

ORIGINAL



City of Peoria, Arizona
Contract
for Professional Services



Request for Proposal No: P08-0070 Proposal Due Date: April 29, 2008
Services: Bridge/Culvert Maintenance & Management Program Proposal Time: 5:00 P.M. AZ Time
Purchasing Agent: Peggy Ferrin
Project No: Location: City of Peoria, Materials Management Phone: (623) 773-7780
Mailing Address: 8314 West Cinnabar Street, 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: _____

Telephone: 602.333.2200 Fax: 602.333.2333

Stanley Consultants, Inc.

Authorized Signature for Offer

Company Name

1661 East Camelback Road #400

Kenneth Feyen, P.E.

Address

Printed Name

Phoenix, Arizona 85016

PROJECT PRINCIPAL

City State Zip Code

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:

Mary Jo Kief, City Clerk

City of Peoria, Arizona.

Effective Date: 8/30/08

Approved as to form:

Stephen M. Kemp, City Attorney

CC: 9C 082608

Contract Number:
CON 16808

Contract Awarded Date: 8/29/08

Carl Swenson, City Manager



L

Official File: _____



INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Street
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

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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 11456.
 - 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, Consultant 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 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.

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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Consultant without prior written permission of the City and no delegation of any duty of Consultant shall be made without prior written permission of 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.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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:

- a. Last minute failure of office equipment is not force majeure.
- b. 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 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 Consultant as related to any contract held with the City.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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:
- Waive the non-conformance.
 - Stop the work immediately.
 - 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.
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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.~~



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Bridge/Culvert Maintenance and Management Program**.
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 90 (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price Term Indefinite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on the first day after award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty eight (48) months.
8. **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.
9. **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.
10. **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.
11. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

12. **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.
13. **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.
14. **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.
15. **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 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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

21. **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 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/or 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.

22. **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 00011093 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 20101093, and shall include coverage for Consultant's operations and products and completed operations.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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 00011293, 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.

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.

23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or 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.

24. **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.

25. **Independent Contractor:**



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.

26. **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.
- 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.

27. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.

28. **Confidential Information:**



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- 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.
29. **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.
30. **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 deliver 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.
31. **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.
32. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.

33. **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).
- 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>



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Scope of Work incorporates Statement of Interest and Qualifications Services for Bridge/Culvert Maintenance and Management Program P08-0070 and consists of the following appendixes.

APPENDIX

- A Statement of Qualifications
- B Proposal Submittal
- C Scope of Work
- D Fee Schedule
- E Updated Project Schedule
- F Identified Risks



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

APPENDIX A Statement of Qualifications

Solicitation Number: P08-0070
Request for Statement of Interest and Qualifications
Project Title: Bridge/Culvert Maintenance and Management Program

See attached



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Request for Statement of Interest and Qualifications Services for Engineering Consultant City of Peoria Bridge/Culvert Maintenance and Management Program

INTRODUCTION AND BACKGROUND

The City has an Intergovernmental Agreement (IGA) with ADOT to conduct inspections of the City's National Bridge Inventory (NBI) bridges, provide copies of the bridge inspection report documents, record updated bridge inspection data in the ADOT data base and transmit annually to the FHWA following the procedures of the National Bridge Inspection Standards (NBIS). The City utilizes the results of the ADOT inspection reports to program and carryout the recommended routine maintenance and repairs.

As a result of recent national events related to the condition of bridges, the City has identified a need for the development of a more formal Bridge Management System (BMS) to identify bridge/culvert assets, evaluate conditions, prioritization of maintenance actions; and rehabilitation and replacement projects and maximize expenditure of City funds.

Section I – Project Description

Project Description

The City of Peoria is seeking a qualified Consultant that will assist the City of Peoria's engineering staff with the completion of the City's public and private bridge asset inventory; development of a method for identifying and inventorying existing structures that meet the NBI bridge definition; inventory new structures resulting from development and Capital Improvements Projects (CIP) Projects; develop design guidelines for new structures, develop a structure naming convention and numbering system; inspecting structures not inspected by ADOT; evaluate and prioritize potential new bridge projects (routine maintenance, preventive maintenance, rehabilitation and replacement); predicting costs to perform short and long-term budgeting; and develop a policy and program to review and approve over-dimensional load permits. The Program must satisfy FHWA in the event all agencies responsible for bridge/culvert assets are required to have an operating BMS before Federal funds will be allocated for repair, rehabilitation, or replacement of bridges.

The term of any resultant contract shall commence upon award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein and may be extended for supplemental periods of up to a maximum of four additional years.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Project Schedule

Submitting firms are encouraged to provide a realistic schedule and/or time frame outline for the development and implementation of the various phases of the Bridge/Culvert Maintenance and Management program (BCMMP).

Project Budget

The City of Peoria's Capital Improvement Program identifies funding for this project and is estimated at \$200,000 per year for years 2008-2017. This funding is to be used for the development and implementation of the BCMMP and to write design guidelines for new structures.

Client Team

The Peoria Mayor and City Council collectively are the project client and as such authorize all project budgets and expenditures of capital budget. To represent the interests of the Mayor, Council, and City Management the City of Peoria has identified Ben Wilson and Geoffrey Zinnecker, to fill the Role of Project Managers and day to day contact for the development of implementation of the BCMMP.

As individual bridge/culvert routine maintenance, preventive maintenance, rehabilitation and replacement projects are recommended and prioritized by the program, the Public Works Department will schedule and complete the routine maintenance projects. The Engineering Department will submit the preventive maintenance, rehabilitation and replacement projects for consideration to be in the City's Capital Improvement Program (CIP). The Engineering Department will also assign a Project Manager for each bridge/culvert preventive maintenance, rehabilitation and replacement project included in the CIP.

Section II – Scope of Work

The consultant will assist the City in developing and implementing a BCMMP. This program is to identify bridge/culvert assets within the City that meet the National Bridge Inventory (NBI) bridge definition and allow the City to notify ADOT for regulatory and inspection purposes, conduct inspections of bridge/culverts not inspected by ADOT and satisfy FHWA in the event all agencies responsible for bridge/culvert assets are required to have an operating BMS before Federal funds will be allocated for repair, rehabilitation, or replacement of bridges.

The City of Peoria Bridge/Culvert Maintenance and Management Program: The vision of the final program that is to be developed will consist of 4 separate phases to complete the establishment of a BMS; Phase 1 – Bridge/Culvert Inventory and Condition, Phase 2 – Bridge/Culvert BMS Implementation Assistance, Phase 3 – Develop design guidelines for new structures and Phase 4 - Develop a policy and program to review and approve over-dimensional load permits.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PHASE 1 – BRIDGE/CULVERT INVENTORY AND CONDITION

The successful firm will have experience and knowledge to perform the following:

- Schedule and conduct monthly progress meetings. The consultant shall coordinate with the Project Manager to identify project stakeholders, inviting stakeholders to meetings, preparing agendas, preparing meeting minutes, preparing and updating project schedules.
- Meet with FHWA, MAG and ADOT representatives with the City project manager to determine feasibility and procedure for federal reimbursement for setting up a BMS.
- Data collection; including researching City, ADOT and County records, to capture design data, inspections, and maintenance records.
- Scanning data into electronic files or producing electronic files of data collected. Data will be stored in the City's document management system.
- Field inspections. The consultant shall review the bridge/culvert information provided by the City, meet with the project manager and conduct field investigations throughout the City, as needed, to identify any existing public or private bridges/culverts that meet the NBI bridge definition and have not been previously included in the Bridge/Culvert Asset inventory.
- The consultant shall meet with the project manager to review and discuss any existing bridge/culverts identified as meeting the NBI bridge definition and have not been included in the City's bridge/culvert asset inventory.
- The consultant shall conduct in-service inspections per the NBIS and perform load ratings and sufficiency ratings on bridge/culvert assets not yet inspected by ADOT.
- Following the meeting with the project manager, the consultant shall visit each bridge/culvert site and collect data, such as; photographs and measurements.
- The consultant shall meet with the project manager to discuss the organization of the data to be scanned in to the project files (e.g. bridge location, name and number).
- The consultant shall meet with the project manager and assist with "filling out" the necessary application(s) to ensure the identified bridge/culverts are input in the ADOT system
- The consultant shall meet with the project manager to re-name the bridges, as needed, to assign them names that reference their locations.
- The consultant shall locate all assets on a field map and meet with the project manager and City GIS staff to incorporate into a GIS layer.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PHASE 2 – BRIDGE/CULVERT BMS IMPLEMENTATION ASSISTANCE

- Develop a process to identify, estimate, rank, and prioritize needed bridge/culvert improvements (preventive maintenance, rehabilitation and replacement) for consideration in the City's CIP.
- Meet with FHWA, MAG and ADOT representatives with the City project manager to determine feasibility and procedure for federal reimbursement for preventive maintenance.
- Develop a process for recommending CIP programming procedures for preventive maintenance and rehabilitations.
- Develop a 10 year budget of programmed maintenance actions based on a budget of \$200,000 per fiscal year.
- Providing periodic bridge inspections as needed and producing inspection reports.
- The City also requires a comprehensive procedure to capture and catalog the inventory of bridge/culvert assets within the City. These processes include but are not limited to the following:
 - a. Develop a procedure to allow the City to collect and catalog the appropriate information related to any new bridge/culverts submitted for review through the City's Development process and the CIP process. (e.g. any proposed development or CIP projects to be constructing bridges/culverts)
 - b. Establish a method of inputting new bridges/culverts into the computer based GIS layer and document management system addressed mentioned above in Phase I.
- Investigate possible automated integration of Hansen software and ADOT's NBIS reporting system.

PHASE 3 – DEVELOP DESIGN GUIDELINES FOR NEW STRUCTURES

- Assist the City in updating the City's current Design and Submittal Standards for Bridge and Structure Plans (Chapter 10 of the Engineering Department Development Guidelines).
- • Updating the Design and Submittal Standards for Bridge and Structure Plans involves, but is not limited to: reviewing Chapter 10 of the Engineering Department Development Guidelines, meeting with City staff, compare to latest accepted bridge practices, recommend revisions, prepare a finalized document (Chapter 10) to be available for the design engineers involved in development and capital projects, developing guidelines for design and tracking private structure assets, identifying roads of local and regional significance for the level of scour design and level of aesthetic treatment.
- Assist in updating the City of Peoria General Notes by developing a new section for Bridge General Notes and standardized sheet layouts for bridge projects.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PHASE 4 – DEVELOP A POLICY AND PROGRAM TO REVIEW AND APPROVE OVERDIMENSIONAL LOAD PERMITS.

- The consultant will review current permitting practices, meet with City staff, propose revisions to the permitting practices, and document the final permitting practices.
 - Current practice is to follow the Arizona Administrative Code and Chapter 14 of the Peoria City Code for over-dimensional Permits and is administered through the City of Peoria Police Department.
- Assist the City through the stages of developing and implementing any changes or improvements to manage the over-dimensional load permitting practices.
- The consultant will assist in evaluating and implementing the use of a GIS layer for mapping over-dimensional routes

A mutually agreeable detailed scope of work will be developed at the onset of contract negotiations and will be included within a service agreement.

Section III - Statement of Qualifications & Evaluation Criteria

The Consultant will be selected through a qualifications based selection process. The City expects to award the project to the best valued vendor based on the requirements in this solicitation. The firm selected for qualification will be the firm whose qualification is responsive, responsible, and are the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate firms based on the overall value of each qualification. Firms interested in providing these services must submit a Statement of Qualifications (SOQ) that addresses the following:

1) Past Performance of Critical Team Components (30%)

- a) Past Performance Information will be collected on all critical team components. The critical team components for this project will be:
 - i) Engineering Firm
 - ii) Bridge Inspector
 - iii) Principle Engineer
 - vi) Engineering Technician

The team components cannot be altered/changed/modified after the SOQ is submitted without written approval from the City.

- b) The Consulting firm is responsible for selecting their team and is encouraged to use **high performing** team members. The survey evaluation form (attached to this document) will be done on the performance of the entire team members (not just the firm). All components should **submit only good references**. Components who submit poor references will be jeopardizing their own competitiveness in the selection process.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- c) The Consulting firm must submit an MS Excel file that contains the "Reference list" as show in Attachment 1. The referenced projects must be completed design and construction projects (no on-going or substantially completed projects). The reference list includes information such as:
- i) Client name
 - ii) Project name
 - iii) Point of contact (name, phone, fax)
 - iv) Cost of project design and cost of construction if completed
 - v) Year design and/or design and construction project completed
 - vi) Type of project
- d) The Consultant must also prepare and send out survey questionnaires to their past clients as described in Attachment 1. The customer ratings, number of surveys received, and number of projects evaluated will all be factored into the final analysis (for each of the critical team components).

2) Project Assessment Plan and Proposal Form (30%)

- a) Firms are required to submit a Project Assessment and Value Added Plan. The document shall NOT contain any names or information that can be used to identify the Firm. The City's objective is to evaluate the plans without any bias. Any plan that contains names or information that can be used to identify the firm shall be marked as unresponsive. Firms must use the template provided in Attachment 3.
- b) The Project Assessment and Value Added Plan must not be longer than two (2) pages (front side of page only, Arial font size 10-12 font). The Plan should clearly address the following items:
- i) List and prioritize major risk items (areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner).
 - ii) Explain how the Consultant will avoid/minimize the risk.
 - iii) Propose any options that could increase the value (expectation or quality) of work.
 - iv) Do **NOT** include brochures, marketing pieces, or product names.
 - v) Do not list common items.
- c) Provide a Project Schedule, which clearly conveys milestones, collection of data, design activities, and the City approval process, (1-2 pages 8 1/2 X 11 only).
- d) One (1) original Proposal Form should be stapled to the front of the original Project Assessment Plan (see Attachment 2). All proprietary information and personal names should only be contained in the Proposal Form.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

3) Interview (40%)

- a) The City will shortlist firms based on the criteria in Sections 1 & 2. Interview information will be sent to the shortlisted firms.
- b) The City may ask for a list of past similar projects that any team members played a role in.
- c) The City may interview all of the components of the shortlisted firms.
- d) The City may interview individuals separately and/or as a group.
- e) Please make sure all proposed team members are available for interview on the date specified in this solicitation.
- f) No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the firm's competitiveness.

Section IV – Presubmittal Conference and Critical Dates

Pre-Submittal Conference:

A pre-submittal conference will be held on April 16, @ 1:00 PM. The meeting location is the City of Peoria's DCSB building, Point of View Room located at 9875 N. 85th Ave, Glendale AZ 85345. Staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.

April 16, 2008	Pre-Submittal Conference
April 29, 2008	Submittals Due
May 14, 2008	Notification of Shortlist
May 28, 2008	Interviews (shortlisted firms only)
June 2, 2008	Best-Value Firm Notification
June 12, 2008	Kick-Off for Pre-Award Phase
July 1, 2008	Anticipated Council Award

Section V - SOQ Submittal Format

Five (5) copies of the SOQ and one (1) copy on a CD in PDF format of the (Proposal Form, Project Assessment and Value Added Plan, Subcontractor Pre-Qualification Plan and Project Schedule) must be enclosed in a sealed package marked as follows:

Attention: Materials Management, Peggy A. Ferrin
SOQ #: P08-0070, Bridge Maintenance & Repair Program
Proposing Firm's Name



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SOQs must be received by **5:00 p.m.** (local time) on April 29, 2008 at the following location:

City of Peoria Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

No faxed or electronic SOQs will be considered. Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements (Project Assessment Plan (2 pages),

Section VI - Selection Process

The successful firm/team will be selected through a qualification based selection process based on the criteria in Section III.

A selection committee will evaluate and score each SOQ. The three (3) top scoring firms will be short-listed and invited to interview for the project. Prior to the interviews, additional investigations of the short-listed firms' performance history may be performed by the City. The selection committee may ask firms to respond to any performance findings during the interview.

Scores from the interview will be used to determine the final ranking order of the Consulting firms. Before the award will be made, the City will hold a pre-award meeting with the highest ranking firm. This meeting will allow the opportunity for the selected firm to clarify all information about the project. The Consultant will be responsible for minimizing all risks identified by the City and/or other proposals. The Consultant will be responsible for identifying how they will minimize all risks. Detailed Pre-Award information can be found in Attachment 4.

Offerors shall agree that they will complete the project on time and meet the expectations of the owner, within the Owner's budget. If the Offeror cannot minimize all of the identified risks and cannot meet the Owner's expectations, the City may then negotiate with the second, then third ranked firm until a contract is executed, or may decide to terminate the solicitation.

After an award is made, the selected firm will be required to submit weekly or monthly reports (see Attachment 5) to track project risks. The intent of the report is to decrease unforeseen project problems and delays. The report will be evaluated based on accuracy and on-time submittal.

Upon completion of the project, the City will evaluate the performance of the project. The final project evaluation will be used to modify the team's PPI database by 50%. All critical team components will be evaluated as a group. The final rating will be based on the overall performance of the project (quality, on-time completion, no cost change orders) and the weekly reports.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Section VII - General Information

Questions: Questions regarding this SOQ must be submitted in writing by email to:

City of Peoria Materials Management
Attn: Peggy A. Ferrin
peggy.ferrin@peoriaaz.gov

Inquiries within 48 hours preceding the due date & time will not be addressed.

Instructions: The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ will be in the form of a published addendum.

Contact: Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited and will be grounds for disqualification.

Costs: The City of Peoria will not be responsible for any costs incurred by any firm submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion.

Special Qualifications: Design work shall be performed under the direction of a qualified Arizona Registered Professional Engineer.

Special Requirements: The Consultant shall be required to use Peoria's SKIRE Unifier Project Management software for the duration of design, construction and post construction services.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ATTACHMENT 1 City of Peoria HOW TO PREPARE A REFERENCE LIST & HOW TO SEND PERFORMANCE SURVEYS

Overview

The objective of this process is to identify the past performance of a firm and key components of their team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to City, and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process.

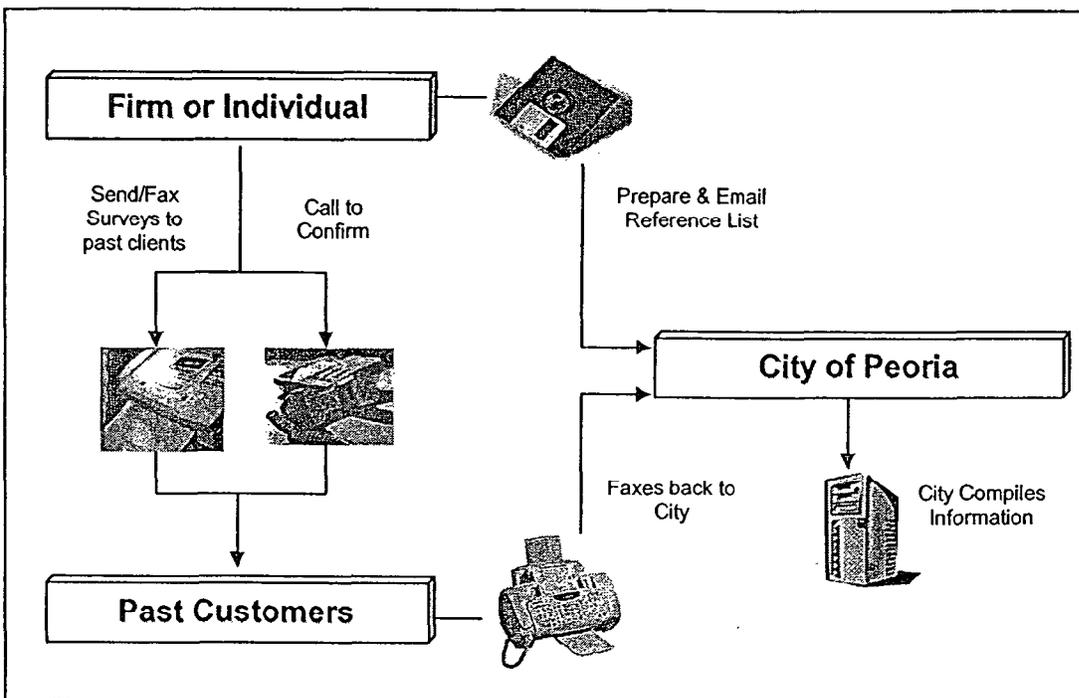


Figure 1: Survey Process



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SECTION A – HOW TO CREATE AND SUBMIT A REFERENCE LIST

1. All key components must create a list of past users that will evaluate their past performance. This will be referred to as a “Reference List”.
2. The following are the critical components that will be evaluated:

Key Component	Minimum Number of Surveys allowed	Maximum Number of Surveys allowed
Engineering Firm	1	25
Bridge Inspector	1	10
Principle Engineer	1	10
Bridge Engineer (main contact)	1	10
Engineering Technician	1	10

3. The firm is responsible for selecting their team and for the performance of their team.
4. The maximum number of past projects that will be given credit, is 25 (twenty-five) for the firms (General Contractor and Design Firm) and 10 (ten) for each individual. The minimum number of past projects is 1 (one) per each component.
5. The reference list should include the firms “best” projects. Credit will be given to firms with more high performing surveys.
6. A Reference List template is available and can be downloaded at www.pbsrq.com (click on “PIPS”, then click on “City of Peoria”)
7. The Reference List must include the following (All fields are required! If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person responding to the questionnaire
LAST NAME	Last name of the person responding to the questionnaire
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus Elementary School District).
CITY	Location of project
STATE	Location of project
PROJECT NAME	Name of the project (i.e. Bird High School A-Wing)
DATE COMPLETED	Date when the project was completed. (i.e. 5/31/1995)
COST OF PROJECT	Awarded cost of project (\$50,000)



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

8. The data in the reference list must be submitted in electronic format on a MS Excel spreadsheet file. The file must be emailed to [Peggy Ferrin, peggy.ferrin@peoriaaz.gov](mailto:Peggy.Ferrin@peoriaaz.gov) and John Michael [john.michael@asu.edu]. The data must be complete and accurate. (The format of the file is shown in Figure 2).

A	B	C	D	E	F	G	H	I	J	K	L
CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	CITY	STATE	ZIP	DATE COMPLETED	COST OF PROJECT
101	John	Anderson	555-555-5689	555-555-5690	Acradia High	Cafeteria	Madison	WI	55897	5/1 2/1 999	\$74,000
102	Sue	Robins	555-568-9861	555-568-9862	Micro Chips	Building A	St Paul	MN	55414	6/8/1989	\$370,000
103	Sam	Harley	555-487-7894	555-487-7895	Tempe College	Engineering Wing	Minneapolis	MN	55414	6/5/1991	\$333,000
104	Jenn	Gill	555-897-3125	555-897-3126	Phoenix Park	7th Ave & High	Madison	WI	55987	8/8/1990	\$658,600
105	Alex	Smith	555-665-8976	555-665-8977	Biltmore Plaza	Tower Roof	Minneapolis	MN	55414	6/7/1992	\$503,200

Figure 2: Example of Reference List

- 9. The firm is responsible for verifying that their (and their key components) information is accurate prior to submission.
- 10. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
- 11. The past projects (on the reference list file) do not have to be similar to the type of project being bid.
- 12. The past projects must be completed past projects (no on-going or substantially complete projects).
- 13. The past client/owner must evaluate and complete the survey.
- 14. All key components must submit their reference list in separate excel files. There must be a separate excel file for each company/individual. Name the file by the company name or the individual name. Figure 3 shows a sample of the excel files that must be emailed to the City.

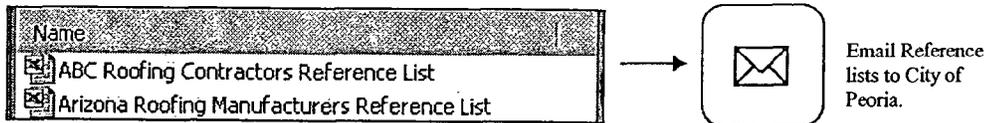


Figure 3: Submit separate excel files for each component

- 15. Each key component should inform their past clients about the survey and the deadline for submission of the information. The City may contact the references for additional information. If the reference cannot be contacted, there will be no credit given for that reference.
- 16. **The past performance process is a one-time function.** The firm does not have to repeat this process on future projects. The firm does not have to repeat this on individuals that have gone through this process. The firm/individual may be allowed to update (add more projects) to their list. Please contact Peggy Ferrin with information on how to do this.
- 17. Each Excel file will have two tabs (see Figure 4 below). One tab contains the reference list information (discussed above), and the second tab contains the company or individual profile. The profile tab



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

contains information about the key component (firm or individual). Fill out the company information if the excel file is for the consultant. Fill out the individual information if the excel file is for an individual. DO NOT fill out both sections in one excel file. (Remember: each component will have their own excel file).

ABC Contracting.xls

Please Fill out only one of the forms below. If this reference list is for a company, please use the Company form on top. If this reference list is for and individual, please put their information in the second form below. DO NOT fill out both. Remember there must be a separate excel file for each individual participating in the process.

Companies	
Company Name:	ABC Contractors
Type:	General Contractor (General, Roofing, Mechanical, etc.)
Point of Contact:	Bob Mcville
Phone Number:	356-8647-9231
Fax Number:	356-794-8624
Email:	bob.mcville@abc.com

OR

Individuals	
Individual Name:	
Type:	(Project Manager, Site Super, etc.)
Company Name:	
Phone Number:	
Fax Number:	
Email:	

Profile Reference List

SECTION B – HOW TO CREATE AND SEND OUT SURVEYS

- Each key component is responsible for sending out a survey questionnaire to each of their past clients. The survey questionnaire is provided in this document.
- There are two types of surveys: one for construction services and another for design services. Be sure to send the correct survey out to your clients. If you are unsure, please contact the City.
- Each key component should enter the Survey ID (Code), past clients contact information, and project information on each survey form for each reference. The team member should also enter the name of the firm and/or individual being surveyed. All the information on the survey form must match the reference information in the excel file (see Figure 5).



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Attachment 4 - Reference List and Company Profile (Construction)									
A	B	C	D	E	F	G	H	I	J
CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT	
1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	\$36,589	
3	Phil	McGill	458-965-7852	458-965-7853	City of Mesa	Cafeteria #1	7/6/1980	\$12,888	
5	Bob	Hardy	658-965-8965	658-965-8	ADOT	Stapley Road Overpass	1/5/2002	\$15,648	
6	Mitchell	Adams	458-965-8523	458-965-8	City of Gilbert	Road Renovation	5/4/2003	\$4,865,923	
7	Bill	Robinson	496-965-9633	496-965-8	City of Phoenix	Street Light Installation	7/7/1990	\$166,876	

↓

To:	Phil McGill	Survey ID	3
<i>(Name of person completing survey)</i>			
Phone:	458-965-7852	Fax:	458-965-7853
Subject: Past Performance Survey of:			
		ABC Electrical Contractor <i>(Name of Company)</i>	
		Mark McGraw (PM), Pam Hamilton (SS) <i>(Name of Individuals)</i>	

A Client is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the client in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name:	City of Mesa
Project Name:	Cafeteria #1
Project Completion Date:	7/6/1980

Figure 5: Example of Survey Form. The information must match the excel file. To save work in the future, list all key individuals on the survey that participated on the project.

- If a reference will be evaluating several team members (such as the PP, PE and PM), please list all of the members on the survey form to get credit for all the areas (as shown in Figure 5).
- Do not list more than one individual for the same position (i.e. If Joe Smith was a PM on the project, you cannot list another individual as a PM on that same project).
- Each key component is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey back to The City of Peoria. The survey must be sent directly from the past client to The City of Peoria. Be sure to indicate to your clients the due date when the survey should be faxed in to Peoria.
- The City may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.



STATEMENT OF INTEREST AND QUALIFICATIONS

PO8-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SURVEY QUESTIONNAIRE (Design Services)

Survey ID _____

To: _____
(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Firm)

(Name of Individuals)

The City of Peoria is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Client Name: _____

Project Name: _____

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to manage costs (minimal design & construction change orders)	(1-10)	
3	Ability to maintain project schedule (completed on time or early)	(1-10)	
4	Your comfort level in hiring the firm/individual again based on performance	(1-10)	
5	Ability to increase value (quality of design)	(1-10)	
6	Ability to identify and minimize the users risk	(1-10)	
7	Ability to close out (proper documents, assisting contractor to perform)	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	

Thank you for your time and effort in assisting the City of Peoria in this important endeavor.
Please fax the completed survey to 623-773-7118



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

**ATTACHMENT 2
PROPOSAL FORM**

One (1) original Proposal Form must be completed and sent to the City of Peoria stapled to the original Project Assessment and Value Added Plan, Subcontractor Pre-Qualification Plan, and Project Schedule, as part of your submittal.

Name of Engineering Firm: _____
Name of Principle Engineer: _____
Name of Bridge Inspector: _____
Name of Bridge Engineer: (Main Contact) _____
Name of Engineering Technician : _____

Individual project bonding capacity: \$ _____
Total bonding capacity: \$ _____
Amount of bonded contracts currently in process: \$ _____

Name of Company _____

Printed Name of Firm Representative _____ Signature of Firm Representative _____

Street Address _____ City / State / Zip _____

Phone _____ Fax _____ Date _____

E-mail



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ATTACHMENT 3 PROJECT ASSESSMENT AND VALUE ADDED PLAN GUIDE AND TEMPLATE

Introduction

The purpose of the Project Assessment and Value Added (PAVA) plan is to identify if a construction manager can quickly calculate the risks on a project in terms of cost, time, and client expectation (of quality and performance). The PAVA plan is used to:

1. Assist the client in prioritizing firms based on their ability to understand the risk of a project.
2. Provide high performing firms the opportunity to differentiate themselves from their competitors due to their experience and expertise.
3. Minimize the effort of experienced companies who are competing for the project.
4. Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will have to minimize all risks that they have identified.

Firms should keep in the mind that the PAVA plan is only one step in the selection process. If all the PAVA plans are the same, the PAVA plan will have little impact in the selection (other factors, such as past performance and interview will dictate the selection). The PAVA plan will become part of the contract.

PAVA Plan Format

The format for the PAVA plan is attached and must be used. Firms shall not re-create this form. The PAVA Plan should clearly address the following items:

1. List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner.
2. Explain how the firm will avoid / minimize the risk. If the firm has a unique method to minimize the risk, they should explain it in non-technical terms.
3. Propose any options that could increase the value (expectation or quality) of their work. List any value or differential that the firm is bringing to the project. The differences must be non-technical and be identified in terms of cost, time, or quality.

In order to minimize any bias by the evaluation committee, the PAVA Plans MUST NOT contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). The PAVA Plans should not contain any marketing information.

The Client's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the PAVA plan should be a brief and concise overview of the major risks on the future project. The PAVA plan must not exceed **2 pages**.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify the major risks on this project. You may add/delete the risk tables below as necessary. (These two pages may be adjusted to accommodate your text as long as they do not exceed two (2) pages)

Risk 1:	
Solution:	

Risk 2:	
Solution:	

Risk 3:	
Solution:	

Risk 4:	
Solution:	

Risk 5:	
Solution:	

Risk 6:	
Solution:	

Risk 7:	
Solution:	

Risk 8:	
Solution:	

Risk 9:	
Solution:	

Risk 10:	
Solution:	

--	--



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

VALUE ADDED OPTIONS: Please identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Item 1:			
Impact:	Cost (\$)		Schedule (Days)

Item 2:			
Impact:	Cost (\$)		Schedule (Days)

Item 3:			
Impact:	Cost (\$)		Schedule (Days)

Item 4:			
Impact:	Cost (\$)		Schedule (Days)

Item 5:			
Impact:	Cost (\$)		Schedule (Days)

Large empty rectangular area for providing details on value added options.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ATTACHMENT 4

PRE AWARD PHASE GUIDE (selected firm only)

Pre-Award Phase

The pre-award phase is carried out prior to the signing of the contract. The client's objective is to have the project completed on time, without any change orders, and with high customer satisfaction.

The pre-planning should include all coordination and identification of all risks that cannot be controlled by the firm. It is in the firm's best interest to identify any issues or concerns ahead of time during the pre-award period. The firm should do this by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing.

Pre-Award Meeting

The pre-award meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The firm must not wait for the meeting to ask questions. All coordination and planning with the client and firm should be done prior to the meeting (during the pre-award phase). The firm should give a presentation, which walks the client through the entire project and summarizes all of the coordination/planning done during the pre-award phase. The firm should bring their team and all the information specified in the Quality Control Plan below. The documents specified in the checklist will become part of the contract.

Pre-Award Meeting Tasks

The following is included in the Quality Control Plan:

<input type="checkbox"/>	Prepare Scope of Work.
<input type="checkbox"/>	Prepare Fee Schedule.
<input type="checkbox"/>	Prepare updated detailed Project Schedule.
<input type="checkbox"/>	Prepare plan to coordinate the project with all the critical participants including City representatives.
<input type="checkbox"/>	Identify, list and prioritize any action items needed from the Client.
<input type="checkbox"/>	Prepare list of suggestions to the Client on how to make the project more efficient
<input type="checkbox"/>	Review list of all risks (identified by your firm and other \ firms) and provide plan to minimize all risks.
<input type="checkbox"/>	Review the Weekly Reporting System.
<input type="checkbox"/>	Review Contract Terms and Conditions.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ATTACHMENT 5

WEEKLY REPORTING

Weekly Report Guide

The weekly report is an excel file that must be submitted on Friday of **every** week through project closeout. Please contact Peggy Ferrin (email below) for an electronic version of the spreadsheet. The report consists of an updated list of project assessments affecting the cost, schedule, or client satisfaction. When a new issue is identified, it is added to the report, along with the following: Identification date, Solution Plan, Resolution due date, Impact to critical path or schedule (in days), Impact to final cost (in dollars).

The City of Peoria's project manager will rate their satisfaction level with the consultant's plan on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied).

The completed report must be saved using the date and name of the project given by the client (Format: YYMMDD ProjectName; For example, 'Polk Project' for the week ending Friday, March 14, 2007, should be labeled '070314 PolkProject'). The weekly reports are to be emailed to:

peggy.ferrin@peoriaaz.gov
ben.wilson@peoriaaz.gov
geoffrey.zinnecker@peoriaaz.gov

Note: The weekly report will be analyzed for accuracy and timely submittal. At the end of the project, the client may modify the post project rating based on the accuracy and timeliness of the report.



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

APPENDIX B Proposal Submittal

See attached



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ATTACHMENT 2

PROPOSAL FORM

The Proposal Form must be completed and sent to the City of Peoria along with the Project Assessment and Value Added Plan, Subcontractor Pre-Qualification Plan, and Project Schedule, as part of your submittal.

Name of Engineering Firm:	<u>Stanley Consultants, Inc.</u>
Name of Project Manager: (Main Contact)	<u>Daniel Shiosaka, P.E., S.E.</u>
Name of Bridge Engineer:	<u>Daniel Shiosaka, P.E., S.E.</u>
Name of Bridge Inspector:	<u>Bobby Tatum</u>

Individual project bonding capacity:	<u>\$</u>
Total bonding capacity:	<u>\$</u>
Amount of bonded contracts currently in process:	<u>\$</u>

Stanley Consultants, Inc.
Name of Company

<u>Kenneth Feyen, P.E.</u>	<u><i>K. Feyen</i></u>
Printed Name of Firm Representative	Signature of Firm Representative

<u>1661 East Camelback Road, Suite 400</u>	<u>Phoenix / Arizona / 85016</u>
Street Address	City / State / Zip

<u>602.333.2200</u>	<u>602.333.2333</u>	<u>April 29, 2008</u>
Phone	Fax	Date

feyenken@stanleygroup.com
Email Address



SOLICITATION AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0070
Description: Bridge/Culvert Maint. & Management Program
Amendment No: One (1)
Solicitation Due Date: April 29, 2008
Solicitation Due Time: 5:00 PM Arizona Time

Buyer: Peggy Ferrin

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Pre-Submittal Conference will be held on April 18, @ 10:00 AM. The location has changed to the City of Peoria's PSAB building, Peoria Room, 8351 West Cinnabar, Peoria, Arizona 85345.

Change Critical Team titles on Page 5, 11, & 16

- 1) Past Performance of Critical Team Components (30%)
 - a) Past Performance Information will be collected on all critical team components. The critical team components for this project will be:
 - i) Engineering Firm
 - ii) Project Manager (main contact)
 - iii) Bridge Engineer
 - iv) Bridge Inspector
- 2) The following are the critical components that will be evaluated:

Key Component	Minimum Number of Surveys allowed	Maximum Number of Surveys allowed
Engineering Firm	1	25
Project Manager (main contact)	1	10
Bridge Engineer	1	10
Bridge Inspector	1	10

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

4/22/08

Signature Date

Kenneth Feyen, PE, RLS, Project Principal
Typed Name and Title

Stanley Consultants, Inc.
Company Name

1661 E. Camelback Road, Suite 400
Address

Phoenix AZ 85016
City State Zip

The above referenced Solicitation Amendment is hereby Executed

April 14, 2008

at Peoria, Arizona

Peggy A. Ferrin
Contract Officer



SOLICITATION AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0070
Description: Bridge/Culvert Maint. & Management Program
Amendment No: One (1)
Solicitation Due Date: April 29, 2008
Solicitation Due Time: 5:00 PM Arizona Time

Buyer: Peggy Ferrin

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Name of Engineering Firm: _____
Name of Project Manager: (Main Contact) _____
Name of Bridge Engineer: _____
Name of Bridge Inspector : _____

Delete

~~Individual project bonding capacity: \$ _____~~
~~Total bonding capacity: \$ _____~~
~~Amount of bonded contracts currently in process: \$ _____~~

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

4/22/08

Signature Date

Kenneth Feyen, PE, RL S, Project Principal

Typed Name and Title

Stanley Consultants, Inc.

Company Name

1661 E. Camelback Road, Suite 400

Address

Phoenix AZ 85016

City State Zip

The above referenced Solicitation Amendment is hereby Executed

April 14, 2008

at Peoria, Arizona

Peggy A. Ferrin
Contract Officer



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify the major risks on this project. You may add/delete the risk tables below as necessary. (these two pages may be adjusted to accommodate your text as long as they do not exceed two (2) pages)

Risk 1: Potential "over-scoping" of *Phase 1 – Bridge/Culvert Inventory and Condition*. This could result in excessive efforts and associated cost for this initial phase – i.e., "doing too much too soon."

Solution: Recent growth and development of Peoria (in particular, since the JUL.1999 annexation of 27 northern square miles) suggests that a majority of bridge/culvert assets are fairly new and their condition is fairly good. We will limit Phase 1 tasks to data/document gathering, data entry, and document scanning only. Unnecessary in-service inspections can be deferred to a subsequent project Phase. This allows "field efforts" to be performed by construction services and surveying personnel, while "office efforts" are performed by engineering personnel. Construction services and surveying personnel can still bring alarming/critical field observations to the attention of our Project Manager for immediate assessment.

Risk 2: Potential obsolescence of efforts to develop a City "Bridge Management System" during *Phase 2 – Bridge/Culvert BMS Implementation Assistance*, instead of utilizing methodology already approved and in use.

Solution: ADOT Bridge Group, Management Section, uses an in-house "BMS" that has been effective for decades and accomplishes Peoria's short term objectives. The ADOT Bridge Management Leader tells us that they have a commitment to FHWA to migrate over to PONTIS in the foreseeable future. AASHTOWare's PONTIS Version 5.1 (the initial web-based version of the system) is scheduled for release in winter 2008. We will coordinate with and "piggyback" upon the existing ADOT platform until the ADOT implementation occurs. This will alleviate obsolescence of Peoria's efforts and provide an immediate short-term solution that is 100% compatible with any long-term solution – zero "throw away."

Risk 3: Potential underlap or overlap of bridge/culvert inventory surveillance – How to cover all the bases.

Solution: With over 160 square miles of area to peruse, it is important to develop a solid p to locate all bridges/culverts, initialize the database, and commence inspections under the ADOT Joint Project Agreement. A simple and effective method is to use something already in place. A website search shows that Peoria staff use 16 zones for solid waste refuse collection – 12 zones south of Pinnacle Peak Road (each 2-3 square miles, mostly urban) and 3 zones north of Pinnacle Peak Road (very large, less urban). Our strategy is to use these pre-established Zone Boundaries to perform aerial mapping and ground surveillance verification/ measurement of the bridges/culverts in a systematic manner.

Risk 4: Potential new bridges/culverts currently under design/development – "how to catch a moving train" and detect these structures.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P08-0070**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solution: We have a two-part strategy to identify new structures and get them into the process mill. One part involves communication outreach to the local bridge technical committee – folks who undertake essentially all local bridge design. Another part involves communication outreach to the local council of engineering companies – folks who may be involved with culvert design (over 20 feet) not realizing that they are a “bridge” asset. Not only would this capture those bridges/culverts underway, but it would break ground to implement several Scope of Work bullet items in Phase 2 and Phase 3 without additional effort.

Risk 5: Bridge/culvert performance issues stemming from waterway phenomena
Solution: Peoria has very few bridges over roadways and railways, thus the vast majority span over waterways. We anticipate and can readily resolve operations and maintenance issues whether they are “structural” in nature or “hydraulic/hydrologic” in nature. We have 8 engineers (some of whom are Certified Floodplain Managers) with extensive expertise in quickly resolving drainage design, scour mitigation, floodplain management, and 401/404 permitting issues.

Risk 6: Coordinate *P08-0070 B/CMMP* with *P08-0062 Bridge Maintenance & Repair (JOC)*
Solution: We are the Engineering team member of one of the selected Contractors and are prepared to work closely with the other selected Contractor/Engineer team to ensure seamless integration between these two contracts to maximize Peoria benefit.

VALUE ADDED OPTIONS: Please identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Item 1: Value Added Idea – Use public outreach to find bridge/drainage structures. Perhaps an article in the local publication, utility bill flyer, or newsletter offering a nominal “reward” (say, \$XX cash or utility bill credit) for notifying the City of an existing structure (over 20 feet) that they are unaware of. We speculate that the residents (hikers, joggers, ATV riders, etc.) are aware of some obscure structures “off the beaten path.”

Impact:	Cost (\$)	negligible added cost	Schedule (Days)	2 months savings
----------------	-----------	-----------------------	-----------------	------------------

Item 2: Value Added Idea – Add bridge design drawing review/comment to the Scope of Work. Having an abundance of experienced bridge design experience, we are qualified and prepared to perform milestone submittal plan reviews on behalf of Peoria Engineering Department – (similar to how we provide post-design services processing shop drawing review/comment to ADOT). We will provide scan-in, quick turnaround, and scan-out electronic document handling to the City.



Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

July 16, 2008

Ms. Peggy Ferrin, CPPB, Contract Officer
City of Peoria
Materials Management
8401 W. Monroe Street
Peoria, AZ 85345

**RE: P08-0070 Bridge/Culvert Maintenance and Management Program
Fee Proposal**

Dear Ms. Peggy Ferrin:

We have prepared our Scope of Work and draft fee proposal for City of Peoria P08-0070 Bridge/Culvert Maintenance and Management Program.

The Scope of Work is presented in Exhibit 1. The Scope of Work follows the same format as was presented in the short-listed consultant selection interview on May 28, 2008 and submitted for review and comment on June 19, 2008. We retained the "task numbers" assigned and provide an echo of the scope description from the project solicitation on the left. Our Scope of Work description is presented on the right. A few task numbers are combined, as they are very similar or redundant.

We have incorporated the comments received on Monday, July 7, 2008, and adjusted our Scope of Work description accordingly.

The fee estimate is presented in Exhibit 2. The fee estimate follows the same "task numbers" in parallel with the Scope of Work. Because there are numerous unknowns and uncertainties, we have identified our work-hour basis and assumptions as needed.

We propose that tasks that are relatively finite in scope and duration be contracted on a Lump Sum basis. We propose that tasks for which scope and duration are not firmly known at the onset be contracted on an hourly basis. In both instances, the estimated work-hours are furnished.

Exhibit 3 is the project schedule as submitted with our proposal. We have adjusted the schedule to reflect a Notice to Proceed date of August 25, 2008.

Stanley Consultants does have Structures discipline members with bridge inspection experience in the West Palm Beach, Florida, office. Their experience includes projects with inspection of underwater components. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Ken Feyen, PE, RLS
Project Principal

Enclosures



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

APPENDIX C
Scope of Work
See attached

EXHIBIT 1

Stanley Consultants - Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
101	Identify project stakeholders, invite stakeholders to meetings, prepare agendas, prepare meeting minutes, prepare and update project schedules.	Identify project stakeholders and coordinate project meetings (i.e. prepare and distribute meeting agendas, minutes). Prepare project schedule updates.
102	Meet with FHWA, MAG and ADOT representatives to determine feasibility and procedure for federal reimbursement for setting up a BMS.	Coordinate with ADOT, FHWA and other appropriate agencies to explore possible funding avenues for setting up a BMS. <i>Coordinate the City program with ADOT and FHWA requirements for a State and Federal reimbursable preventive maintenance program, should reimbursement become available in the future.</i>
103	Research COPeoria, Maricopa County, and ADOT records to capture design data, inspections, and maintenance records.	Research COPeoria, Maricopa County, and ADOT records to locate design data, inspection records, maintenance records, and repair recommendation reports. (See Task 104)
104	Scan data to electronic files or produce electronic files of data collected. Store data in COPeoria document management system.	Coordinate the organization and transfer of collected data to electronic files for storage in a document management system. The document management system will be developed in coordination with COPeoria.
105	Review bridge/culvert information provided by the City, meet with the project manager and conduct field investigations throughout the City, as needed, to identify any existing public or private bridges/culverts that meet the NBI bridge definition and have not been previously included in the Bridge/Culvert Asset inventory.	Review bridge/culvert information provided by COPeoria, <i>Maricopa County and ADOT</i> . Meet with the project manager and conduct field investigations throughout the City Limits, as needed, to identify any existing public or private bridges/culverts that meet the NBI bridge definition and have not been previously included in the Bridge/Culvert asset inventory. We will employ some method of "geographic subdivision" to ensure complete search coverage and compile/report to COPeoria as each geographic subdivision is completed.
106	Review and discuss existing bridge/culverts identified as meeting the NBI bridge definition for inclusion in the City's bridge/culvert asset inventory.	(Incorporate with Task 105)

EXHIBIT 1

Stanley Consultants - Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
107	Conduct in-service inspections per the NBIS and perform Load Ratings and Sufficiency Ratings for bridge/culvert assets not yet inspected by ADOT.	<p>It is our opinion and recommendation that the scope of this task be determined among COPeoria, ADOT, and Stanley staff members following Notice To Proceed.</p> <p>Locating and identifying structures and searching for design documents are paramount. Stanley will gather photographic records and record physical measurements.</p> <p>If a newly found structure exhibits serious signs of unsatisfactory structural or hydraulic performance, Stanley will immediately coordinate with COPeoria to establish an action plan.</p> <p>If a newly found structure exhibits</p>
		<p>satisfactory performance, deemed to remain satisfactory for no less than two years, Stanley recommends that the initial in-service inspection be undertaken by ADOT via the existing IGA between COPeoria and ADOT. <i>Private bridge structures will be inspected by Stanley Consultants.</i></p> <p>Stanley will incorporate repair recommendations from the ADOT inspection into the Task 203 scope.</p>
108	Visit each bridge/culvert site and collect data, such as; photographs and measurements.	<i>Field review</i> of each bridge/culvert to create initial records of their existence and physical parameters (through measurements, photographs, etc.), identify structural concerns, obtain structure numbers, and install permanent identification markers. (See Task 105)
109	Discuss the organization of the data to be scanned in to the project files (e.g. bridge location, name and number).	(Incorporate with Task 104)
110	Assist with "filling out" the necessary application(s) to ensure the identified bridge/culverts are input in the ADOT system.	Prepare appropriate ADOT paperwork for each identified bridge/culvert and coordinate transfer of files to ADOT for input into their BMS.
111	Name the bridges to assign them names that reference their locations. Rename existing bridges, as needed, to be consistent with the above.	Establish a logical and useful bridge nomenclature system to assign name for each identified bridge/culvert.

EXHIBIT 1

Stanley Consultants - Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
112	Locate all assets on a field map and meet with the project manager and City GIS staff to incorporate into a GIS layer.	Locate all assets on a field map and coordinate with the project manager and COPeoria GIS staff to incorporate all identified bridge/culverts into a GIS layer.
201	Develop a process to identify, estimate, rank, and prioritize needed bridge/culvert improvements (preventive maintenance, rehabilitation and replacement) for consideration in the City's CIP.	Develop a process to identify, estimate, rank, and prioritize needed bridge and culvert improvements (preventive maintenance, rehabilitation, and replacement) for consideration in the COPeoria 10-year CIP. <i>Coordinate with FHWA and ADOT where appropriate.</i>
202	Meet with FHWA, MAG and ADOT representatives to determine feasibility and procedure for federal reimbursement for preventive maintenance.	Meet with FHWA, MAG, and ADOT representatives to identify bridge improvements that may be eligible for federal and/or state reimbursement and to identify the associated eligibility criteria and application procedures. Meet with ADOT representatives to maximize utilization of ADOT resources and capabilities.
203	Develop a process for recommending CIP programming procedures for preventive maintenance and rehabilitations.	Develop a process for recommending CIP programming of improvements, based on estimated COPeoria net costs, accounting for any reimbursements to the COPeoria, and priorities agreed upon through the Task 201 scope.
204	Develop a 10-year budget of programmed maintenance actions based on a budget of \$200,000 per fiscal year.	Develop a 10-year budget of programmed maintenance actions based on a budget of \$200,000 per fiscal year, utilizing processes developed in Tasks 201 and 203.
205	Provide periodic bridge inspections as needed and producing inspection reports.	The scope of this task is contingent upon the outcome of scoping for Task 107. Provide periodic bridge inspections and produce inspection reports. Inspections will be done on an as-needed basis as authorized by the COPeoria. Utilize ADOT bridge inspection capabilities to the maximum amount practicable. <i>Develop a Private structures inspection schedule.</i>

EXHIBIT 1

Stanley Consultants - Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
206	<p>Develop comprehensive procedure to capture and catalog the inventory of bridge/culvert assets within the City. These processes include but are not limited to the following:</p> <ul style="list-style-type: none"> • Develop a procedure to allow the City to collect and catalog the appropriate information related to any new bridge/culverts submitted for review through the City's Development process and the CIP process. (e.g. any proposed development or CIP projects to be constructing bridges/culverts) • Establish a method of inputting new bridges/culverts into the computer based GIS layer and document management system addressed/mentioned above in Phase 1. 	<p>Develop comprehensive procedure to capture and catalog the inventory of bridge and culvert assets within the City Limits:</p> <ul style="list-style-type: none"> • Develop a procedure to allow the COPeoria to collect and catalog information related to new bridges/culverts submitted for review through the COPeoria Development and CIP processes (e.g. any proposed development or CIP projects that involve construction of new bridges/culverts). • Establish a method of inputting new bridges/culverts into the computer based GIS layer and document management system addressed above in scope Task 104. • Establish bridge/culvert submittal and approval criteria to ensure that the appropriate catalog-ready bridge/culvert inventory data is provided with each completed bridge design and construction project. • Establish a consultant contact list, to be updated annually, and a notification system to simply and routinely communicate information to prospective submitters. That information may include, but is not limited to, updates to design, procedural, and submittal requirements.
207	<p>Investigate possible automated integration of Hansen software and ADOT's NBIS reporting system.</p>	<p>Examine the COPeoria current Hansen software features for bridge inventory and inspection and investigate possible automated integration of Hansen software and ADOT's NBIS reporting system.</p>

EXHIBIT 1

Stanley Consultants - Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
301 & 302	<p>Assist the City in updating the City's current Design and Submittal Standards for Bridge and Structure Plans (Chapter 10 of the Engineering Department Development Guidelines).</p> <ul style="list-style-type: none"> • Chapter 10 – review and evaluate • Chapter 10 – compare to latest accepted bridge practices • Chapter 10 – recommend revisions • Chapter 10 – update and finalize • Develop guidelines for design and tracking private structure assets • Roads of local and regional significance – SCOUR • Roads of local and regional significance – AESTHETIC ENHANCEMENT 	<p>Review and evaluate Chapter 10 of the Infrastructure Development Guidelines and make recommendations and revisions which update and standardize Chapter 10 to the most current AASHTO and ADOT standards for bridge and structure design. Revisions to Chapter 10 will comprise only those provisions specifically required/requested by the COPeoria. Items addressed by AASHTO, <u>Standard Specifications for Highway Bridges</u> and by ADOT Bridge Group <u>Bridge Practice Guidelines</u> will be removed as they will be invoked by reference.</p> <p><i>Make recommendations and propose revisions to clarify and strengthen minimum structure plans and structure design approval requirements.</i></p>
303	<p>Assist in updating the City of Peoria General Notes by developing a new section for Bridge General Notes and standardized sheet layouts for bridge projects.</p>	<p>Assist the COPeoria in developing a format for Stand-Alone Structure Plans using standardized Cover Sheet (Sheet G1), General Notes sheet (Sheet G2) and standardized Border files (BDR Files), for all new bridge designs as well as RCBC, multiple pipe culverts, steel arch pipes, proprietary concrete arches, etc. The standardized Cover Sheet and General Note sheet will incorporate Chapter 10 compliance requirements from the Infrastructure Development Guidelines as well as over-dimensional load requirements.</p>
401	<p>Review current permitting practices, meet with City staff, propose revisions to the permitting practices, and document the final permitting practices.</p>	<p>NOT IN SCOPE -- Assist the COPeoria by reviewing and proposing revisions to current permitting practices; schedule meetings with COPeoria staff responsible for the permitting process; evaluate process and permit review responsibilities (Police Department / Engineering Department); and document the concurred final permitting practices.</p>

EXHIBIT 1

Stanley Consultants - Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
402	Assist the City through the stages of developing and implementing any changes or improvements to manage the over-dimensional load permitting practices.	NOT IN SCOPE -- Assist the COPeoria through the stages of developing and implementing any changes or improvements to manage the over-dimensional load permitting practices of existing bridges and other structures.
403	Assist in evaluating and implementing the use of a GIS layer for mapping over-dimensional routes.	NOT IN SCOPE -- Assist the COPeoria and coordinate with GIS staff for placing over-dimensional routes on a GIS layer.
501	Value Added Task – Add bridge design/construction drawing review and comment to the Scope of Work:	Stanley can add bridge design drawing review/comment to the Scope of Work. Having an abundance of bridge engineering experience, Stanley is qualified and prepared to perform milestone submittal plan reviews on behalf of Peoria Engineering Department – (similar to how we provide post-design services, processing shop drawings, and review/comment for ADOT). We will provide electronic scan-in, quick turnaround, and electronic scan-out document handling to COPeoria and make preparations for seamless inclusion into the COPeoria inventory and Maintenance and Management Program.



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

APPENDIX D
Fee Schedule
See attached

		Costs		
TASK	DESCRIPTION	Direct Expenses	TOTAL COSTS	Fee Type
PHASE 1				
101	Assume 12 duration, 2		\$16,352	Hourly NET
102	Assume 3 n for minutes		\$8,176	Hourly NET
103	30 known structure		\$13,288	Hourly NET
104/109	Assume 2 h coordination		\$17,148	Hourly NET
105/106	Assume 40 bridge & cul Peoria		\$41,112	Hourly NET
107/205	Assume 60 inspected a collection a		\$69,448	Hourly NET
107.1	Rafing and Assume 6 s equipment		\$34,371	Hourly NET
108	2 hrs each newly found		\$9,684	Hourly NET
110	Assume 60 file transfer		\$11,312	Hourly NET
111	Assume 3 r system, plu		\$8,375	Hourly NET
112	Assume 0.5		\$6,373	Hourly NET
	Subtotal		\$235,639	
PHASE 2				
201	Develop pr Requires m Prepare de Meet with F procedures summary n		\$30,358	Lump Sum
202	Develop pr Includes tw memorandi		\$9,030	Lump Sum
203	Develop a coordinatio proposed 1		\$7,366	Lump Sum
204	Develop pr the City Lin memorand		\$7,160	Lump Sum
206	Examine th integration summary n		\$25,800	Lump Sum
207			\$13,190	Lump Sum
	Subtotal		\$92,904	
PHASE 3				
301	Review, Et		\$11,825	Lump Sum
302	Included w Design & 1		\$11,825	Lump Sum
303	Develop S structure p		\$16,660	Lump Sum
	Subtotal		\$40,310	
PHASE 4				
401	NOT IN SC City of Pec			Lump Sum
402	NOT IN SC developing practices			Lump Sum
403	NOT IN SC implement			Lump Sum
	Subtotal			
PHASE 5				
501	Engineer		\$8,884	Hourly NET
501	Engineer		\$4,348	Hourly NET
	Subtotal		\$13,232	
	TOTAL W		\$382,085	

\$382,085



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

APPENDIX E
Updated Project Schedule
See attached



Scope of Work

Solicitation Number: P08-0070

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

APPENDIX F
Identified Risks
See attached



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify the major risks on this project. You may add/delete the risk tables below as necessary.

Total of 25 Risks tabulated, in the order received from City of Peoria on MON.09.JUN.08.

Risks 3.1 through 3.6 are from Stanley Consultants' submittal. The rest are from other candidate consultant firms/teams. Responses have been added in blue.

Risk 1.1:	Scoping change and the impact on the cost of construction.
Solution:	Stanley plans to adhere to the approved scope of work, unless directed otherwise by the COPeoria. We envision being involved with making recommendations to COPeoria Engineering, but we do not envision being involved with the construction phase of implementations.

Risk 1.2:	Schedule changes.
Solution:	Stanley plans to adhere to the approved schedule. The COPeoria weekly reporting file procedure will serve to identify potential schedule changes and serve to document concurrences with changes.

Risk 1.3:	Poor project assessment and lack of team experience.
Solution:	Stanley has extensive experience with preparations of project assessments – and all phases of project design and construction. With an abundance of multi-discipline expertise in our PHX office, we foresee no shortage in experience.

Risk 1.4:	Lack of communication between the design team and the stake holders can result in many change orders and cause unwanted rework and impact the budgets.
Solution:	Stanley will coordinate closely with the COPeoria. We will also take the lead in ensuring adequate stakeholder involvement. We believe we have prior experience working with all entities that are likely bridge and culvert stakeholders.

Risk 1.5:	Poor document control and file organization.
Solution:	This is the heart of this matter. Data and document control is a key goal/objective. We acknowledge that there may be challenges, but we don't see data/document QA/QC as a risk.

Risk 1.6:	Providing poor quality construction documents.
Solution:	Stanley does not envision preparing construction documents. As for new bridge/culvert construction documents prepared by others, we propose to serve the COPeoria as Plan Review & Comment consultant for bridge/culvert plans emerging during the course of the contract.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Risk 1.7: Lack of experience in inspection and determining the condition of the bridge will affect the federal fund appropriation and put the burden on the city.

Solution: We do not understand the basis for this potential risk. Stanley proposes to coordinate closely with ADOT Bridge Group and ADOT Local Governments Section to optimize potential for federal funding, if eligible.

Risk 1.8: Ignoring the sign of fatigue and deterioration of the bridge.

Solution: Fatigue is more a steel bridge issue than a concrete bridge issue. Federal criteria require periodic in-depth inspections of steel bridges. Stanley recommends that in-depth inspections for critical steel bridges (if any) be performed by specialists with specific experience.
General deterioration can generally be detected by single inspections and by multiple biennial inspections.

Risk 2.1: Failure to find an existing structure. (Miss a structure.)

Solution: This is a valid risk; however, the likelihood of missing a structure can be avoided by developing a methodical/thorough strategy to perform the search. We plan to use document search, mapping search, drainage "clues", and Office efforts to optimize the Field search.

Risk 2.2: The database and the data compiled by consultant from field findings [are] not compatible or easily transferable to other systems used by the City, ADOT or FHWA.

Solution: Stanley proposes to discuss and evaluate the database and data entry alternatives very early. Compatibility and transferability, or the lack thereof, will be a key factor in selecting the preferred alternative to be used.

Risk 2.3: Funds not available for preventive maintenance program.

Solution: Stanley envisions being involved with prioritization of work within available annual budget. We are prepared to assist in recommending deferral of work to future fiscal years if necessary. Funding issues beyond that are not in the control of our scope of work.

Risk 2.4: Potential problems with existing bridges not currently on the City's inventory list. Since some of the bridges/culverts have never been inspected before, there is a potential for encountering structure with deteriorated conditions and may need immediate action such as complete bridge inspection, rating and repair.

Solution: Stanley will engage our structures, drainage, survey, and field services staff to locate and assess bridges/culverts. When public safety becomes an issue, we will make immediate recommendations to the COPeoria. We are prepared to coordinate with ADOT Bridge Management Section if a serious structural or hydraulic condition is discovered and immediate corrective action is warranted.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Risk 3.1: Potential "over-scoping" of *Phase 1 – Bridge/Culvert Inventory and Condition*. This could result in excessive efforts and associated cost for this initial phase – i.e., "doing too much too soon".

Solution: Recent growth and development of Peoria (in particular, since the JUL.1999 annexation of 27 northern square miles) suggests that a majority of bridge/culvert assets are fairly new and their condition is fairly good. We will limit Phase 1 tasks to data/document gathering, data entry, and document scanning only. Unnecessary in-service inspections can be deferred to a subsequent project Phase. This allows "field efforts" to be performed by construction services and surveying personnel, while "office efforts" are performed by engineering personnel. Construction services and surveying personnel can still bring alarming/critical field observations to the attention of our Project Manager for immediate assessment.

Risk 3.2: Potential obsolescence of efforts to develop a City "Bridge Management System" during *Phase 2 – Bridge/Culvert BMS Implementation Assistance*, instead of utilizing methodology already approved and in use.

Solution: ADOT Bridge Group, Management Section, uses an in-house "BMS" that has been effective for decades and accomplishes Peoria's short term objectives. The ADOT Bridge Management Leader tells us that they have a commitment to FHWA to migrate over to PONTIS in the foreseeable future. AASHTOWare's PONTIS Version 5.1 (the initial web-based version of the system) is scheduled for release in winter 2008. We will coordinate with and "piggyback" upon the existing ADOT platform until the ADOT implementation occurs. This will alleviate obsolescence of Peoria's efforts and provide an immediate short-term solution that is 100% compatible with any long-term solution – zero "throw away".

Risk 3.3: Potential underlap or overlap of bridge/culvert inventory surveillance – How to cover all the bases.

Solution: With over 160 square miles of area to search, it is important to develop a solid plan to locate all bridges/culverts, initialize the database, and commence inspections under the ADOT Joint Project Agreement. A simple and effective method is to use something already in place. A website search shows that Peoria staff use 16 zones for solid waste refuse collection – 12 zones south of Pinnacle Peak Road (each 2~3 square miles, mostly urban) and 3 zones north of Pinnacle Peak Road (very large, less urban). Our strategy is to use these pre-established Zone Boundaries to perform aerial mapping and ground surveillance verification/measurement of the bridges/culverts in a systematic manner.

Risk 3.4: Potential new bridges/culverts currently under design/development – "how to catch a moving train" and detect these structures.

Solution: We have a two part strategy to identify new structures and get them into the process mill. One part involves communication outreach to the local bridge technical committee – folks who undertake essentially all local bridge design. Another part involves communication outreach to the local council of engineering companies – folks who may be involved with culvert design (over 20') not realizing that they are a "bridge" asset. Not only would this capture those bridges/culverts underway, but it would break ground to implement several Scope of Work bullet



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

items in Phase 2 and Phase 3 without additional effort.

Risk 3.5: Bridge/culvert performance issues stemming from waterway phenomena
Solution: Peoria has very few bridges over roadways and railways, thus the vast majority span over waterways. We anticipate and can readily resolve operations and maintenance issues whether they are "structural" in nature or "hydraulic/hydrologic" in nature. We have 8 engineers (some of whom are Certified Floodplain Managers) with extensive expertise in quickly resolving drainage design, scour mitigation, floodplain management, and 401/404 permitting issues.

Risk 3.6: Coordinate P08-0070 B/CMMP with P08-0062 Bridge Maintenance & Repair (JOC)
Solution: We are the Engineering team member of one of the selected Contractors and are prepared to work closely with the other selected Contractor/Engineer team to ensure seamless integration between these two contracts to maximize Peoria benefit.

Risk 4.1: The overall project risk is – not developing a thorough program schedule to effectively distribute the tasks over the project life to match the yearly budgets.
Solution: This risk is real, but it is also speculative of a "worst case scenario". Stanley envisions being able to coordinate with the COPeoria to utilize annual budget amounts to implement highest priority needs.

Risk 4.2: The major risks in Phase 1 are the difficulty in developing a complete structure inventory and database due to incomplete records and documentation; and not taking advantage of the condition inspections to identify and prioritize repair items.
Solution: Please see Stanley's proposed solutions for Risk 3.3 and Risk 2.1.

Risk 4.3: The major risks in Phase 2 are in not establishing effective policies and procedures for ongoing structure inventory catalog and in intelligently planning for routine and emergency repairs.
Solution: Please see Stanley's proposed solutions for Risk 3.4.

Risk 4.4: The major risk in Phase 3 is in spending too much effort in development of unique or stand alone documents that then require added time and expenditure for updates and revisions.
Solution: (As we mentioned during our interview,) Stanley proposes to prepare some standardized bridge/culvert drawings and condense unique or stand-alone documents. We believe these pro-active steps will maximize consistency and compliance and minimize future efforts for updates and revisions.

Risk 4.5: The major [risks in] Phase 4 are not seeking opportunities for the interagency cooperation and expending unnecessary effort load rating structures that are infrequently or not subject to over-dimensional or overload usage.
Solution: Stanley proposes to meet with COPeoria engineering staff and "non-engineering" staff to determine a course of action. For example, there are likely numerous



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0070

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

candidate over-dimensional routes that do not cross any bridges at all

Risk 5.1: Bridge Failure - The risk of a failure of the bridges could jeopardize public safety and incur loss of property.

Solution: At least 30 of the bridges are recorded in the ADOT bridge inventory records and have been inspected biennially. As the project commences and field reconnaissance ensues, we will better know the types, sizes, locations, and conditions of bridges that are not in the bridge inventory records. We will certainly be cognizant of any structures having suspect conditions that may warrant attention earlier than a two-year window.

Risk 5.2: Injury to Personnel- The risk of injury to personnel performing the inspections due to traffic hazardous, fall from elevated locations, water hazards, etc.

Solution: We will conduct an in-house orientation "workshop" for all project participants. Personnel safety will be addressed during that workshop. Likewise for any future participants.



CONTRACT AMENDMENT

Materials Management

Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0070

Page 1 of 2

Description: Bridge/Culvert Maintenance & Management Program

Amendment No: One (1)

Date: 6/15/09

Buyer: Lisa Houg

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 08/30/09 to 08/29/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
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).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

David S. Fabiano 7/20/2009 David S. Fabiano Stanley Consultants, Inc.
 Signature Date Typed Name and Title Company Name

1661 E. Camelback Rd., Ste 400

Phoenix

AZ

85016

Address

City

State

Zip Code

Attested by:

Mary Jo Kief
 Mary Jo Kief, City Clerk

Dan Nissen
 Requested by: Dan Nissen, Asst. City Engineer

Lisa Houg
 Recommended by: Lisa Houg, Contract Officer

CC Number

LCON 16808A

Contract Number:



Official File

City Seal

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
July 29, 2009 at Peoria, Arizona.

Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Solicitation No: P08-0070 Page 2 of 2
Description: Bridge/Culvert Maintenance & Management Program
Amendment No: One (1) Date: 6/15/09

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

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.

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.

- 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.
- 32. 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.



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0070 Page 1 of 7
Description: Bridge/Culvert Maintenance & Mgmt Program
Amendment No: Two (2) Date: 8/14/2009

Buyer: Lisa Houg, CPPB

The Contract is being amended as indicated below:

1. Transfer budget costs from Task 107 to Tasks 101, 103, 104, 105 and 108 as outlined in Exhibit 2R1. Exhibit 2R1 replaces Exhibit 2 in the original contract. This change does not impact cost.
2. Add additional Tasks to be accomplished as outlined in Exhibit 1a and Exhibit 2a. This change increases the contract in the amount of \$42,157.

Contract Summary:	Original Contract Amount:	\$399,178
	Contract Amendment #1:	\$ 0
	Contract Amendment #2:	\$ 42,157
	Total Contract Amount:	\$441,335

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>21 Aug 09</u>	<u>Michael E. Hunzinger, SR.</u>	<u>VP</u>	<u>Stanley Consultants, Inc.</u>
Signature	Date	Typed Name and Title		Company Name

<u>1661 E. Camelback Road, Suite 400</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85016</u>
Address	City	State	Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by: Dan Njlesen, Assistant City Engineer

Recommended by: Lisa Houg, Contract Officer



CC Number

ACON 16808B

Contract Number:

Official File

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 28, 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

City Seal
(Rev 02/01/08)

LCON16808B



Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

June 12, 2009

Mr. Ben Wilson, P.E.
Engineering Department
Capital Division
9875 N 85th Avenue
Peoria, AZ 85345-6560

Subject: P08-0070 Bridge/Culvert Maintenance and management Program
Phase I Task Budgets
Project No. 21441

Dear Ben:

The City of Peoria's Bridge inventory has grown significantly from when we first outlined the project scope and estimated the work hours. The original estimate assumed 30 known structures and 60 newly found structures.

Currently we have located approximately 120 new structures. Of these, approximately 90 are the City's responsibility and 30 are either privately held or the responsibility of another agency. We have visited approximately 20 of these 30 structures. The remaining structures are not accessible to the public. We have also visited five structures that are located near, but outside of, the City limits to verify locations.

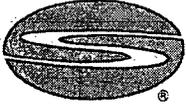
This impacts the manhours required to complete a number of the Phase I tasks. The Phase I tasks were contracted and billed on an hourly basis because of this uncertainty over the number of new structures involved.

We propose to increase the budgets for Tasks 103, 104, 105, and 108 as shown in the attached Exhibit 2R1 to reflect this additional work. We also propose an increase to the Task 101 budget to account for weekly reporting requirements, not included in the original estimate.

These proposed increases can be implemented without increasing the overall budget or cost to the City.

Task 107 covers in-service inspections, load ratings, and sufficiency ratings of new structures not yet inspected by ADOT. Our approach has been to transfer newly found bridge data into the ADOT inspection cycle as soon as possible. We anticipate bridge inspections under this contract will only be needed in special cases such as for older bridges or where the bridge condition suggests inspection should occur prior to the scheduled ADOT inspections. We do not anticipate many of these bridge inspections and have reduced our manhour estimate for Task 107.

We propose transferring budgeted costs from Task 107 to Tasks 101, 103, 104, 105, and 108 as outlined in Exhibit 2R1.



Mr. Ben Wilson
June 12, 2009
Page 2

Should you require additional information please contact me at (602) 333-2344.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Brian P. Davis'. The signature is fluid and cursive, with the first name 'Brian' being the most prominent.

Brian P. Davis, P.E.
Principal Structural Engineer

Enclosures

EXHIBIT 2
Stanley Consultants - Work-hour and Fee Estimate
P08-0070 - Bridge/Culvert Maintenance and Management Program

TASK	DESCRIPTION, WORK-HOUR BASIS, AND ASSUMPTIONS	Original Work-hours					Costs	
		TOTAL HOURS	Project Manager	Pr Struct Engr	Sr Struct Engr	Jr. Engr/ Sr Insp	Eng Intern/ Field Insp	Eng. Services
PHASE 1 – BRIDGE/CULVERT INVENTORY AND CONDITION EVALUATION								
101	Assume 12 meetings (one per month), 4 hrs for preparation & document production, 2 hr duration, 2 hrs for minutes & schedules, 2 attendees	120	8	16	96			\$16,352
102	Assume 3 meetings, 8 hrs for preparation & document production, 4 hr duration, 4 hrs for minutes & documents, 2 attendees	60	4	8	48			\$8,176
103	30 known structures + assumed 60 newly found, 2 hrs average document research per structure	191	3		8		180	\$13,288
104/109	Assume 2 hr average per structure for scanning and documentation and 40 hr total for coordination with City	231	3		28		200	\$17,148
105/106	Assume 40 hrs for meetings & coordination, 2 hrs for review of each existing/known bridge & culvert structure, and 12 weeks for complete search and survey of City of Peoria	594	6		28		560	\$41,112
107/205	Assume 60 newly found structures, 40 structures to be inspected by ADOT and 20 to be inspected and evaluated by Stanley. Each requiring 8 hrs for inspection & data collection and 10 hrs for sufficiency rating. Assume 5 bridges requiring 30 hrs for Load Rating and 5 culverts requiring 15 hrs for load rating.	601	6	10	425	80	80	\$69,448
107.1	Assume 6 structures requiring underwater inspection. One day of special inspection & equipment per structure for a 3-person team	317	2	40	80	195		\$34,371
108	2 hrs each for verification of condition of 30 known structures (inspection of assumed 60 newly found structures incorporated with Task 107)	123	1		2	60	60	\$9,684
110	Assume 60 structures not on record with ADOT each requiring 2 hrs for paperwork and file transfer.	124	2		2	120		\$11,312
111	Assume 3 meetings and a summary memorandum to establish and document naming system, plus 0.25 hr per structure for naming & logging	67	2	18	24	23		\$8,375
112	Assume 0.5 hr per structure and 16 hrs total for coordination with City GIS staff	65	2		10	53		\$6,373
	Subtotal Phase I	2493	39	92	751	531	1080	\$235,639
TOTAL PHASE I WORK-HOURS		2493	39	92	751	531	1080	\$235,639

SC Class:	SC-18	SC-16	SC-13	SC-8	SC-5	
Hourly Billing Rates (rates valid March 30, 2008 through March 29, 2009):	\$188	\$160	\$128	\$89	\$65	
Engineering Services Costs For Phase1:	\$7,332	\$14,720	\$96,128	\$47,259	\$70,200	\$235,639

EXHIBIT 2R1 (rev 06/12/09)
Stanley Consultants - Revised Work-hour and Fee Estimate
P08-0070 - Bridge/Culvert Maintenance and Management Program

TASK	DESCRIPTION, WORK-HOUR BASIS, AND ASSUMPTIONS	Projected Work-hours							Revised Est Costs	Estimated Change	Proposed Change	Proposed New Budget
		TOTAL HOURS	Project Manager	Pr Struct Engr	Sr Struct Engr	Struct Engr	Jr. Engr Sr Insp	Eng Int Field Insp	Eng Services	Eng Services	Eng Services	Eng Services
PHASE I - BRIDGE/CULVERT INVENTORY AND CONDITION EVALUATION												
101	Assume 12 meetings (one per month), 4 hrs for preparation & document production, 2 hr duration, 2 hrs for minutes & schedules, 2 attendees, weekly prog reports	172	8	68	96				\$24,672	\$8,320	\$8,320	\$24,672
102	Assume 3 meetings, 8 hrs for preparation & document production, 4 hr duration, 4 hrs for minutes & documents, 2 attendees	60	4	8	48				\$8,176			\$8,176
103	30 known structures + 120 newly found (90 City of Peoria or at City limits), 2 hrs average document research per structure	319	3		16		120	160	\$24,992	\$11,704	\$11,704	\$24,992
104/109	Assume 2 hr avg per City structure (120 City bridges)(private & other agency bridges excluded) for scanning and documentation and 40 hr total for coordination with City	291	3		28			260	\$21,048	\$3,900	\$3,900	\$21,048
105/106	Assume 40 hrs for meetings & coordination, 2 hrs for review of each existing/known bridge & culvert structure, and 20 weeks for complete search and survey of City of Peoria	914	6		28		60	800	\$63,832	\$22,720	\$22,720	\$63,832
107/205	128 newly found structures, 90 inspected by ADOT, 40 inspected by non-City owners. Assume 7 initially inspected & evaluated by Stanley prior to ADOT inspections. Ea requiring 8 hrs for inspection & data collection & 10 hrs for sufficiency rating. Load rating assume 3 bridges requiring 30 hrs & 4 culverts requiring 15 hrs.	346	4	10	220		56	56	\$39,136	(\$30,312)	(\$30,233)	\$39,215
107.1	Assume 1 structure requiring underwater inspection. One day of special inspection & equipment per structure for a 3-person team	68	2	10	32		24		\$8,208	(\$26,163)	(\$26,163)	\$8,208
108	2 hrs each for verification of condition of 30 known and 90 newly found City owned structures (inspection of newly found structures, if required, is incorporated with Task 107)	247	1		6		120	120	\$19,436	\$9,752	\$9,752	\$19,436
110	Assume 90 structures not on record with ADOT each requiring 1 hrs for paperwork and file transfer.	92	2		90				\$11,896	\$584		\$11,312
111	Assume 2 meetings and a summary memorandum to establish and document naming system, plus 0.25 hr per structure for naming & logging	60	2	12	16		30		\$7,014	(\$1,381)		\$8,375
112	Assume 0.5 hr per structure and 16 hrs total for coordination with City GIS staff	80	2		10		68		\$7,708	\$1,335		\$6,373
	Subtotal Phase I	2649	37	108	590		498	1416	\$236,118	\$479		\$235,639
	TOTAL PHASE I WORK-HOURS	2649	37	108	590		498	1416	\$236,118	\$479		\$235,639

SC Class:	SC-18	SC-16	SC-13	SC-11	SC-8	SC-5					
Hourly Billing Rates (rates valid March 30, 2008 through March 29, 2009):	\$188	\$160	\$128	\$111	\$89	\$65					
Engineering Services Costs For Phase1:	\$6,956	\$17,280	\$75,520		\$44,322	\$92,040	\$236,118	\$479			\$235,639

EXHIBIT 1a

Stanley Consultants – Phase 4 Scope of Work P08-0070 – Bridge/Culvert Maintenance and Management Program

Task	City Of Peoria - P08-0070 Scope Description	Stanley Consultants Scope of Work
401	Review current permitting practices, meet with City staff, propose revisions to the permitting practices, and document the final permitting practices.	Assist the COPeoria by reviewing and proposing revisions to current permitting practices; schedule meetings with COPeoria staff responsible for the permitting process; <i>evaluated process and permit review responsibilities (Police Department / Engineering Department)</i> ; and document the concurred final permitting practices.
402	Assist the City through the stages of developing and implementing any changes or improvements to manage the over-dimensional load permitting practices.	Assist the COPeoria through the stages of developing and implementing any changes or improvements to manage the over-dimensional load permitting practices of existing bridges and other structures.
403	Assist in evaluating and implementing the use of a GIS layer for mapping over-dimensional routes.	Assist the COPeoria and coordinate with GIS staff for placing over-dimensional routes on a GIS layer.

EXHIBIT 2a
Stanley Consultants - Work-hour and Fee Estimate
P08-0070 - Bridge/Culvert Maintenance and Management Program

TASK	DESCRIPTION, WORK-HOUR BASIS, AND ASSUMPTIONS	Work-hours					Costs	
		TOTAL HOURS	Project Manager	Pr Struct Engr	Sr Struct Engr	Struct Engr	Sect / Clerical	Eng Services
PHASE 4 – DEVELOP A POLICY AND PROGRAM TO REVIEW AND APPROVE OVER-DIMENSIONAL LOAD PERMITS								
401	Review current over-dimensional permitting practices and work with City of Peoria staff to revise, update and finalize changes to the permitting procedures.	120	10		24	80	6	\$14,556
402	Assist the City of Peoria staff through the various stages of developing, implementing and adapting changes to the over-dimensional load permitting practices.	120	10		24	80	6	\$14,556
403	Meet & work with City of Peoria staff to evaluate, develop and implement a GIS layer for mapping over-dimensional routes through the city.	102	10		20	72		\$12,718
	Subtotal	342	30		68	232	12	\$41,830
TOTAL WORK-HOURS		342	30		68	232	12	\$41,830

SC Class:	SC-18	SC-16	SC-13	SC-11	SC-5	
Hourly Billing Rates (effective through April 3, 2010):	\$189	\$163	\$131	\$114	\$67	
Engineering Services Costs for Phase 4:	\$5,670		\$8,908	\$26,448	\$804	\$41,830
Reimbursable Direct Expense for Phase 4:						\$327
TOTAL ESTIMATED FEE:						\$42,157



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Avenue
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

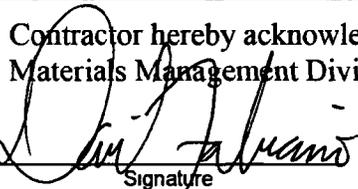
Solicitation No: P08-0070 Page 1 of 2
Description: Bridge/Culvert Maintenance & Mgmt Program
Amendment No: Three (3) Date: 2/16/2010

The Contract is being amended to include changes in the Scope that require a redistribution of hours for certain tasks as indicated in the summary below:

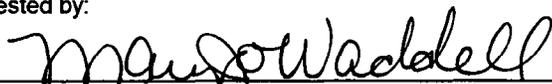
1. Task 101-Allows for additional monthly meetings through June, 2010.
2. Task 107-The inspection and load rating of critical route structures are no longer needed.
3. Task 111-Task is complete with funds remaining.
4. Task 113-Add task to install ID markers on all NBIS structures (structures that require a federal number)
5. Task 501-Task to be eliminated.
6. The reduction in hours for Tasks 107, 111 and 501 offsets the increases needed in the other tasks. This results in a no-cost change order.

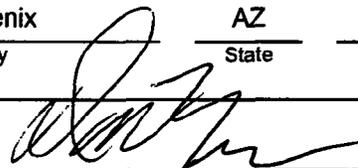
Contract Summary:	Original Contract Amount:	\$399,178
	Contract Amendment #1:	\$ 0
	Contract Amendment #2:	\$ 42,157
	Contract Amendment #3:	\$ 0
	Total Contract Amount:	\$441,335

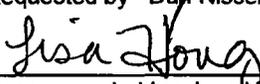
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

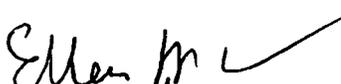
	17 FEB 2010	David Fabiano Project Principal	Stanley Consultants, Inc.
Signature	Date	Typed Name and Title	Company Name

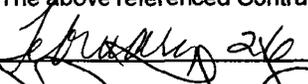
1661 E. Camelback Road, Suite 400	Phoenix	AZ	85016
Address	City	State	Zip Code

Attested by:

Mary Jo Waddell, City Clerk

 2/20/10
Requested by: Dan Nissen, Assistant City Engineer


Recommended by: Lisa Houg, Contract Officer
Ellen Van Riper, Assistant City Attorney


Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 2010, at Peoria, Arizona


Herman F Koebergen, Materials Manager



CC Number

CON 16808C

Contract Number:

Official File

City Seal

(Rev 02/01/08)

L CON 16808C

BRIDGE AND CULVERT MAINTENANCE AND MANAGEMENT PROGRAM
Stanley Consultants - Budget Estimate Revisions
P08-0070 - Bridge/Culvert Maintenance and Management Program

TASK	DESCRIPTION, WORK-HOUR BASIS, AND ASSUMPTIONS	Original Budget	11/28/09 Budget Remaining	Proposed Budget Change	Proposed New Budget	Proposed Budget Remaining
		Eng Services	Eng Services	Eng Services	Eng Services	Eng Services
PHASE 1 – BRIDGE AND CULVERT INVENTORY						
101	Monthly Meeting Prep	\$24,672	\$875	\$10,231	\$34,903	\$11,106
102	FHWA, MAG, ADOT Meetings	\$8,176	\$908		\$8,176	\$908
103	Research bridge records	\$24,992	\$2,168		\$24,992	\$2,168
104	Scan docs to file system	\$21,048	\$2,204		\$21,048	\$2,204
105	Field Investigation of Inventory	\$63,832	\$4,308		\$63,832	\$4,308
107	Inspections/Load ratings	\$47,423	\$47,183	(\$1,597)	\$35,826	\$35,586
108	New bridges collect field data	\$19,436	\$2,724		\$19,436	\$2,724
110	Coord data transfer to ADOT	\$11,312	\$6,064		\$11,312	\$6,064
111	Naming convention	\$8,375	\$7,199	(\$7,198)	\$1,177	\$1
112	GIS layer work	\$6,373	\$3,077		\$6,373	\$3,077
1137	ID Marker Installation			\$21,796	\$21,796	\$21,796
	Subtotal Phase 1	\$235,639	\$76,710	\$13,232	\$248,871	\$89,942
	TOTAL PHASE 1 WORK-HOURS	\$235,639	\$76,710	\$13,232	\$248,871	\$89,942
PHASE 5 – DESIGN AND CONSTRUCTION DRAWING REVIEW						
501	Engineering drawing review	\$13,232	\$13,232	(\$13,232)		
	Subtotal Phase 5	\$13,232	\$13,232	(\$13,232)		
	TOTAL PHASE 5 WORK-HOURS	\$13,232	\$13,232	(\$13,232)		
	TOTAL PHASE I AND PHASE 5 WORK-HOURS	\$248,871	\$98,210		\$248,871	\$98,210

Reimbursable Direct Expense (All Tasks): \$17,093 \$14,290 \$17,093 \$14,290

TOTAL ESTIMATED FEE: \$265,964 \$265,964



CONTRACT AMENDMENT

Solicitation No: P08-0070 Page 1 of 1
 Description: Bridge/Culvert Maintenance & Management Program
 Amendment No: Four (4) Date: 6/15/2010

Materials Management
 Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 08/29/10. **CONTRACT EXTENSION TWO (2)**

The New Contract Term:

Contract Term: 08/30/10 to 08/29/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

David Fabiano
 Signature Date 21 Aug 2010

David Fabiano
 Project Principal
 Typed Name and Title

Stanley Consultants, Inc.
 Company Name

1661 E. Camelback Rd., Ste. 400

Phoenix

AZ

85016

Address

City

State

Zip Code

Attested by:

Mary Jo Waddell
 Signature
 Mary Jo Waddell, City Clerk

Dan Nissen 6/17/10
 Requested by: Dan Nissen, Assistant City Engineer

Lisa Houg
 Recommended by: Lisa Houg, Contract Officer

Ellen Van Ripper
 Ellen Van Ripper, Assistant City Attorney

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 31, 2010, at Peoria, Arizona.

Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

CC Number

LCON16808D

Contract Number:

Official File

L CON 16808D



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Avenue
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

Solicitation No: P08-0070 Page 1 of 5
Description: Bridge/Culvert Maintenance & Mgmt Program
Amendment No: Five (5) Date: 6/9/2011

In accordance with the Special Terms and Conditions, Contract Extension, the above referenced contract expires on 8/29/2011. The contract is being amended to extend the term from 8/30/2011 to 8/29/2012.

The Contract is also being amended to perform new tasks with remaining funds which results in a no cost change order. Stanley will develop the new Bridge Operations & Maintenance Manual for City staff to use in implementing its Bridge and Culvert Maintenance Program (BCMMP) as indicated in the attached Outline and Scope of Work.

Contract Summary:	Original Contract Amount:	\$399,178
	Contract Amendment #1:	\$ 0
	Contract Amendment #2:	\$ 42,157
	Contract Amendment #3:	\$ 0
	Contract Amendment #4:	\$ 0
	Contract Amendment #5:	\$ 0
	Total Contract Amount:	\$441,335

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

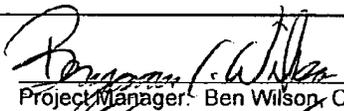
	13 JUNE 2011	DAVID FABIANO PROJECT PRINCIPAL	Stanley Consultants, Inc.
Signature	Date	Typed Name and Title	Company Name

1661 E. Camelback Road, Suite 400	Phoenix	AZ	85016
Address	City	State	Zip Code

Attested by:



Wanda Nelson, City Clerk

	6/14/11
Project Manager: Ben Wilson, Civil Engineer	


Director: Andrew Grainger, Engineering Director

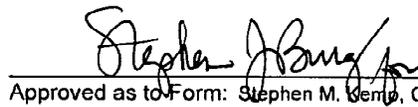


CC Number

CON 16808E

Contract Number:

Official File


Approved as to Form: Stephen M. Vento, City Attorney

The above referenced Contract Amendment is hereby Executed
June 23, 2011, at Peoria, Arizona.


Materials Manager for

City Seal
(Rev 02/01/08)

**City of Peoria
Project # P08-0070
Bridge/Culvert Maintenance and Management Program**

**BCMMP Operations & Maintenance Manual
Preliminary Outline**

- 1) Introduction
 - a) Description of the Manual's purpose and a brief description of the contents.
- 2) Overview of BCMMP
 - a) Description of the bridge maintenance and management administration process. Define routine and preventive maintenance activities and discuss why Peoria is making an effort to do preventative maintenance. Discuss how, when and who performs BCMMP tasks:
 - i) Bridge inventory tabulation, record keeping and the addition of new structures.
 - ii) Bridge inspection. A background of what, why, when (inspection interval) and who (ADOT via IGA with the City).
 - iii) Bridge inspection report logging and recording.
 - iv) Bridge inspection data evaluation. Public Works and Engineering Department representatives meet to discuss reports, evaluate possible routine and preventive maintenance actions and delineate responsibilities.
 - v) Prioritization, cost estimating, and scheduling of bridge maintenance (who is responsible for routine and who is responsible for preventive work).
 - vi) Verification of bridge maintenance. Notify ADOT of all improvements and all maintenance performed that was recommended in their reports
 - b) Flow chart(s) for the above (similar to or repeats of Exhibits 2-1, 2-2 & 2-4 in the BCMMP summary)
- 3) Brief and concise routine maintenance recommendations for the bridge elements most commonly requiring attention (based on the bridge types currently found in the City's Bridge inventory).
 - a) Expansion joints
 - b) Deck surface
 - c) Concrete and steel railings
 - d) Bearing seats
 - e) Crash attenuators
 - f) Signage (vertical clearance, warning or caution signs, load limits, ID medallions)
 - g) Debris accumulation
 - h) Drainage inlets, scuppers, pipes and supports
 - i) Scour protection/riprap, erosion
 - j) Lighting
 - k) Aesthetics and/or artwork
 - l) Graffiti or Vandalism
 - m) Trash racks and gates
- 4) Field Maintenance Manual Checklists for City crews when they examine a structure. Frequency of City crew structure examinations shall be "as observed," i.e. no set schedule (all City bridges and

Stanley Consultants, Inc.

culvert structures will continue to be inspected by ADOT on a 2-yr and 4-yr schedule, respectively). The checklists need to be simple, for non-engineers, and include the basic inspection items listed above in Section 3. Checklists would take a basic "if-then" approach to the inspection items, for example:

- a) If element is undamaged (or functioning, intact, etc.), then close item.
- b) If element is damaged, then action required and note and photograph observations.

June 8, 2011

CITY OF PEORIA
Project # P08-0070
Bridge/Culvert Maintenance and Management Program (BCMMP)

Stanley Consultants, Inc.
BCMMP Operations & Maintenance Manual
Scope of Work

1. Meet with City Engineering and Public Works Department staff to discuss objectives and needs for the new Peoria Bridge Operations & Maintenance Manual.
2. From the preliminary manual outline attached, develop the new Bridge Operations & Maintenance Manual for City staff to use in implementing its Bridge and Culvert Maintenance and Management Program (BCMMP).
3. Key items to be addressed in the new manual are reflected in the attached preliminary manual outline. The manual will include practical routine maintenance recommendations, and basic inspection procedures and checklists for City staff. The new manual, where appropriate for the City of Peoria, will reflect the experience and successful procedures utilized by other government agencies.
4. A draft manual will be submitted for thorough City review. The draft will be revised based on City comments and a final document will be prepared and submitted.
5. The total fee not to exceed amount of \$25,801 (see the attached table for estimated work-hour breakdown).



BRIDGE AND CULVERT OPERATIONS AND MAINTENANCE MANUAL
Stanley Consultants - Work-hour and Fee Estimate
P08-0070 - Bridge/Culvert Maintenance and Management Program

TASK	DESCRIPTION, WORK-HOUR BASIS, AND ASSUMPTIONS	Work-hours						Costs				
		TOTAL HOURS	Project Princ	Project Manager	Pt Struct Engr	Sr Struct Engr	Tech / Graphics	Sect / Clerical	Prof Services			
	Bridge Operations & Maintenance Manual											
	Research and investigation into practices of other municipalities.	14			4	10						\$1,962
	O & M Manual Preparation:											
	Introduction and overview of BCMMP processes and maintenance activities	30		3	18	9						\$4,680
	Routine maintenance recommendations for specific bridge elements	38		2	12	24						\$5,478
	Develop inspection procedures and checklists for city crews	20		2	6	12						\$2,928
	Manual Compilation, Exhibits, QC, and Submittal	17		1	6	6			4			\$2,221
	Review Meetings and Comment Resolution	22		1	9	9			3			\$3,036
	Update Manual and Resubmit	12		1	5	5			1			\$1,726
	Progress Meetings, Prog Reports, Coordination	24		2	14	6			2			\$3,580
	TOTAL WORK-HOURS	177		12	74	81			10			\$25,611

Hourly Billing Rates: \$189 \$189 \$163 \$131 \$90 \$67
Professional Services Costs: \$2,268 \$12,062 \$10,611 \$670
Reimbursable Direct Expense: \$190
Total fee not to exceed the amount of: \$25,801



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

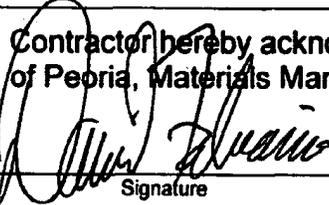
Solicitation No: P08-0070 Page 1 of 1
Description: Bridge/Culvert Maintenance & Mgmt Program
Amendment No: Six (6) Date: 6/27/2012

Buyer: Lisa Houg, CPPB

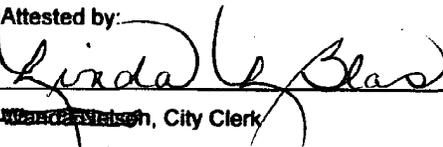
In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/29/12. LAST YEAR OF CONTRACT.

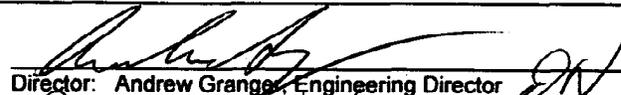
The New Contract Term is 08/30/12 to 08/29/13.

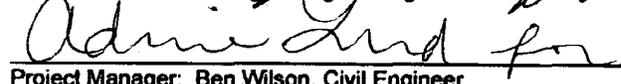
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	29 JUN 2012	David Fabiano Project Principal	Stanley Consultants, Inc. Company Name
Signature	Date	Typed Name and Title	Company Name

1661 E. Camelback Rd., Ste. 400	Phoenix	AZ	85016
Address	City	State	Zip Code

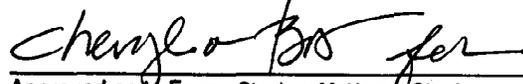
Attested by:

Linda Blas, City Clerk

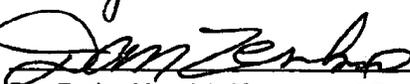

Director: Andrew Granger, Engineering Director


Project Manager: Ben Wilson, Civil Engineer



CC Number
LCON16808F
Contract Number:
Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Aug 13, 2012, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

City Seal
(Rev 02/11/10)