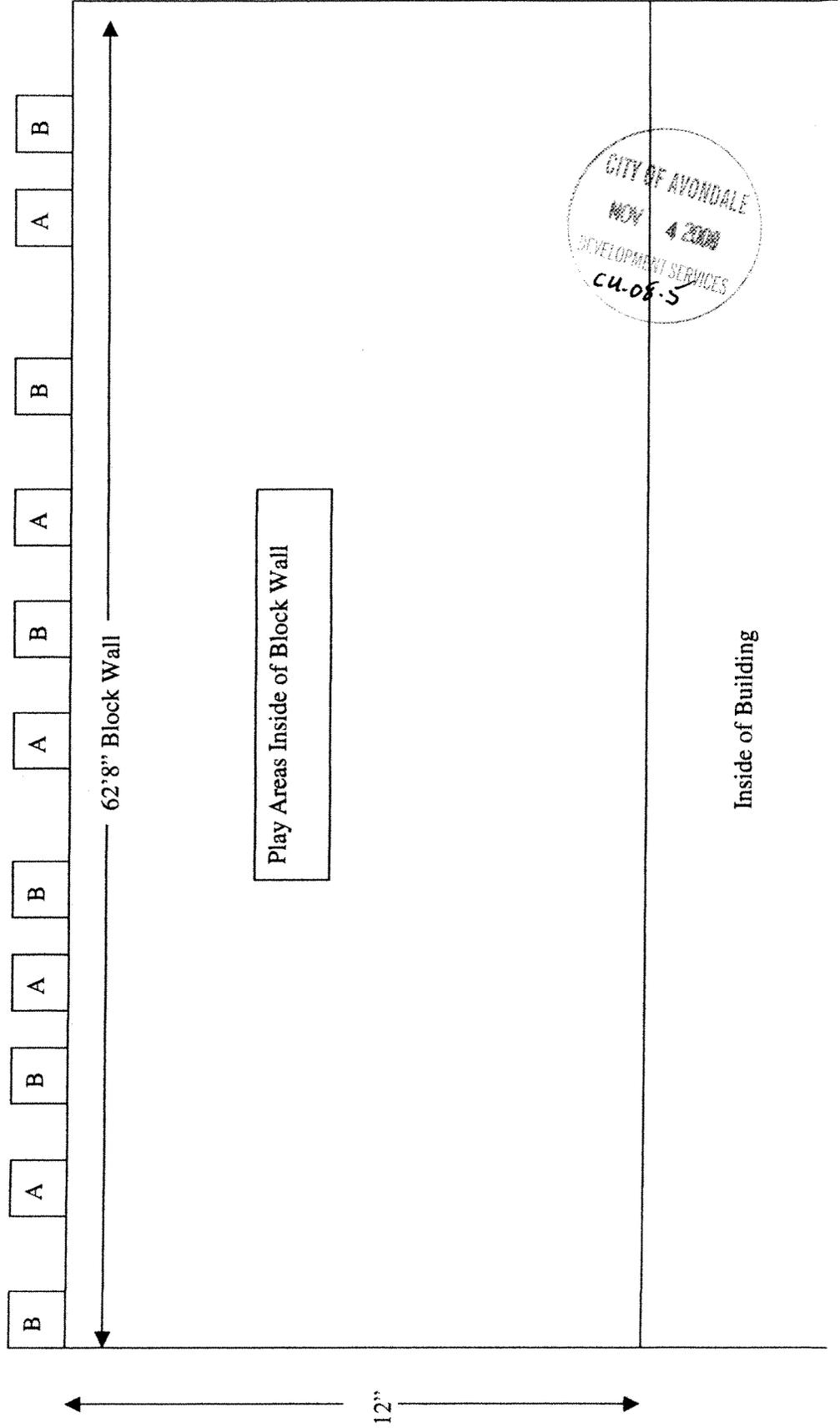
- A. LIGHT BEIGE COLOR
- B. LIGHT BEIGE COLOR
- C. LIGHT BEIGE COLOR
- D. LIGHT BEIGE COLOR
- E. LIGHT BEIGE COLOR
- F. LIGHT BEIGE COLOR
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- V. LIGHT BEIGE COLOR
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- X. LIGHT BEIGE COLOR
- Y. LIGHT BEIGE COLOR
- Z. LIGHT BEIGE COLOR

SYMBOLS KEY



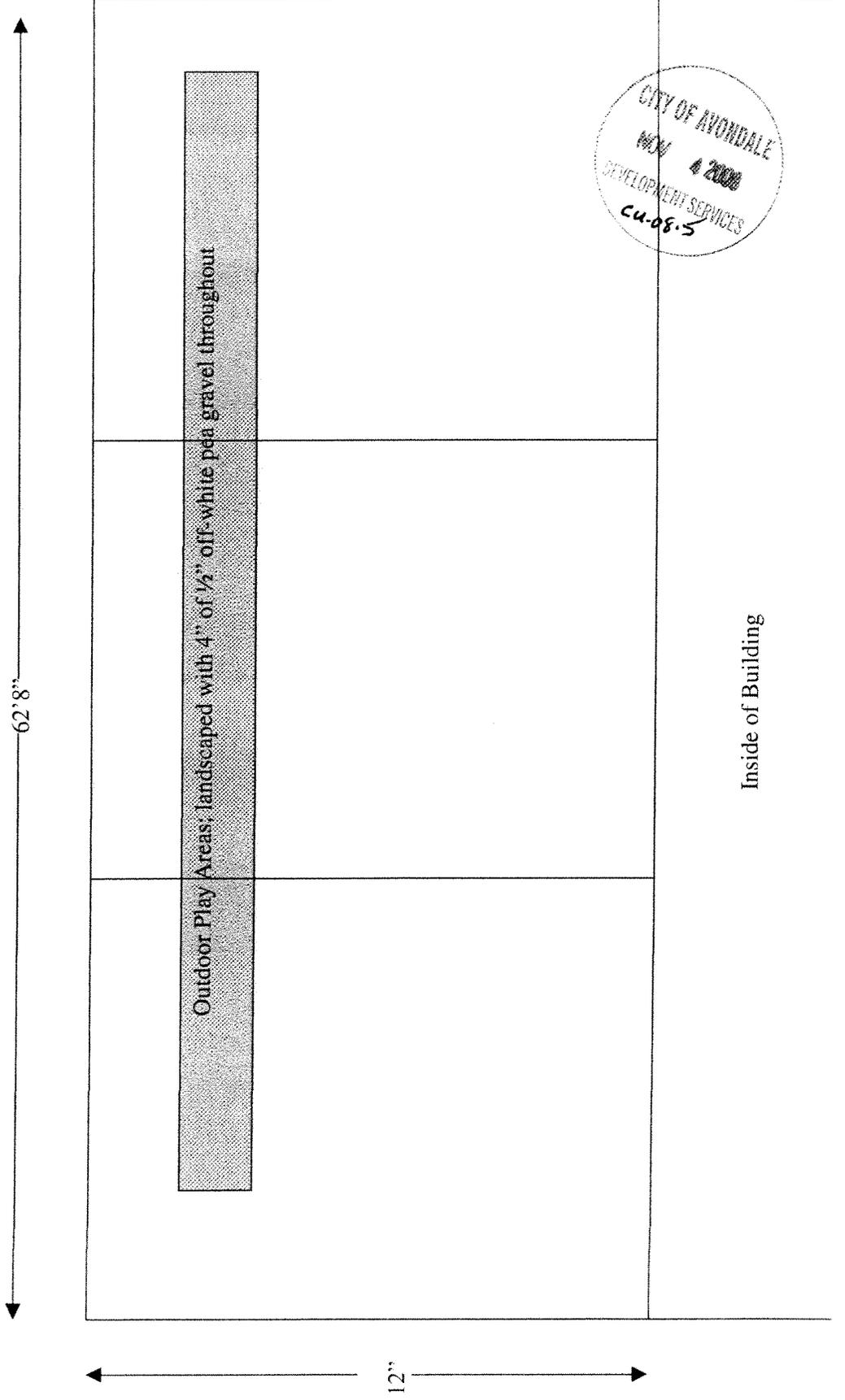
Landscape Plan of Outside of the Block Wall

Key: A: 5 Orange Honeysockle Vines planted 10' apart starting 5' from beginning of West wall
B: 6 Yellow Hibiscus Bushes planted 10' apart starting at beginning of West wall



Inside of Building

Landscape Plan Inside the Block Wall



The neighborhood meeting for the conditional use permit for Camp Bow Wow was held at Avondale Civic Center, 11465 W Civic Center Dr. Avondale, AZ 85323, in the Sonoran Room. The meeting commenced at 6:00 PM. In attendance at this time was Heather Frane, the owner of Camp Bow Wow Avondale, and Terri and John Connett, parents of Heather Frane. At six thirty, Millie Henderson arrived to the meeting. She specifically stated that she was against opening up a Camp Bow Wow in The Avondale Commerce Center. Millie's first concern was if a fire broke out in the camp and how that would be handled. I explained to Mille that not only are the smoke detectors linked directly to my cell phone, alarm company, and fire department, but so are the carbon monoxide detectors, temperature monitors, and alarm system. In case of an emergency where the dogs need to immediately leave the building, we keep fifty-foot sections of rope in the play yards so that we can link the rope through their collars and lead them out to safety.

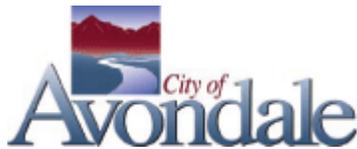
Another worry of Millie's was the noise of the dogs at night and how it would affect her sleeping. She explained that many times at night the ambulances traveling down Van Buren cause her neighbors dog to bark. I clarified that the dogs are never outside at night, that they are tucked away into their cabins with classical music playing throughout the building. Since they have been playing all day in the play yards, they are typically sleeping very hard, and would probably not even hear the outside noises at all.

Millie also mentioned that there is always an over-powering smell of urine when she goes to Petsmart to buy her dog food. I told Millie that we use Spartan Chemicals to clean and deodorize the camps. Spartan Chemicals are typically used in human hospitals and veterinary clinics and create a very clean smelling environment. I explained our cleaning schedules to Millie and also let her know that we have mop buckets just outside the play yards to spot clean any spots that a dog decides to urinate on.

Millie's additional concerns were more geared towards whether or not it would be a good decision for me to open up a business in the area. She talked about the local crime and lack of support she has received from the police department. She also mentioned that there are coyotes in the neighborhood that have attacked smaller animals. There was mention of people consistently speeding on Van Buren. The meeting ended at seven thirty and all parties left.

Camp Bow Wow Avondale Neighborhood Meeting for CUP November 4, 2008

Name	Business/Address Represented
Heather Frane	C.B.W. Avondale owner
Terri Connett + John Connett	Camp Bow Wow
Phillip Henderson	12250 N. 1st Street



CITY COUNCIL REPORT

SUBJECT:

Public Hearing and Ordinance 1338-1208 – Water
& Sewer User Charges

MEETING DATE:

December 1, 2008

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council hold a Public Hearing and adopt an ordinance amending water and sewer user charges.

BACKGROUND:

Staff has prepared an update on water and wastewater rates based on the annual review and update of the City's water and wastewater rate model designed by RedOak Consulting in October of 2004. The rate model as updated recommends a 3.00% increase in overall water and wastewater revenue. This recommendation is consistent with recommendations made by RedOak for a five year rate plan to include 3% increases in revenue each year for five-years. This is the fifth year of the recommended rate plan. At this time, water requires a 3.8% revenue increase and wastewater require a 1.76% revenue increase (3% total combined revenue increase). Details of the study are included in the Water/Wastewater Rate Study Report.

On October 20, 2008, Council adopted a resolution authorizing the Notice of Intention to increase water and wastewater user charges. The written report has been on file in the City Clerk's office for public inspection since October 21, 2008. The Notice of Intention was published in the West Valley View as required.

A Town hall meeting was held on October 8, 2008 in an effort to solicit additional input from the community and to inform citizens of the process the City followed in determining a need for a rate increase. Citizens were also given the opportunity to have their bill calculated with the new rates.

RECOMMENDATION:

Staff recommends that Council hold a public hearing and adopt an ordinance amending the water and sewer user charges.

ATTACHMENTS:

Click to download

 [Ordinance 1338-1208](#)

ORDINANCE NO. 1338-1208

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE II, MUNICIPAL WATER SYSTEM, RELATING TO AN INCREASE IN WATER RATES, AND ARTICLE III, SEWERS AND SEWAGE DISPOSAL, RELATING TO AN INCREASE IN SEWER RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avondale (the “City”) retained Red Oak Consulting in 2004 to prepare and produce a Water and Wastewater Rate Study that evaluates revenues, revenue requirements, cost of service and rates for the City’s water and sewer utilities. Based upon the 2004 Red Oak study, City staff has compiled an updated study, dated October, 2008 (the “2008 Water and Wastewater Rate Update”); and

WHEREAS, a copy of the 2008 Water and Wastewater Rate Update has been made available to the public by the filing of a copy in the office of the City Clerk at least 30 days prior to the public hearing on the proposed increase in water and wastewater user charges in accordance with ARIZ. REV. STAT. § 9-511.01(A)(1); and

WHEREAS, a Notice of Intent to Increase Water and Wastewater User Charges for the City’s water and wastewater utility services was adopted by motion of the Council on October 20, 2008, and was thereafter published in the West Valley View on November 4, 2008, in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2). A public hearing on the proposed increase was held on December 3, 2007, in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2); and

WHEREAS, the Council of the City of Avondale finds that the proposed increase in the water and wastewater user charges is fully supported by the 2008 Water and Wastewater Rate Update and will fully and fairly recover the cost of providing water and wastewater services from each customer class.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 2, Rates, Charges, Billing and Collection Procedures, Section 24-47, Consumption charges, is hereby deleted in its entirety and replaced with the following:

24-47 Consumption charges.

Customer Charge Per Bill - all users	\$ 2.60
<u>Meter Size-Base Fee all users*</u>	
3/4" Meter	\$ 7.90
1" Meter	\$ 19.90
1 1/2" Meter	31.80
2" Meter	50.90
3" Meter	95.50
4" Meter	159.20
6" Meter	318.50
Hydrant Meter	318.50
<u>Residential Usage Charge per 1,000 gallons</u>	
0-4,000 gal	\$ 0.94
5,000-8,000 gal	1.44
9,000-12,000gal	2.16
13,000 + gal	3.30
<u>**Non-Residential Usage Charge per 1,000 gallons</u>	
0-8,000 gal	\$ 1.44
9,000-12,000gal	2.16
13,000 + gal	3.30
Hydrant Usage – all gal	3.30

*Meter charge for multi-family will be based upon a 47 percent unit equivalency factor applied to the 0.75" meter charge times number of units

**Rate blocks for non-residential users with meters greater than 1" are adjusted by the meter equivalency factor.

SECTION 2. That the Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article III, Sewers and Sewage Disposal, Division 4, Rates and Charges, Section 24-116, Sewer service charges, is hereby deleted in its entirety and replaced with the following:

24-116 Sewer service charges.

(a) There is hereby levied on each sewage system user having any sewer connection with the sewage system of the city or otherwise discharging sewage, industrial waste, or other liquids, either directly or indirectly in the city’s sewage system, a sewer service charge. Subject to the exceptions provided in this chapter, such charge shall be based upon the estimated cost of sewage treatment apportioned to users or user classes based upon volume and strength characteristics of user contributions to the city’s sewage system.

(b) For the purposes of this section, the determination of volume and strength characteristics shall be as follows:

(1) Volume shall be based upon the quantity of water used in or on the premises as measured by a water or sewage meter or meters approved by the city, adjusted by the return factor for the appropriate user class as assigned by the city.

(2) Strength characteristics shall be based on the average B.O.D. and suspended solids for each user class.

Additional charges for extra strength sewage, toxic pollutants, and sewage monitoring will be levied where applicable.

(c) Sewer Service Rate. The following rates are hereby established for use of the city’s sewage system:

Sewer Service Rates

Per bill Admin charge all users	\$	6.25	
User Class		Volume charge per 1,000 gal	Return Factor
Residential*	\$	3.17	80%
Multi-Family		3.17	100%
Mobile Home Park		3.17	80%
Auto Steam Cleaning		9.37	70%
Bakery Wholesale		7.30	80%
Hospital & Convalescence		2.90	80%
Markets with Garbage Disposal		6.84	80%
Repair Shop and Service Station		2.98	80%
Restaurant		7.30	80%
Schools & Colleges		2.37	80%
Bars W/O Dining		2.89	80%
Laundromat		2.48	70%
Commercial Laundry		4.09	70%
Car Wash		1.99	70%

Professional Office	2.32	80%
Department Store & Retail	2.56	80%
Hotel w/Dining	5.08	80%
Hotel w/o Dining	3.21	80%
Mortuaries	6.84	80%

*The monthly volume charges for residential customer classifications shall be based on the average monthly billing of water usage during the calendar months of December, January, and February. The billing of July of each year shall first reflect the base usage so determined. New users without previous history shall be presumed a base usage of eight thousand (8,000) gallons per month. All laundries and carwashes will have a return factor of seventy (70) percent of their metered water. Multi-family charges shall be based on one hundred (100) percent of monthly metered water usage. All others shall be based on eighty (80) percent except as otherwise provided in section 24-125.

(e) Users Not Otherwise Classified. Sewage discharged to the sewage system from commercial or industrial users not included in the schedule of wastewater rates shall be subject to charges calculated based on one hundred (100) percent of metered water use, except as otherwise provided, in accordance with the following formula:

$$\text{Wastewater Charge} = \text{CC} + \text{Vs}[(\text{Bc} \times 0.00834 \times \text{Bm}) + (\text{Sc} \times 0.00834 \times \text{Sm})]$$

Where:

- Bc= Cost of treatment per unit of Biochemical Oxygen Demand (BOD)
- Bm= Concentration of BOD in milligrams per liter
- CC = Customer charge per bill
- Sc= Cost of treatment per unit of Suspended Solids (SS)
- Sm= Concentration of SS in milligrams per liter
- Vs= Volume of sewage in thousands of gallons

(f) Monitoring Charge. When federal, state or city regulations require monitoring of the sewage from a commercial or industrial user whether for strength calculations or for N.P.D.E.S. compliance, that user shall pay a monitoring charge. The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's sewage. The exact charge shall be based on actual costs and shall be as determined by the city.

(g) Toxic Pollutant Charge. Any user who discharges any toxic pollutants that cause an increase in the cost of managing the effluent or sludge from the city's sewage treatment system shall pay for such increased costs.

(h) Inconsistent Agreement. The sewer service user charge system shall take precedence over any terms or conditions of agreements or contracts that are inconsistent with the requirements of Section 204(b)(1)(A) of the Clean Water Act, as amended.

SECTION 3. That the Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article III, Sewers and Sewage Disposal, Division 4, Rates and Charges, Section 24-122, User charge rate, is hereby deleted in its entirety and reserved for future use.

SECTION 4. That the Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article III, Sewers and Sewage Disposal, Division 4, Rates and Charges, Section 24-123, Extra strength surcharge, is hereby deleted in its entirety and reserved for future use.

SECTION 5. That, if any provision or any portion of any provision of this Ordinance is for any reason held to be unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 1, 2008.

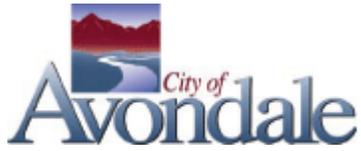
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
December 1, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk - 623-333-1214
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available