



City of Peoria, Arizona Notice of Request for Proposal for Professional Services



Request for Proposal No:	P12-0020	Proposal Due Date:	October 31, 2011
Services:	Engineering Services for Pipe Line Repairs	Proposal Time:	5:00 P.M. AZ Time
Project No:	UT00296	Purchasing Agent:	Jennifer Miller
Location:	City of Peoria, Materials Management	Phone:	(623) 773-7115
Mailing Address:	9875 N. 85 th Avenue, 2 nd Floor, Peoria, AZ 85345		

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

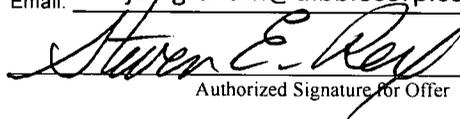
Name: Joe Graham

Telephone: 602-957-1155 Fax: 602-957-2838

Email: joe.graham@dibblecorp.com

Dibble Engineering

Company Name


Authorized Signature for Offer

7500 N. Dreamy Draw Drive, Suite 200

Address

Steven E. Rex

Printed Name

Phoenix, AZ 85020

City

State

Zip Code

Vice President, Chief Operations Officer

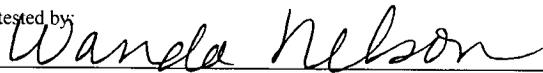
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by:



Wanda Nelson, City Clerk

City of Peoria, Arizona.

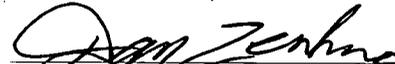
Effective Date: 12/8/11

Approved as to form:


Stephen M. Kemp, City Attorney

Contract Awarded Date

December 7, 2011


Dan Zenko, Materials Management Supervisor

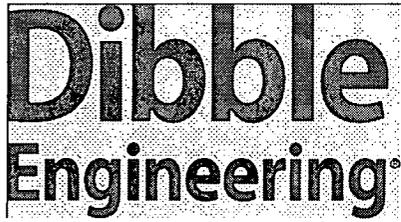


CC: _____

Contract Number:

ACON 65911

Official File: _____



January 1, 2011

STANDARD BILLING RATES

Managing Principal	\$	160.00
Principal		150.00
Principal Engineer		150.00
Senior Project Manager		140.00
Project Manager		135.00
Senior Engineer		125.00
Engineer (PE)		120.00
Assistant Engineer (EIT)		95.00
Senior Technician		105.00
Technician		80.00
Senior Construction Project Manager / Resident Engineer		125.00
Construction Project Manager / Resident Engineer		115.00
Construction Project Engineer		100.00
Construction Inspector		95.00
Land Survey Manager (RLS)		135.00
Land Surveyor (RLS)		110.00
Assistant Land Surveyor (LSIT)		85.00
Survey Technician		75.00
Survey Crew (2-Man)		130.00
Survey Crew (GPS/Robotic)		130.00
Information Technology Director		115.00
Network Administrator		90.00
Business Development Director		90.00
Business Development Manager		85.00
Marketing Manager		85.00
Marketing Coordinator		65.00
Senior Administrative Assistant		65.00
Administrative Assistant		45.00
Expenses		Cost plus 15%
mileage, reproduction, etc.		
Overtime Rates		
Dibble Engineering Authorized		Billing Rate x 1.0
Client Authorized		Billing Rate x 1.5



REQUEST FOR PROPOSAL.

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

11. AWARD OF CONTRACT:

a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant 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 public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract 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 the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria 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.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract 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 the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract 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 contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO 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 that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract 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 contract are hereby revoked and superseded by this contract. 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 contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer 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 contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

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.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.
- Force majeure shall not include the following occurrences:
- Last minute failure of office equipment is not force majeure.
 - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party



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in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** 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 as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



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29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation 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. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0020

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Engineering Services for Pipe Line Repairs**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
8. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:
 - 1) **Technical Proposal Content** - the following items shall be addressed in the technical proposal submission.
 - a. **Project Understanding and Project Approach. (maximum 10 pages)**
 - i. Understanding of the Scope of Work.
 - ii. Plan and Method of approach to accomplish the Scope of Work.
 - iii. Work plan and task schedule to accomplish the required Scope of Work.
 - iv. Overall firm and staff projected workload.
 - v. Location of Office Performing the Work
 - vi. Anticipated City involvement for successful completion of the required Scope of Work.
 - b. **Firm's Experience/Similar Projects. (maximum 5 pages)**
 - i. Firm's list of Similar Projects completed within the last five (5) years.
 - c. **Staff's Capabilities and Assignments. (maximum 5 pages)**
 - i. Staff assignments for this project
 - ii. Resumes.
 - d. **References. (maximum 1 page)**
 - iii. References from 3 projects of similar size and scope. Must be completed projects. Must include project description and services performed, final cost and specific contact information including name, title, phone number, and address.



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9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance. The final list will consist of the top 3-5 scoring firms.
 - a. Project Understanding and Project Approach. (250 points)
 - b. Firm's Experience/Similar Projects. (250 points)
 - c. Staff's Capabilities and Assignments. (250 points)
 - d. References (200 points)
 - e. Conformance to Request for Proposals. (50 points)
11. **Interviews:** If interviews are needed, the final selection scoring will start over and be based on the presentation and interview scores only. The final list will consist of the top 3-5 scoring firms.
 - a. Presentation (500 points)
 - b. Interview Questions and Answers (500 points)
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
15. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
16. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
18. **Document Ownership:** Original design notes, and original tracings of the plans, as instruments of service shall remain the property of the Consultant. The Consultant shall provide the City with duplicate reproducible of original tracings on stable base (mylar) material, and two (2) sets of prints of the final tracings, without cost to the City. Final as-built plans will be on 4 mil, 24 x 36" double matte non-wash off photo mylar with no adhesive or sticky back attached. Original field notes (survey) and copy of design calculations and computer disc of the same shall be provided to the City.
19. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become



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the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

20. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
21. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
24. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission 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.
25. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require



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the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The 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 endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

26. Required Insurance Coverage:

a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant 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 the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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



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d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

27. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

28. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

29. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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.

c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

30. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.



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- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

31. Confidential Information:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

32. Identity Theft Prevention: The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

33. Confidentiality of Records: The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. 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 the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.



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34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.

Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

- a. The Consultant provides material that does not meet the specifications of the contract;
- b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.
37. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).



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b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.gov/accommodations.php>

38. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at

<http://www.peoriaaz.gov/content2.aspx?ID=2071>

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

- b. The specific protest procedures are contained in the Materials Management “Administrative Guidelines” and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the “Learn more About” box on the right side of the web page.



SCOPE OF WORK

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The City of Peoria is requesting engineering consulting services to provide trunk sewer rehabilitation on an on-call basis. Consulting services will include but not limited to the following:

- 1) Review video of defective pipe segments and provide a recommendation for repair/rehab.
- 2) Prepare plans and specifications for manhole to manhole pipeline rehabilitation projects.
- 3) Identify and obtain any necessary permits for the project.
- 4) Review and approve project submittals/shop drawings.
- 5) Provide minimal construction inspection services.
- 6) Review and approve liner sample test results provided by the contractor.
- 7) Review and approve post construction video provided by the contractor.
- 8) Prepare project record drawings per Chapter 7 of the City's Infrastructure Guidelines.

October 31, 2011

Ms. Jennifer Miller
City of Peoria
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Re: Proposal for Engineering Services for Pipe Line Repairs, Project No. UT00296

Dear Ms. Miller:

Dibble Engineering (Dibble) offers a team with local sanitary sewer rehabilitation experience to the City of Peoria for the Pipe Line Repairs. Since 1962, Dibble has built upon our reputation of providing quality engineering services. Our position as a leader in civil engineering is a result of cultural emphasis on developing and maintaining long-term relationships and trusted partnerships.

Dibble demonstrates this leadership in infrastructure rehabilitation by employing an in-house certified trainer of the National Association of Sanitary Sewer Companies (NASSCO) defect identification coding. This unique capability allows Dibble to ensure all staff assigned to your project are specifically trained in trenchless technology to perform quality work.

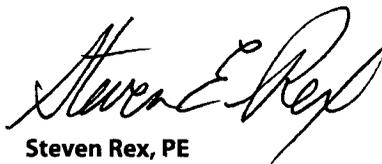
The Dibble Rehabilitation Team is very familiar with this project's requirements as well as the City's policies, procedures, and standards, enabling us to manage the work efficiently with minimal effort from the City. To further support your selection of Dibble, we offer a team that specializes in trenchless technologies. **Joe Graham, PE** as **Project Manager** leads the Dibble Team with more than 25 years of experience and is a Certified NASSCO Trainer for PACP and MACP condition assessments. Joe has authored technical specifications for trenchless pipe rehabilitation and is routinely invited by professional organizations to present on the topic of trenchless rehabilitation techniques. **Steven Rex, PE** serves as **Project Principal** offering 26 years of experience and specialized training in pipeline rehabilitation. **Peter Okopny** serves as **Construction Manager** and has more than 13 years of experience with installation of cured-in-place-pipe (CIPP) liner installation.

With a **combination of past successful pipe rehabilitation projects and working knowledge of system condition assessment and CIPP pipe rehabilitation**, we offer a **Dibble Team that will deliver a quality, timely, and value-added project**. We look forward to being your consultant of choice to assist the City in cost-effectively rehabilitating your sanitary sewer collection system.

Sincerely,
Dibble Engineering



Joe Graham, PE
Project Manager
Vice President



Steven Rex, PE
Project Principal
Chief Operations Officer

a. Project Understanding & Approach

i. Understanding of the Scope of Work

The City of Peoria (City) is rehabilitating trunk sanitary sewer pipes within multiple areas on an on-call basis. The engineering consulting services Dibble can provide are envisioned to be similar to those that we recently provided as part of your Group 5 Trunk Sewer rehabilitation. The work template used for design, permitting, and construction phase services provided a cost effective approach for renewal of deteriorated sanitary sewers within the City's collection system.

ii. Plan & Method of Approach

The City previously performed a condition assessment of the interior of your trunk sanitary sewer collection pipes. Structural defects were identified through visual observation of CCTV video and deteriorated pipes prioritized for repair. The City is now rehabilitating the trunk sewer pipes in multiple areas on an on-call basis. To minimize project costs, Dibble's NASSCO certified rehabilitation engineers will provide technical oversight of the prioritized pipes scheduled for rehabilitation to verify that CIPP technology is appropriate. As an added value service, our specialists will assist in organizing pipes into projects that minimize overall construction costs. Dibble will then provide the technical specification specifically tailored to the project, outlining the design parameters for CIPP lining manufacture and quality control testing required of the Contractor. Dibble will also provide technical review of the Contractor's CIPP submittal for conformance to project specifications to ensure installation conforms to liner manufacturer requirements and any unique on-site conditions. Once construction is complete, Dibble will provide as-built documents according to Peoria standards for permanent records.

iii. Work Plan & Task Schedule

Dibble will evaluate the interior condition of pipes from CCTV video provided by the City to verify CIPP liner installation is the appropriate trenchless rehabilitation technique to be utilized to repair the defects and provide technical specifications specifically for current on-site conditions. Dibble will develop design drawings depicting the area of repair using City provided aerial photography and GIS utility location information. Contract Documents will be submitted to the Maricopa County Environmental Services Department (MCESD) for approval and to obtain a Permit to Construct. Once the documents are finalized and approved by the City and MCESD, Dibble will deliver construction documents sealed by an Arizona registered professional engineer so that you can solicit costs from your Contractor on a Job Order Contract basis.

During construction, Dibble will assist the City with the technical review of project submittals received from the Contractor as requested. Dibble will provide limited on-site field inspection staff as requested to monitor the quality of the Contractor's performance during the installation of the CIPP liner and review laboratory quality control testing results to verify a quality product was installed. As-built records will be developed and submitted for your records according to Chapter 7 of the *City Infrastructure Guidelines*.

The work template developed to successfully implement this plan is as follows:



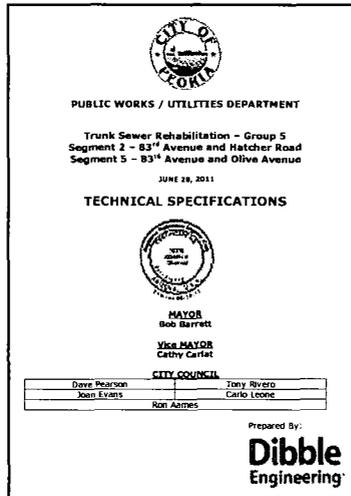
Figure 1. CCTV of Interior Pipe Condition

Review Video of Defective Pipe Segments & Provide Recommendations for Repair/ Rehabilitation

Dibble staff is trained and certified by the National Association of Sanitary Service Companies (NASSCO) through their Pipeline Assessment Certification Program (PACP) to accurately evaluate defects within existing sanitary sewer pipe. Dibble will review the CCTV video provided by the City such as shown in Figure 1, to independently verify the interior pipe condition and develop recommendations for Technical Specifications appropriate for proper trenchless rehabilitation.

To potentially reduce project cost, Dibble will review previously developed condition assessment reports to identify any deteriorated pipes within close proximity to make recommendations for incorporation and the elimination of remobilization costs back

to an area to set up by-pass pumps and to repair other pipe defects in the future. This will save money and minimize disruption to the general public.



Prepare plans and specifications for manhole to manhole pipeline rehabilitation projects: Dibble will prepare engineering Design Drawings and Technical Specifications, similar to previous City rehabilitation projects, as shown in Figure 2. Design drawings will depict overhead plan view of the area from manhole to manhole utilizing photographic aerial images with utility locations obtained from the City’s GIS system overlain on them.

Technical Specifications will be developed that outline the work to be performed and installation requirements of CIPP, such as Section 02760 – CIPP Lining of Existing Sewers. Liner thickness design parameters will be clearly stated for the Contractor’s use in manufacturing liner materials that withstand site specific conditions and loadings.

Dibble will provide recommendations and guidance to the City for the design elements that impact the manufacture of pipe rehabilitation liner, including the following:

Figure 2. Technical Specifications ■ Minimum Liner Wall Thickness

- Liner Resin Structural Properties (Polyester, Vinylester, or Epoxy)
 - Flexural strength
 - Resin flexural modulus
 - 50-year flexural creep modulus
- Site Specific Design Components
 - Depth of bury
 - Modulus of soil reaction, E'
 - Unit weight of soil
 - Minimum pipe ovality
 - Assumed groundwater level
 - Anticipated surface loading
 - Required safety factor

The Design Drawings and Technical Specifications will be submitted to the City at the 90% and 100% final completion milestones for review. Construction documents submitted as part of the 90% submittal will be sealed by a Professional Engineer licensed in the State of Arizona and stamped “FOR AGENCY REVIEW ONLY – NOT FOR CONSTRUCTION”. Copies will be provided to the City’s Project Manager to distribute to other City staff to solicit review comments. Review comments will be incorporated into the Final (100% Complete) Design Drawings and professionally sealed.

Dibble conducts independent quality control reviews of all deliverables and project elements for consistency, clarity, and constructibility by in-house senior staff prior to the submittal to the City to minimize review effort. With our CIPP rehabilitation experience and knowledge of the City’s plan review process and requirements, the review comments have been minimal on all previous projects assigned to us.

Identify & Obtain Necessary Permits

Dibble will identify and obtain all necessary permits to complete this work including the MCESD. Construction Documents and Hydraulic Analysis Memorandum, accompanied by an application for Approval to Construct and appropriate review fee, will be submitted to MCESD’s, Susan Hazelett, PE, for review and approval. Dibble will incorporate MCESD’s comments into the Design Drawings and Technical Specifications as requested by the City. When coupling Dibble’s expertise in trenchless rehabilitation design with our familiarity with MCESD permitting

requirements, few plan modifications have been requested to our designs. Typically Applications to Construct are signed within one week.

Following construction completion, the Contractor shall submit the pipe liner quality control test results obtained from their independent structural testing laboratory. Per MCESD requirements, testing data will be submitted along with the cover sheet of the record drawings to MCESD to issue the certificate of Approval of Construction.

Review & Approve Submittals/Shop Drawings

Dibble will assist the City in reviewing submittals and shop drawings received from the Contractor. In particular, Dibble will review and evaluate the submittal outlining the proposed CIPP rehabilitation materials, liner thickness and resin chemical resistance. Our design engineer will independently calculate liner thickness to compare with the Contractor’s proposed materials. As a project cost savings measure, the City typically reviews construction submittals for items that are normally covered by MAG. Dibble can assist the City with these as requested.

Provide Limited Construction Inspection Services

Dibble will provide quality control services during the course of construction as requested by the City to ensure the overall technical correctness of the construction and specified installation procedures are adhered to. The Resident Project Inspector can maintain a presence at the project site to examine materials, equipment, and workmanship. Dibble will endeavor to guard the City against defects and deficiencies in such work and will disapprove or reject any observed work failing to conform to the Contract Documents.

Typical tasks to be completed by Dibble’s on-site inspection staff are:

- **Quality Control Inspection:** Conduct on-site inspection of the work in progress to verify the work completed conforms to the construction documents. The inspector will monitor the liner installation.
- **Daily Observation Reports:** Prepare construction observation reports that document in detail the liner installation parameters such as air pressure used for inversion and inflation, water temperature used for curing the liner, the rate of temperature rise and fall, along with the duration the liner cured at each temperature interval. Also included in the inspector’s daily report are general observations of work performed, major construction equipment on-site, weather conditions, daily activities, decisions, and directions given to the Contractor.
- **Photographic Documentation:** The on-site inspector will take and maintain digital color photographic files that showcase the progress of construction activities. The photographs will be labeled with the subject of the photo and the date taken. Photographs will be stored in subdirectories that are organized by specific construction areas.
- **Report to City:** A written report will be generated whenever we believe that observed work is unsatisfactory, faulty or defective, does not meet the requirements of the Contract Documents, or has been damaged prior to final payment. The report will advise the City when it is believed that work should be corrected or rejected, re-video for further investigation, or special testing recommended for approval.
- **Review and Approve Contractor’s Liner Sample Test Results.** Dibble will review and interpret the quality control test data submitted by the Contractor from an independent third party testing laboratory. The sample tests will demonstrate the installed strength and thickness of the liner. Results will be compared to the design parameter stated in the project Technical Specifications to determine adequacy of installation.
- **Review and Approve Contractor’s Post Construction Video:** Dibble will review CCTV videos taken by the Contractor, both before and after the liner installation, as depicted in Figure 2 - Post CCTV inspection video. Dibble will notify the City of unacceptable pipe preparation efforts or substandard work product that is observed on the videos. Dibble will coordinate the repair of any defect in the liner with the Contractor. Dibble will also monitor and document the Contractor’s corrective action. Following notice from the Contractor, Dibble will assist the City in

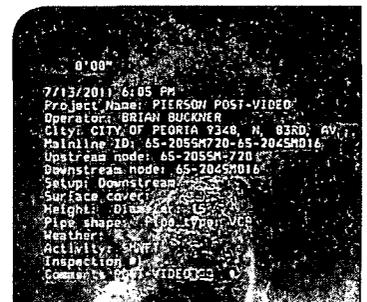


Figure 2. Post CCTV Inspection Video

conducting a final inspection to determine if the project is complete in accordance with the Construction Documents. Dibble will assist the City in development of punch list repair items if necessary.

- **Prepare Project Record Drawings per Chapter 7 of the City's Infrastructure Guidelines:** Dibble will prepare as-built record drawings depicting all pipes that were rehabilitated. Record drawings will document information such as the installed liner thickness, final internal pipe diameter, and liner length. As-built records will be stored and delivered to the City in accordance with Chapter 7 of the *City of Peoria Infrastructure Guidelines*.

As-built drawings will be professionally sealed by the project Engineer of Record. Final sealed drawings shall contain the original signatures in the approval block with as-built CAD drawing files stored on a DVD disk in TIFF format, 300 dpi. Files will be named starting with 001.TIF and continuing sequentially.

The record drawings shall be available to the City within 30 days of receipt of all data in its entirety from the Contractor.

iv. Firm & Staff Project Workload

Dibble staff assigned to this contract have sufficient availability to effectively complete any assignments that we receive. Their current workload is shown below:

Project Description	Percent Complete	Steven Rex	Joe Graham	Peter Okopny	Melanie Sikes	Kevin Leffingwell
Scottsdale Small Diameter Rehabilitation	50%	2%	5%	30%	0%	50%
Phoenix Small Diameter Rehabilitation	99%	0%	2%	5%	0%	0%
Phoenix PVC-Lined Concrete	99%	0%	2%	5%	0%	0%
Avondale Junction Structure Rehabilitation	90%	2%	10%	5%	5%	0%

v. Location of Office Performing Work

All work for this contract will be performed at Dibble's Phoenix office, which is located at 7500 North Dreamy Draw Drive, Suite 200.

vi. Anticipated City Involvement

Dibble will need the City to provide a list of pipes to be rehabilitated and GIS utility mapping and aerial photographs of the project area. We will also request City review at the 90% stage and final approval of the contract documents.

b. Firm's Experience/Similar Projects

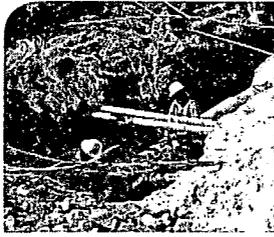
The proper operation of a sanitary sewer system is imperative to the long term growth and prosperity of a community. Economic strength is directly tied to infrastructure that is normally buried out-of-sight, out-of-mind. It is Dibble's intent to assist Peoria in managing the risks associated with aging infrastructure to enhance the confidence of system managers that the collection system piping will perform as needed.

Dibble's experience with assisting communities to manage the risks associated with buried infrastructure is highlighted below. We encourage Peoria to contact the managers of these projects to verify that we upheld our Vision, "To be a Leader in Creating Sustainable Engineering Solutions to an Ever Changing World". Dibble has successfully designed and provided construction oversight for the following projects.



City of Peoria: Group 5 Trunk Sewer Rehabilitation

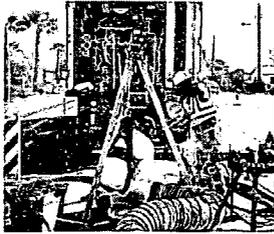
Dibble developed design drawings and technical specifications; obtained the MCESD permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipes in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed with the City's Job Order Contractor, Pierson Construction. **Reference:** Daniel Kiel, City of Peoria Associate Engineer, 623.412.7200.



City of Peoria: Scotland Avenue 12-inch Waterline

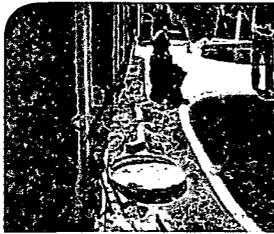
Dibble provided engineering design of approximately 1,000 linear feet of 12-inch waterline from the Cortez Well to Cortez Reservoir. The alignment is from the Cortez Well, located at Scotland Avenue and Mobile Avenue and then west along Scotland Avenue to 93rd Avenue, and then south to the Cortez Reservoir at the southwest corner of Cortez Street and 93rd Avenue. The project required coordination with the Scotland Yard Park and with Salt River Project for construction of the Cortez Well; a shared SRP and City well, which was constructed under the JOC method. **Reference:** Nick Mason, Quest Civil Constructors Client

Project Manager, 623.581.9700.



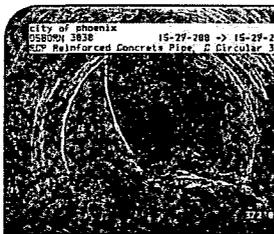
City of Phoenix: 2004-2011 Small Diameter Sanitary Sewer Rehabilitation Program

Since 2004, Dibble has provided consulting services to assist the City of Phoenix in rehabilitating small diameter sanitary sewers (8-inch through 14-inch diameter) utilizing trenchless CIPP construction technologies with technical specifications developed by Dibble. The rehabilitation method performed by the contractor was CIPP installed utilizing both the inversion and winch method for liner installation. Our NASSCO-certified engineers and field technicians provided construction management along with Quality Assurance monitoring during liner installation. The program has rehabilitated more than 500,000 linear feet of 8-inch to 12-inch diameter sanitary sewer pipes during the last five years at just over \$17.8 million. **Reference:** Simon Amavisca, City of Phoenix Project Manager, 602.262.7517.



City of Scottsdale: 2008-2011 Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation

Dibble has performed on-site installation quality control monitoring for the City of Scottsdale since 2008 for the rehabilitation of approximately 110,000 linear feet of small diameter sanitary sewer pipes and associated lateral seals located in busy streets and residential backyard easements with a construction cost of approximately \$10 million. Technical specifications were developed for use of ultraviolet light cured-in-place pipe (UV-CIPP) and steam cured CIPP technology to rehabilitate the 8-, 10-, and 12-inch diameter sanitary sewer pipe. Dibble's NASSCO certified engineers and field technicians documented the repair of structural defects and elimination of root intrusion within the existing collection system at considerably less cost than conventional open cut pipe replacement methods. The trenchless rehabilitation approach allowed construction to occur with minimal social impacts to residents, adjacent schools, commercial business, residential neighborhoods, and the traveling public. **Reference:** Chris Perkins, City of Scottsdale Project Manager, 480.312.7845.



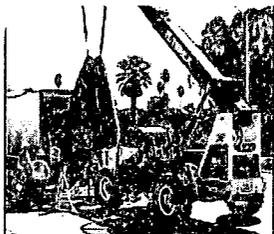
City of Phoenix: Sanitary Sewer Condition Assessment of PVC-lined Concrete Pipe & Manholes

Dibble performed a condition assessment of the interior condition of PVC-lined concrete pipe within the City of Phoenix's large diameter sanitary sewer collection system. Approximately eight miles of pipe, ranging in size from 66 to 30 inches in diameter, was assessed. A panoramic, 360-degree closed circuit television camera was utilized to produce a digital rendition of the pipe interior to identify PVC lining defects. Dibble's NASSCO-certified engineers and field technicians performed the remote visual condition assessment and developed cost effective approaches for the rehabilitation of the pipe utilizing trenchless technologies. **Reference:** Andy Terry, City of Phoenix Project Manager, 602.256.3433.



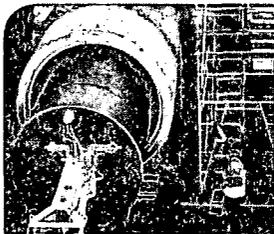
City of Phoenix: PVC Lined Sanitary Sewer Pipe and Manhole Rehabilitation

Dibble developed design drawings and performed on-site construction quality assurance during the trenchless rehabilitation of part of the large diameter sanitary sewer collection system within the City of Phoenix. Approximately 1.3 miles of PVC lined concrete pipe, ranging in size from 36 to 66 inches in diameter, and 23 access manholes were rehabilitated. Dibble's NASSCO-certified engineers and field technicians provided construction administration and inspection for the repair of the defects in the existing PVC lining at considerably less cost than other trenchless rehabilitation technologies. Access manhole interiors were grit blast cleaned and re-coated with trowel applied epoxy. The innovative design allowed construction to occur with minimal impacts to adjacent schools, commercial business, residential neighborhoods and the traveling public. **Reference:** Earon Shepard, City of Phoenix Project Manager, 602.485.5660.



City of Phoenix: Unlined Concrete Sewer Rehabilitation Design and Construction of C1 through C4

Dibble performed a condition assessment and design for rehabilitating specific areas within City of Phoenix sanitary sewer system. The areas are located on 23rd, 24th, and 7th Avenues and Osborn Road with a total length of 4.5 miles. A detailed condition assessment of 57 manholes/structures and sanitary sewer pipe, ranging from 54 to 24 inches in diameter, was performed utilizing CCTV and field inspections. Information collected from the assessments was incorporated into the design and specifications that were tailored for CIPP rehabilitation. This project was delivered using the CM@Risk delivery method. **Reference:** Simon Amavisca, City of Phoenix Project Manager, 602.262.7517.

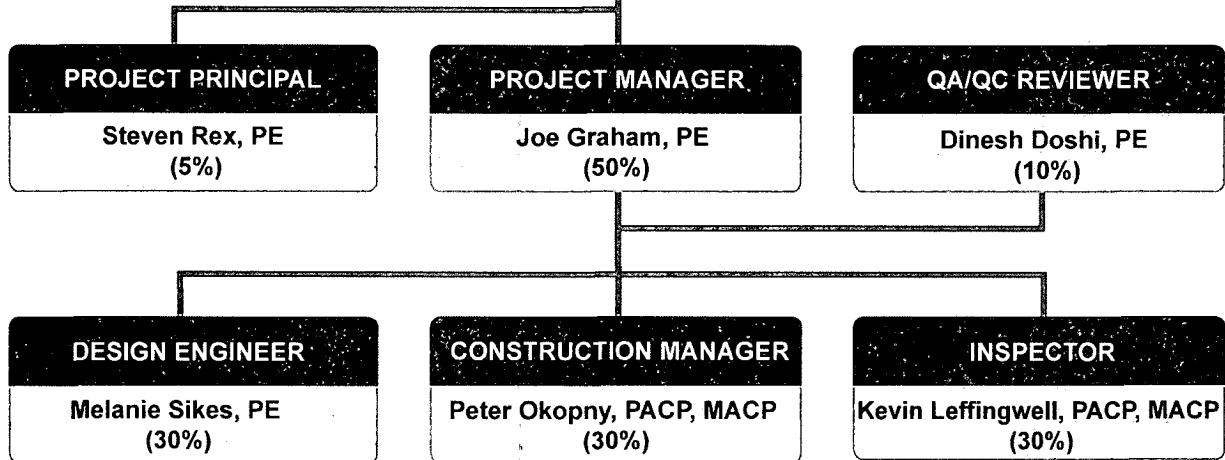


City of Phoenix: Val Vista Water Transmission Main Rehabilitation, Phase 2B

Dibble was responsible for the design and construction inspection for the slip line rehabilitation of 6.5 miles of 96-inch diameter pre-stressed concrete cylinder pipe. The section of transmission pipeline traversed through the City of Mesa neighborhoods and commercial developments, requiring significant public relations and coordination. Dibble provided a three dimensional (3-D) geometric image of a portion of the interior of the 96-inch diameter water transmission main, to assist in the City of Phoenix Val Vista Water Transmission Main slip-line rehabilitation project, utilizing state-of-the-art pulsed laser equipment. The project acquired a 3-D integrated point cloud to analyze existing insitu pipeline characteristics for detection of pipe wall deformations, cross sectional insitu geometry, and deviations in longitudinal alignment to minimize risks associated with the installation of steel cylinders for slip-line trenchless rehabilitation techniques prior to the start of construction. The project team customized traditional surface feature scan techniques and adapted the procedures and equipment for use in a subterranean pipeline environment. A combination of conventional traverse survey and the scanning results were utilized as a means of assessing value engineering and risk management when utilizing slip lining for trenchless transmission main rehabilitation projects. **Reference:** Brandy Kelso, City of Phoenix Project Manager, 602.495.7676.

c. Staff's Capabilities & Assignments

The Dibble Team has experience in pipe and manhole assessment and design and construction phase services for the rehabilitation of sanitary sewers. Our engineers have local rehabilitation experience that complements their specialized training in condition assessment. Project Manager, Joe Graham, PE, and Peter Okopny, our pipeline and manhole assessment leaders are Certified by NASSCO for PACP and MACP. Team credentials are highlighted below and resumes are included at the end of this Statement of Qualifications.



Joe Graham, PE - Project Manager

Joe is the main point-of-contact for the City and will lead the team for the system assessment. He has more than 25 years of experience in the assessment, design, and construction of municipal wastewater and rehabilitation projects. His multi-agency and public coordination experience allows him to lead the team to make this project a success.

Joe is certified by NASSCO as a trainer of both PACP and MACP for the assessment of sanitary sewers. This unique certification displays Joe's in-depth understanding of current practices and proper utilization of trenchless technologies.

Joe will ensure that the City's needs are met in a timely and cost-effective manner. He understands the importance of communication and remaining responsive and available to the City to provide a successful project through both the risk/condition assessment and rehabilitation recommendations. Joe will work closely with you to ensure the project stays on track and meets the City's specific requirements.

Steven Rex, PE - Project Principal

Steven has 26 years of experience providing consulting engineering services to public entities and serves as the Project Principal. He has worked with the City on previous projects and is very familiar with the City's requirements, procedures, and standards. His proven experience will ensure smooth, predictable project performance. In the capacity of Project Principal and Chief Operations Officer at Dibble, *Steven has the authority to ensure that adequate personnel and resources are applied to this project.*

Dinesh Doshi, PE - QA/QC Reviewer

Dinesh, who has 38 years of experience in civil and industrial engineering, will ensure that the project deliverables are complete and accurate prior to submittal to the City of Peoria. His expertise has been demonstrated on public and private projects in the fields of water, wastewater, utilities, drainage, flood control, hydraulics, hydrology, airport infrastructure, bridges, environmental, and industrial projects. Dinesh reviews all pipe rehabilitation projects for consistency and constructability prior to delivery to the City.

Peter Okopny, PACP, MACP - Construction Manager

Peter brings 13 years of construction engineering experience to the Dibble Team. He has completed numerous multi-million dollar projects, many specifically relating to sewer rehabilitation, including working as a Project Manager for a company that installed over \$18 million worth of sewer rehabilitation projects for the City of Phoenix for pipe ranging from 8 to 14 inches in diameter and \$10 million for the City of Scottsdale Rehabilitation Program. Through projects like these, Peter understands the intricacies of pipe rehabilitation such as liner design and installation techniques, traffic control plans/permits, and public awareness/involvement. Peter has completed special training and is certified by NASSCO for PACP and MACP. ***Peter will manage the Team's field technicians and will conduct the field inspections and assist with the rehabilitation recommendations.***

Melanie Sikes, PE - Design Engineer

Melanie has seven years of civil engineering experience with a specific focus in the water and wastewater arena. Her experience includes sanitary sewer pipe rehabilitation, sewage lift stations, gravity sanitary sewer systems, municipal water supply wells, reservoirs, wellhead treatment, water distribution and transmission systems, gas lines, and storm water conveyance and detention systems. ***Melanie will serve as the design engineer for this project.***

Kevin Leffingwell, PACP, MACP - Inspector

Kevin brings five years of construction experience to the Dibble Team. His experience includes administration functions, field inspection for various construction activities, and project safety for construction operations. Kevin's project experience included both the City of Phoenix and City of Scottsdale Small Diameter Sewer Rehabilitation Programs using CIPP technology. As field quality assurance technician, Kevin understands the intricacies of pipe rehabilitation such as installation techniques, traffic control plans/permits, and public awareness/involvement. His field experience coupled with his training in NASSCO Pipeline and Manhole Assessment Certification Program qualifies him to perform his duties. ***Kevin will provide inspection services for the pipe line repair.***

d. References

City of Peoria: Group 5 Trunk Sewer Rehabilitation

Description: Dibble developed design drawings and specifications; obtained the MCESD permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract.

Dates of Service: 5/11 - 7/11

Final Design Cost: \$17,900

Contact Name: Daniel Kiel

Title: Associate Engineer, City of Peoria

Phone Number: 623.773.7982

Address: 8401 W. Monroe Street, Peoria, AZ 85345

City of Scottsdale: 2008-2011 Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation Program

Description: Dibble performed on-site installation quality control monitoring for the City of Scottsdale during the rehabilitation of small diameter sanitary sewer pipes and associated lateral seals located in residential backyard easements since 2007. Technical specifications were developed for use of UV-CIPP and CIPP technology to rehabilitate the 8-, 10-, and 12-inch diameter sanitary sewer pipe. Dibble's NASSCO-certified engineers and field technicians documented the repair of structural defects and elimination of root intrusion within the existing collection system at considerably less cost than conventional open cut pipe replacement methods. The trenchless rehabilitation approach allowed construction to occur with minimal impacts to residents, adjacent schools, commercial business, residential neighborhoods and the general traveling public.

Dates of Service: 3/08 - current

Final Construction Cost: \$10 million

Contact Name: Chris Perkins

Title: Project Manager, City of Scottsdale

Phone Number: 480.312.7845

Address: 7447 E. Indian School Road, Suite 205, Scottsdale, AZ 85251

City of Phoenix: 2004-2011 Small Diameter Sanitary Sewer Rehabilitation Program

Description: Since 2004, Dibble has provided consulting services to assist the City of Phoenix in rehabilitating small diameter sanitary sewers (8-inch through 14-inch diameter) utilizing trenchless construction technologies with technical specifications developed by Dibble. The rehabilitation method performed by the contractor was CIPP installed utilizing both the inversion and wench method for lining installation. Our NASSCO-certified engineers and field technicians provided construction management along with Quality Assurance monitoring during liner installation. The program has rehabilitated over 500,000 linear feet of 8-inch to 12-inch diameter sanitary sewer pipes during the last five years at just over \$17.8 million.

Dates of Service: 4/04 - current

Final Construction Cost: \$18 million

Contact Name: Steve Fernandez

Title: Civil Engineer II, City of Phoenix

Phone Number: 602.495.0724

Address: 200 W. Washington Street, 8th Floor, Phoenix, AZ 85003

Joe is the main point-of-contact for the City and will lead the team for both the assessment and the rehabilitation recommendations. He has more than 25 years of experience in the assessment, design, and construction of municipal wastewater and rehabilitation projects. His multi-agency and public coordination experience allows him to lead the team to make this project a success for the City. Joe is certified by NASSCO as a trainer of both PACP and MACP for the rehabilitation of sanitary sewers. This unique certification displays His in-depth understanding of current assessment practices and proper utilization of trenchless technologies.

Joe will ensure that the City's needs are met in a timely and cost-effective manner. He understands the importance of communication and remaining responsive and available to the City to provide a successful project through both the risk/condition assessment and rehabilitation recommendations. Joe will work closely with you to ensure the project stays on track and meets the City's specific requirements. Joe also attends regular trade shows and training sessions on municipal sewer and water trenchless technologies as a guest speaker to remain abreast of the latest rehabilitation advancements. This training and hands-on field experience allows him to effectively complete this project.

City of Peoria: Group 5 Trunk Sewer Rehabilitation. Joe served as the Project Principal for the design drawings and specifications; obtained the Maricopa County Environmental Service Department permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract with Pierson Construction.

City of Phoenix: 2004 through Current Small Diameter Sanitary Sewer Rehabilitation Program using Cured-in-Place Pipe. Joe served as Project Manager for on-site installation quality control monitoring for the City of Phoenix during the rehabilitation of approximately 95 miles of 8-, 10-, and 12-inch diameter sanitary sewer pipes. The trenchless technology rehabilitated the collection system piping at considerably less cost than conventional open cut pipe replacement methods.

City of Scottsdale: 2008 through Current - Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation Program. Joe served as Project Manager for on-site installation quality control monitoring for the City of Scottsdale during the rehabilitation of approximately 110,000 linear feet of small diameter sanitary sewer pipes and associated lateral seals located in residential backyard easements. Technical specifications were developed for use of UV-CIPP and CIPP technology to rehabilitate the 8-inch, 10-, and 12-inch diameter sanitary sewer pipe.

City of Phoenix: Sanitary Sewer Condition Assessment of PVC-lined Concrete Pipe & Manholes. Joe served as Project Manager for a condition assessment of the interior condition of PVC-lined concrete pipe within the City of Phoenix's large diameter sanitary sewer collection system. Approximately eight miles of pipe, ranging in size from 66 to 30 inches in diameter, was assessed. A panoramic, 360-degree closed circuit television camera was utilized to produce a digital rendition of the pipe interior to identify PVC lining defects.



Joe Graham, PE Project Manager

Company Title

Infrastructure Rehabilitation Practice Leader

Education

B.S., Civil Engineering, University of Wyoming, 1986

Registrations

Arizona, Professional Engineer, No. 36376

Wyoming, Professional Engineer, No. 8293

Certifications

Trainer of NASSCO Pipeline Assessment and Certification Program (PACP and MACP), 2003, No. T-307-523

Affiliations

AZ Water

National Assoc. of Sanitary Services Co.'s

North American of Society for Trenchless Technologies

Steven has 26 years of experience providing consulting engineering services to public entities and serves as the Chief Operations Officer at Dibble. He has worked with the City on previous projects and is very familiar with the City's requirements, procedures, and standards. His proven experience will ensure smooth, predictable project performance. In the capacity of Project Principal, **Steve has the authority to ensure that adequate personnel and resources are applied to this project.**

City of Peoria: Group 5 Trunk Sewer Rehabilitation. Steve served as the Project Principal for the design drawings and specifications; obtained the Maricopa County Environmental Service Department permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract with Pierson Construction.

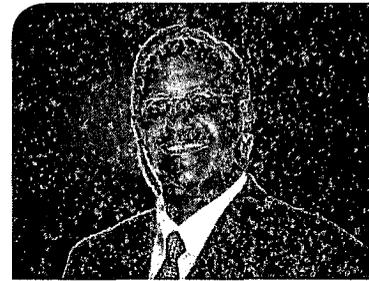
City of Phoenix: Sanitary Sewer Condition Assessment of PVC-lined Concrete Pipe & Manholes. Steve served as Project Principal for a condition assessment of the interior condition of PVC-lined concrete pipe within the City of Phoenix's large diameter sanitary sewer collection system. Approximately eight miles of pipe, ranging in size from 66 to 30 inches in diameter, was assessed. A panoramic, 360-degree closed circuit television camera was utilized to produce a digital rendition of the pipe interior to identify PVC lining defects.

City of Phoenix: 2004 through Current Small Diameter Sanitary Sewer Rehabilitation Program using Cured-in-Place Pipe. Steve served as Project Principal for on-site installation quality control monitoring for the City of Phoenix during the rehabilitation of approximately 95 miles of 8-, 10-, and 12-inch diameter sanitary sewer pipes. The trenchless technology rehabilitated the collection system piping at considerably less cost than conventional open cut pipe replacement methods.

City of Scottsdale: 2008 through Current Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation Program. Steve served as Project Principal for on-site installation quality control monitoring for the City of Scottsdale during the rehabilitation of approximately 7,700 linear feet of small diameter sanitary sewer pipes and associated lateral seals located in residential backyard easements. Technical specifications were developed for use of UV-CIPP and CIPP technology to rehabilitate the 8-inch, 10-, and 12-inch diameter sanitary sewer pipe.

City of Phoenix: PVC Lined Sanitary Sewer Pipe and Manhole Rehabilitation. Steve served as Project Principal for creation of design drawings and on-site construction quality assurance for the trenchless rehabilitation of part of the City of Phoenix's large diameter sanitary sewer collection system. Approximately 1.3 miles of PVC lined concrete pipe, ranging in size from 6 to 30 inches in diameter, and 23 access manholes were rehabilitated.

City of Phoenix: Unlined Concrete Sewer Rehabilitation Design and Construction of C1 through C4. Steve served as Project Principal for a condition assessment and design for a detailed condition assessment of 57 manholes/structures and sanitary sewer pipe, ranging from 54- to 24-inch diameter, was performed utilizing CCTV and field inspections. Information collected from the assessments was incorporated into the design and specifications that were tailored for cured-in-place pipe (CIPP) rehabilitation.



Steven Rex, PE Project Principal

Company Title

Chief Operations Officer

Education

BS, Civil Engineering, University of Wyoming, 1984

Registrations

Arizona, Professional Engineer, No. 24019

Affiliations

American Council of Engineering Companies

American Public Works Association

American Society of Civil Engineers

AZ Water

Association of AE Business Leaders

Dinesh, who has 38 years of experience in civil and industrial engineering, will ensure that the project deliverables are complete and accurate prior to submittal to the City of Peoria. His expertise has been demonstrated on public and private projects in the fields of water, wastewater, utilities, drainage, flood control, hydraulics, hydrology, airport infrastructure, bridges, environmental, and industrial projects.

City of Peoria: Group 5 Trunk Sewer Rehabilitation. Dinesh served as the QA/QC Reviewer for the design drawings and specifications; obtained the Maricopa County Environmental Service Department permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract with Pierson Construction.

City of Peoria: Scotland Avenue 12-inch Waterline. Dinesh served as QA/QC Reviewer for the design of approximately 1,000 linear feet of 12-inch waterline from the Cortez Well to Cortez Reservoir. The alignment is from the Cortez Well, located at Scotland Avenue and Mobile Avenue and then west along Scotland Avenue to 93rd Avenue, and then south to the Cortez Reservoir at the southwest corner of Cortez Street and 93rd Avenue. The project required coordination with the Scotland Yard Park and with Salt River Project for construction of the Cortez Well; a shared SRP and City well, which was constructed under the JOC method.

City of Scottsdale: 2008 through Current Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation Program. Dinesh served as QA/QC Reviewer for on-site installation quality control monitoring for the City of Scottsdale during the rehabilitation of approximately 110,000 linear feet of small diameter sanitary sewer pipes and associated lateral seals located in residential backyard easements. Technical specifications were developed for use of UV-CIPP and CIPP technology to rehabilitate the 8-inch, 10-, and 12-inch diameter sanitary sewer pipe.

City of Phoenix: 2004 to Current Small Diameter Sanitary Sewer Rehabilitation Program using Cured-in-Place Pipe. Dinesh served as QA/QC Reviewer for on-site installation quality control monitoring for the City of Phoenix during the rehabilitation of approximately 95 miles of 8-, 10-, and 12-inch diameter sanitary sewer pipes. The trenchless technology rehabilitated the collection system piping at considerably less cost than conventional open cut pipe replacement methods.

City of Phoenix: Sanitary Sewer Condition Assessment of PVC-lined Concrete Pipe & Manholes. Dinesh served as QA/QC Reviewer for a condition assessment of the interior condition of PVC-lined concrete pipe within the City of Phoenix's large diameter sanitary sewer collection system. Approximately eight miles of pipe, ranging in size from 66 to 30 inches in diameter, was assessed. A panoramic, 360-degree closed circuit television camera was utilized to produce a digital rendition of the pipe interior to identify PVC lining defects.



Dinesh Doshi, PE
QA/QC Reviewer

Company Title

Quality Improvement Manager

Education

MS, Civil, Structural, Water Resources & Sanitary Engineering, Brigham Young University, 1972

BS, Civil Engineering, Bombay University, 1970

Registrations

Arizona, Professional Engineer, No. 40051

Affiliations

AZ Water

Peter brings 13 years of construction engineering experience to the Dibble Team. He has completed numerous multi-million dollar projects, many specifically relating to sewer rehabilitation, including working as a Project Manager for a company that installed over \$13 million worth of sewer rehabilitation projects for the City of Phoenix for pipe ranging from 8 to 30 inches in diameter. Through projects like these, Peter understands the intricacies of pipeline rehabilitation such as liner design and installation techniques, traffic control plans/permits, and public awareness/involvement. Peter has completed special training and is certified by NASSCO for PACP and MACP. ***During the assessment phase, Peter will conduct the assessment of the manholes and assist with the rehabilitation recommendations and he will manage the Dibble Team's field technicians.***

City of Peoria: Group 5 Trunk Sewer Rehabilitation. Peter served as the Project Manager for the design drawings and specifications; obtained the Maricopa County Environmental Service Department permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract with Pierson Construction.

City of Scottsdale: 2008 through Current Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation Program. Peter served as Field Project Manager for on-site installation quality control monitoring for the City of Scottsdale during the rehabilitation of approximately 110,000 linear feet of small diameter sanitary sewer pipes and associated lateral seals located in residential backyard easements. Technical specifications were developed for use of UV-CIPP and CIPP technology to rehabilitate the 8-inch, 10-, and 12-inch diameter sanitary sewer pipe.

City of Phoenix: 2008 Small Diameter Sanitary Sewer Rehabilitation using Cured-in-Place Pipe. Peter served as Field Project Manager for on-site installation quality control monitoring for the City of Phoenix during the rehabilitation of approximately 95 miles of 8-, 10-, and 12-inch diameter sanitary sewer pipes. The trenchless technology rehabilitated the collection system piping at considerably less cost than conventional open cut pipe replacement methods.

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City of Phoenix: PVC Lined Sanitary Sewer Pipe and Manhole Rehabilitation. Peter served as Field Project Manager for on-site construction quality assurance for the trenchless rehabilitation of part of the City of Phoenix's large diameter sanitary sewer collection system. Approximately 1.3 miles of PVC lined concrete pipe, ranging in size from 6 to 30 inches in diameter, and 23 access manholes were rehabilitated.



**Peter Okopny, PACP,
MACP
Construction Manager**

Company Title

Project Manager

Education

BS, Construction Engineering
Technology, New Jersey Institute of
Technology, 1997

Certifications

NASSCO Pipeline Assessment and
Certification Program (PACP)

NASSCO Manhole Assessment and
Certification Program (MACP)

Affiliations

AZ Water

Melanie has seven years of civil engineering experience with a specific focus in the water and wastewater arena. Her experience includes sanitary sewage lift stations, gravity sanitary sewer systems, infrastructure rehabilitation, municipal water supply wells, reservoirs, wellhead treatment, water distribution and transmission systems, gas lines, and storm water conveyance and detention systems.

City of Peoria: Group 5 Trunk Sewer Rehabilitation. Melanie served as the Project Engineer for the design drawings and specifications; obtained the Maricopa County Environmental Service Department permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract.

City of Phoenix: Val Vista Water Transmission Main Rehabilitation, Phase 2B. Melanie served as the Technician/Designer for the design and construction inspection for the slip line rehabilitation of 6.5 miles of 96-inch diameter pre-stressed concrete cylinder pipe. The project acquired a 3-D integrated point cloud to analyze existing insitu pipeline characteristics for detection of pipe wall deformations, cross sectional insitu geometry, and deviations in longitudinal alignment to minimize risks associated with the installation of steel cylinders for slip-line trenchless rehabilitation techniques prior to the start of construction.

Town of Queen Creek: Sossaman Road Roadway, Drainage and Sewer Improvements. Melanie served as Assistant Project Engineer for roadway and drainage concept development and sewer line design for Sossaman Road between Chandler Heights and Riggs Roads. The roadway concept is to improve the roadway to a five-lane urban section with intersection improvements at Chandler Heights and Sossaman Roads. The drainage design included retention basins at the Sossaman/Cloud Park and a storm drain channel from the park to Sonoqui Wash, north of Chandler Heights Road. The sewer line design extends from Sonoqui Wash to just south of Riggs Road and is the only portion of the project that was constructed. Survey, aerial mapping, geotechnical, street lighting, and landscaping design were also included. This project utilized the CM@Risk delivery method.

City of Goodyear: Transmission Pipelines. Under this Design-Build project, Melanie served as the Assistant Project Engineer for design and construction phase services for various water transmission and sanitary sewer pipelines. Water transmission facilities included raw waterlines transporting well water to the Site 11 Water Treatment Facility and potable water transmission pipelines. Sanitary sewer pipelines have included 15-inch collection sewers as well as a 36-inch interceptor sewer. Design phase services have included concept design development, utility coordination, topographic and control surveys, base mapping, final design and multi-agency permit coordination. Dibble has also provided construction phase support to the contractor and the City, including shop drawing review, responses to information requests, and as-built preparation.



Melanie Sikes, PE **Design Engineer**

Company Title

Project Engineer

Education

BS, Civil Engineering, Arizona State University, 2004

Registrations

Arizona, Professional Engineer, No. 49442

Affiliations

American Society of Civil Engineers

AZ Water

Arizona State University Engineering Alumni Association

Kevin brings 5 years of construction experience to the Dibble Team. His experience includes administration functions, field inspection for various construction activities, and project safety for construction operations. Kevin's project experience ranges from transportation projects to cured-in-place sanitary sewer rehabilitation. As field quality assurance technician for sewer line rehabilitation, Kevin understands the intricacies of pipeline rehabilitation such as installation techniques, traffic control plans/permits, and public awareness/involvement. His field experience coupled with his training in NASSCO Pipeline and Manhole Assessment Certification Program qualifies him to perform his duties.

City of Peoria: Group 5 Trunk Sewer Rehabilitation. Kevin served as the Rehabilitation Inspector for the design drawings and specifications; obtained the Maricopa County Environmental Service Department permit; and provided quality control and inspection services for the installation of a UV-CIPP liner into the interior of two 15-inch diameter sanitary sewer pipe in two separate locations at 83rd Avenue and Hatcher and 83rd Avenue and Olive. The work was completed under a Job Order Contract with Pierson Construction.

City of Scottsdale: Ultraviolet Light Cured-in-Place Pipe Small Diameter Sanitary Sewer Rehabilitation. Kevin served as Rehabilitation Inspector for on-site installation quality control monitoring for the City of Scottsdale during the rehabilitation of approximately 110,000 linear feet of small diameter sanitary sewer pipes and associated lateral seals located in residential backyard easements. Technical specifications were developed for use of UV-CIPP and CIPP technology to rehabilitate the 8-inch, 10-, and 12-inch diameter sanitary sewer pipe.

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**Kevin Leffingwell, PACP,
MACP
Inspector**

Company Title

Rehabilitation Inspector

Certifications

NASSCO Pipeline Assessment and Certification Program (PACP)

NASSCO Manhole Assessment and Certification Program (MACP)



QUESTIONNAIRE

Solicitation Number: P12-0020

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

Dibble takes no exception to the Terms, Conditions, or Scope of Work included in the Request for Statements of Qualifications.



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Solicitation Number: **P12-0020**

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at **(623) 773-7160** or via email at salestax@peoriaAZ.gov.

Dibble Engineering does not have a City of Peoria Business License, but will obtain one if required upon selection for this contract.



QUESTIONNAIRE

Solicitation Number: P12-0020

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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

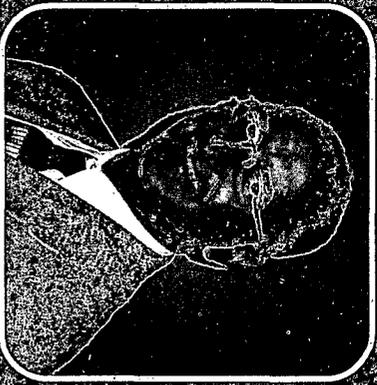


Interview for
Engineering Services for Pipe Line Repairs

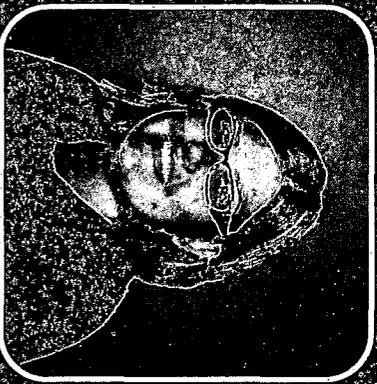
Project No. UT00296

November 23, 2011

Dibble
Engineering®



Joe Graham, PE
Project Manager



Melanie Sikes, PE
Design Engineer



Kevin Leftingwell
Inspector

Why Choose Dibble?

- Extensive rehabilitation experience
- Our personnel are specifically trained for trenchless technology
- Familiar with your procedures
- Local firm
- Immediate availability
- We want this contract